



**RECESSED MEETING AGENDA  
CITY OF OCEAN SPRINGS  
MAYOR & BOARD OF ALDERMEN  
TUESDAY, AUGUST 15, 2023 - 6:00 PM  
CITY HALL**

**1. CALL TO ORDER**

**2. INVOCATION AND PLEDGE OF ALLEGIANCE**

**3. PRESENTATIONS**

- a. Ocean Springs Library Update - Yvonne Parton
- b. Ocean Springs School District 2023-2024 Ad Valorem Request

**4. PUBLIC HEARINGS**

- a. Request Approval of the Preliminary Plat for an 80-lot Subdivision in the R-1 (Low-Density Residential District) Using the Density Bonus Regulations – 4414 Hanshaw Road, PID# 60126070.000 – Applicant: Elliott Land Developments, LLC

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

**6. OLD BUSINESS**

- a. Authorize Ordinance to Vacate Undeveloped Right-of-Way (ROW) in Pecan Grove Subdivision Labeled as “REHAGE” – Planning Commission Confirmed Interested Parties
- b. Recommendation of Award and Execute contracts for Disaster Debris MONITORING Services
- c. Recommendation of Award and Execute contracts for Disaster Debris REMOVAL Services

**7. NEW BUSINESS**

- a. VOID - Receipt of a notarized letter from neighbors voids the need for variance and appeal – ~~Consider the Appeal by the Applicant of the Denial Recommendations of the Zoning Adjustment Board on Variances to 1) the maximum height of a fence within the front yard area and 2) the requirement for the finished side of a fence to face outward at 409 East Beach Drive, PID#~~



60132310.000 — Applicant: ~~Jesse and Anett Moskowitz~~

- b. Medical insurance renewal - John Lockard

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

**Mayor:**

- a. Adopt Resolution to request assistance from Jackson County for funds for maintenance and operation of the Mary C
- b. Authorize the Mayor and Arts & Culture Coordinator to execute the Memorandum of Understanding (MOU) and Hold Harmless Agreements with Mary C. instructors/partners: Jessica Church, Caitlin Batson, Julianna O. McRae, Unfazed Show, and Band LLC.
- c. Authorize the Mayor to Execute the Grant Agreement with Blue Cross & Blue Shield of Mississippi Foundation for the Healthy Heroes Program in the City of Ocean Springs
- d. Authorize the Mayor to send a letter to the Jackson County Board of Supervisors to request assistance to address the current issues with two ball fields at Gay-Lemon Ball Park
- e. Authorize \$500 sponsorship for the Jackson County Animal Shelter Pets – “Paddle For Paws” event
- f. Approve event sponsorship for the 2023 Labor Day Artwalk on September 2, 2023, in downtown Ocean Springs
- g. Authorize the Mayor to sign the agreement to contract with The Network for Friday at the Fort on September 29, 2023, at Fort Maurepas Park, from 6:00-9:00 p.m. The cost will be \$1,800
- h. Approve the Special Event Application for the 2023 Ocean Springs Cemetery Tour, October 12, 2023, from 5:30 to 7:30 pm and October 15, 2023, 2:00 - 4:00 pm, The Mary C. O’Keefe Cultural Center Lawn and Evergreen Cemetery, overtime costs for the event
- i. Approve the Special Event Application for Lighting the Coast on October 14, 2023, from 5:00 to 8:00 p.m. on the beach in front of Fort Maurepas Park, the applicant pays the associated event cost
- j. Approve the Special Event Application for Spooky Springs at The Scary C on October 27-28, 2023, from 5:00 to 9:00 p.m., The Mary C. O’Keefe Cultural Center Lawn, street closure: Government Street from Ward Avenue to Magnolia Avenue, overtime costs for the event

**City Clerk:**

- k. Adopt the Resolution to open the 2023 – 2024 Uniform Assessment Schedule and authorize to schedule the Public Hearing for September 5, 2022, to adopt the Uniform Assessment Schedule
- l. Approve Minutes: Recess Meeting July 18, 2023
- m. Approve Minutes: Special Call July 21, 2023
- n. Approve Minutes: Regular Meeting August 1, 2023
- o. Ratify check 127004 to Ocean Springs Chamber of Commerce for L&N Depot building restoration for \$10,000

**Police Department:**

- p. Authorize Retiree Purchase of Duty Weapon
- q. Accept OSPD Monthly Report for July 2023

**Fire Department:**

- r. Accept OSFD Monthly Report for July 2023

**Human Resources/Risk Management:**

- s. Accept resignation of Planning & Grants Coordinator Dawn Underwood, effective August 7, 2023; authorize to begin the process of filling the vacant position
- t. Authorize employment of Camille Anderson, Planning & Grants Coordinator, Step 2, \$15.44 hourly rate; effective August 16, 2023; one-year probationary status, pending successful completion of all pre-employment requirements
- u. Accept resignation of Lieutenant Jonathan Carroll, effective August 24, 2023; authorize to begin the process of filling the vacant position
- v. Accept resignation of Sergeant Timothy Paul Regan, effective August 20, 2023; authorize to begin the process of filling the vacant position
- w. Authorize employment of Kevin Interlicchia, Patrolman, Step 1, \$19.50 hourly rate; effective August 28, 2023; one-year probationary status, pending successful completion of all pre-employment requirements
- x. Accept resignation of Fireman Gene Gildea, effective August 8, 2023; authorize to begin the process of filling the vacant position
- y. Authorize termination of Probationary Street Laborer employee #2615, effective July 27, 2023; authorize to begin the process of filling the vacant position
- z. Authorize employment of Donald Tubbs, Sewer Laborer, Step 2, \$14.04 hourly rate; effective August 16, 2023; one-year probationary status, pending successful completion of all pre-employment requirements
- aa. Authorize employment of Devin Sonnier, Sewer Laborer, Step 4, \$15.00 hourly rate; effective August 16, 2023; one-year probationary status, pending successful completion of all pre-employment requirements

- bb. Authorize employment of Steve Canifield, Maintenance/Sign Laborer, Step 5, \$14.50 hourly rate; effective August 16, 2023; one-year probationary status, pending successful completion of all pre-employment requirements
- cc. Authorize employment of Ruben Price, Beautification Laborer, Step 4, \$13.50 hourly rate; effective August 16, 2023; one-year probationary status, pending successful completion of all pre-employment requirements
- dd. Authorize employment of Martin Hubbard, Truck Driver, Step 2, \$15.48 hourly rate; effective August 16, 2023; one-year probationary status, pending successful completion of all pre-employment requirements
- ee. Accept resignation of Animal Control Officer Adam Wilson, effective August 25, 2023; authorize to begin the process of filling the vacant position
- ff. Authorize employment of Shawn Newsome, Water Meter Technician, Step 4, \$15.00 hourly rate; effective August 16, 2023; one-year probationary status, pending successful completion of all pre-employment requirements

**Planning Commission:**

- gg. Approval to Build on a Historically Platted Non-conforming Parcel at 1303 Porter Ave, PID# 60130170.000 – Applicant: Dempsey Levi

**Grants Administration:**

- hh. Authorization to Executed Memorandum of Agreement (MOA) with MS Department of Marine Resources for Maintenance of 323 Front Beach Drive
- ii. Authorization to Execute Memorandum of Understanding (MOU) for GOMESA Funding – Award #3000035789 – Department of Marine Resources – OS Sewer Rehabilitation – \$1,960,000.00
- jj. Authorization to Execute Construction Engineering & Inspection (CE&I) Services by Brown, Mitchell, & Alexander, Inc. – Government Street Improvement Project – Phase 2 – Project No. STP-9064-00(010) LPA/106375

**Zoning Adjustment Board:**

- kk. Approve a Variance to the minimum side yard building setback distance at 506 Martin Ave., PID# 60137586.000 – Applicants: Beth and Les McMackin

**Historic Preservation Commission:**

- ll. Approval of a Certificate of Appropriateness for construction of a front yard fence at 110-A Shearwater Drive, PID#: 60130590.072, Shearwater Historic District. Applicant: Owen White
- mm. Approval of a Certificate of Appropriateness for construction of additional roof covers on sections of the rear porch at 303 Front Beach Drive, PID#: 60137429.000, Old Ocean Springs Historic District. Applicants: Charles M. and Julia R. Illanne
- nn. Approval of a Certificate of Appropriateness for construction of a 2-story hotel

consisting of 2 buildings with a swimming pool at 1007 Iberville Drive, PID#: 60119172.000; Marble Springs Historic District. Applicant: Marques Thomas

**Building Department:**

- oo. Accept Tree Recommendations from Building Official for tree applications received through August 8, 2023
- pp. Accept Building Department Monthly Permit Report for July 2023
- qq. Accept Code Report through August 10, 2023

**Project Manager:**

- rr. Execute contracts between Graham Construction Co., Inc and Bottom 2 Top Construction, LLC for the Term Bid Contract for Water, Sewer, and Drainage Projects 2023
- ss. Ratify the execution of the contract between the City and Roofing Solutions, LLC for the Taconi Roof Project
- tt. Ratify the execution of the contract between the City and Hopkins Construction and Maintenance, LLC for the Fort Maurepas Stage Cover Project

**9. DEPARTMENT REPORTS**

- a. Finance: Approve payment: Docket of Claims, all expenditures are appropriate and authorized by law, and spread summary on the Minutes
- b. City Clerk: Authorize the adjustment of water/sewer accounts due to a finding that the customers did not receive the benefit of the utility and the excess usage was due to unforeseen circumstances
- c. Building: Tree Removal Appeal for 3002 Government St

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

**11. MAYOR AND ALDERMEN'S FORUM**

**12. EXECUTIVE SESSION**

- a. Personnel in the Police and Parks Maintenance Departments

**ADJOURN UNTIL 6: 00 P.M. on September 5, 2023**



August 9, 2023

Mayor Kenny Holloway  
City of Ocean Springs  
1018 Porter Avenue  
Ocean Springs, MS 39564

RE: 2023-2024 Ad Valorem Request for Ocean Springs School District

Dear Mayor Holloway and Board:

Below is a recap of the amount necessary to provide sufficient aggregate tax receipts to fund the 2023-2024 fiscal budget adopted by the Board of Trustees at the August 8, 2023 meeting and to meet the requirements of Section 37-19-11 of the Mississippi Code of 1972 (Annotated). This requirement includes the dollars generated from both ad valorem taxes and homestead exemption reimbursement. Please add additional millage to cover any cost of collections related to the district's levy as required in Section 37-57-1 of the Mississippi Code of 1972 (Annotated). The intent of the district is to remain at the 55 mill level for operations and to receive revenue generated from a 55 mill levy and all interest and penalties collected on school tax levies.

|                                                   |                        |
|---------------------------------------------------|------------------------|
| District Maintenance (Section 37-57-105)          | \$18,522,658.55        |
| Less: Ad Valorem Reduction Grant                  | \$ <u>0.00</u>         |
| Total Request for District Maintenance Operations | <b>\$18,522,658.55</b> |

Debt Service:

|                                             |                        |
|---------------------------------------------|------------------------|
| Refinanced General Obligation Bond A (2016) | \$ 2,817,148.00        |
| 3-Mill Note (stadium)                       | \$ 517,856.50          |
| 3-Mill Note (2022)                          | \$ <u>441,588.63</u>   |
| Total Request for Debt Service              | <b>\$ 3,335,004.50</b> |

Our total request is **\$21,857,663.05**

We would greatly appreciate that our debt request be presented to the county as three (3) distinct amounts for the levy. Thank you for your assistance and cooperation in this matter.

Sincerely,



Michael Lindsey  
Superintendent of Schools

OCEAN SPRINGS SCHOOL DISTRICT  
BUDGET YEAR ENDING 2024  
Amendment #1

|                                        | GOVERNMENTAL FUNDS    |                      |                     |                     | BUDGET               |
|----------------------------------------|-----------------------|----------------------|---------------------|---------------------|----------------------|
|                                        | GENERAL               | SPECIAL<br>REVENUE   | CAPITAL<br>PROJECTS | DEBT<br>SERVICE     |                      |
| <u>REVENUES:</u>                       |                       |                      |                     |                     |                      |
| LOCAL SOURCES                          | 20,037,097.10         | 1,078,031.00         |                     | 3,776,593.13        | 24,891,721.23        |
| INTERMEDIATE                           |                       |                      |                     |                     | -                    |
| STATE SOURCES                          | 37,395,179.09         | 759,021.00           |                     |                     | 38,154,200.09        |
| FEDERAL SOURCES                        | 291,781.49            | 7,264,237.23         |                     |                     | 7,556,018.72         |
| 16TH SECTION                           |                       |                      |                     |                     | -                    |
| <b>TOTAL REVENUES</b>                  | <b>57,724,057.68</b>  | <b>9,101,289.23</b>  | <b>-</b>            | <b>3,776,593.13</b> | <b>70,601,940.04</b> |
| <u>EXPENDITURES:</u>                   |                       |                      |                     |                     |                      |
| INSTRUCTION                            | 35,315,223.00         | 4,260,018.70         |                     |                     | 39,575,241.70        |
| SUPPORT SERVICES                       |                       |                      |                     |                     |                      |
| STUDENTS                               | 3,495,244.80          | 516,175.61           |                     |                     | 4,011,420.41         |
| INSTRUCTIONAL STAFF                    | 1,894,631.83          | 604,366.27           |                     |                     | 2,498,998.10         |
| GENERAL ADMIN                          | 625,565.35            | 604,759.62           |                     |                     | 1,230,324.97         |
| SCHOOL ADMIN                           | 3,273,771.65          | 110,205.92           |                     |                     | 3,383,977.57         |
| BUSINESS                               | 623,047.03            | 96,275.00            |                     |                     | 719,322.03           |
| OPERATION & MAINTENANCE                | 7,419,348.23          | 51,525.00            |                     |                     | 7,470,873.23         |
| TRANSPORTATION                         | 3,190,047.36          | 1,000.00             |                     |                     | 3,191,047.36         |
| CENTRAL                                | 1,526,064.71          |                      |                     |                     | 1,526,064.71         |
| NON INSTRUCTIONAL                      |                       | 2,612,051.38         |                     |                     | 2,612,051.38         |
| 16TH SECTION                           |                       |                      |                     |                     | -                    |
| FACILITIES ACQUISITION / CONSTRUCTION  |                       | 1,439,064.92         | 2,020,000.00        |                     | 3,459,064.92         |
| DEBT SERVICE                           | 202,440.01            |                      |                     | 3,943,114.13        | 4,145,554.14         |
| <b>TOTAL EXPENDITURES</b>              | <b>57,565,383.97</b>  | <b>10,295,442.42</b> | <b>2,020,000.00</b> | <b>3,943,114.13</b> | <b>73,823,940.52</b> |
| <u>OTHER FUND SOURCES (USES)</u>       |                       |                      |                     |                     |                      |
| OTHER FUND SOURCES                     | 8,690,148.86          | 1,649,701.77         | 750,000.00          | 184,021.00          | 11,273,871.63        |
| OTHER FUND USES                        | (10,005,531.87)       | (500,839.76)         |                     | (17,500.00)         | (10,523,871.63)      |
| <b>TOTAL OTHER FUND SOURCES (USES)</b> | <b>(1,315,383.01)</b> | <b>1,148,862.01</b>  | <b>750,000.00</b>   | <b>166,521.00</b>   | <b>750,000.00</b>    |
| Budgeted Fund Balance                  | 476,008.27            | 45,291.18            | 1,270,000.00        | -                   | 1,791,299.45         |
| EXCESS REVENUES & OTHER SOURCES        |                       |                      |                     |                     |                      |
| OVER (UNDER) EXPENDITURES & OTHER      | (680,701.03)          | 0.00                 | -                   | -                   | (680,701.03)         |



OCEAN SPRINGS SCHOOL DISTRICT  
COMBINED BUDGET  
FOR THE YEAR ENDING JUNE 30, 2024

Original\_\_\_\_Date Approved:\_\_\_\_  
Amended X Date Approved: 8/8/2023

|                                            | Governmental Fund Types |                       |                       |                     | Proprietary Fund Types |            |                     | Total                 |
|--------------------------------------------|-------------------------|-----------------------|-----------------------|---------------------|------------------------|------------|---------------------|-----------------------|
|                                            | GENERAL                 | SPECIAL<br>REVENUE    | CAPITAL<br>PROJECTS   | DEBT<br>SERVICE     | PERMANENT<br>TRUST     | ENTERPRISE | INTERNAL<br>SERVICE |                       |
| <b>REVENUES:</b>                           |                         |                       |                       |                     |                        |            |                     |                       |
| LOCAL SOURCES                              | 20,037,097.10           | 1,078,031.00          | -                     | 3,776,593.13        | -                      | -          | -                   | 24,891,721.23         |
| INTERMEDIATE                               | -                       | -                     | -                     | -                   | -                      | -          | -                   | -                     |
| STATE SOURCES                              | 37,395,179.09           | 759,021.00            | -                     | -                   | -                      | -          | -                   | 38,154,200.09         |
| FEDERAL SOURCES                            | 291,781.49              | 7,264,237.23          | -                     | -                   | -                      | -          | -                   | 7,556,018.72          |
| 16 SECTION                                 | -                       | -                     | -                     | -                   | -                      | -          | -                   | -                     |
| <b>TOTAL REVENUES</b>                      | <b>57,724,057.68</b>    | <b>9,101,289.23</b>   | <b>-</b>              | <b>3,776,593.13</b> | <b>-</b>               | <b>-</b>   | <b>-</b>            | <b>70,601,940.04</b>  |
| <b>EXPENDITURES:</b>                       |                         |                       |                       |                     |                        |            |                     |                       |
| INSTRUCTION                                | 35,315,223.00           | 4,260,018.70          | -                     | -                   | -                      | -          | -                   | 39,575,241.70         |
| SUPPORT SERVICES                           | 22,047,720.96           | 1,984,307.42          | -                     | -                   | -                      | -          | -                   | 24,032,028.38         |
| NON INSTRUCTIONAL                          | -                       | 2,612,051.38          | -                     | -                   | -                      | -          | -                   | 2,612,051.38          |
| 16TH SECTION                               | -                       | -                     | -                     | -                   | -                      | -          | -                   | -                     |
| FACILITIES ACQ./CONSTR                     | -                       | 1,439,064.92          | 2,020,000.00          | -                   | -                      | -          | -                   | 3,459,064.92          |
| DEBT SERVICE                               | -                       | -                     | -                     | -                   | -                      | -          | -                   | -                     |
| PRINCIPLE                                  | 187,763.72              | -                     | -                     | 3,700,041.63        | -                      | -          | -                   | 3,887,805.35          |
| INTEREST                                   | 14,676.29               | -                     | -                     | 243,072.50          | -                      | -          | -                   | 257,748.79            |
| OTHER                                      | -                       | -                     | -                     | -                   | -                      | -          | -                   | -                     |
| <b>TOTAL EXPENDITURES</b>                  | <b>57,565,383.97</b>    | <b>10,295,442.42</b>  | <b>2,020,000.00</b>   | <b>3,943,114.13</b> | <b>-</b>               | <b>-</b>   | <b>-</b>            | <b>73,823,940.52</b>  |
| <b>EXCESS REVENUES OVER(UNDER) EXPENSE</b> | <b>158,673.71</b>       | <b>(1,194,153.19)</b> | <b>(2,020,000.00)</b> | <b>(166,521.00)</b> | <b>-</b>               | <b>-</b>   | <b>-</b>            | <b>(3,222,000.48)</b> |

OCEAN SPRINGS SCHOOL DISTRICT  
COMBINED BUDGET  
FOR THE YEAR ENDING JUNE 30, 2024

Original \_\_\_ Date Approved: \_\_\_  
Amended X Date Approved: 8/8/2023

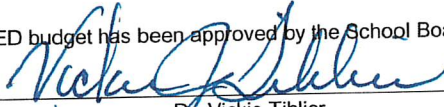
| DESCRIPTION                            | Governmental Fund Types |                     |                       |                   |                    | Proprietary Fund Types |                     | Total                 |
|----------------------------------------|-------------------------|---------------------|-----------------------|-------------------|--------------------|------------------------|---------------------|-----------------------|
|                                        | GENERAL                 | SPECIAL<br>REVENUE  | CAPITAL<br>PROJECTS   | DEBT<br>SERVICE   | PERMANENT<br>TRUST | ENTERPRISE             | INTERNAL<br>SERVICE |                       |
| <b>OTHER FUND SOURCES (USES)</b>       |                         |                     |                       |                   |                    |                        |                     |                       |
| PROCEEDS OF GENERAL OBLIGATION BONDS   | -                       | -                   | -                     | -                 | -                  | -                      | -                   | -                     |
| PROCEEDS OF REFUNDING BONDS            | -                       | -                   | -                     | -                 | -                  | -                      | -                   | -                     |
| PROCEEDS OF LOANS                      | -                       | -                   | 750,000.00            | -                 | -                  | -                      | -                   | 750,000.00            |
| INCEPTION OF CAPITAL LEASE             | -                       | -                   | -                     | -                 | -                  | -                      | -                   | -                     |
| INSURANCE LOSS RECOVERIES              | -                       | -                   | -                     | -                 | -                  | -                      | -                   | -                     |
| SALE OF TRANSPORTATION EQUIPMENT       | -                       | -                   | -                     | -                 | -                  | -                      | -                   | -                     |
| SALE OF OTHER PROPERTY                 | -                       | -                   | -                     | -                 | -                  | -                      | -                   | -                     |
| PAYMENTS TO REFUNDED BOND ESCROW AGENT | -                       | -                   | -                     | -                 | -                  | -                      | -                   | 129,040.44            |
| INDIRECT COST TRANSFER IN              | 129,040.44              | -                   | -                     | -                 | -                  | -                      | -                   | 10,394,831.19         |
| OPERATING TRANSFERS IN                 | 8,561,108.42            | 1,649,701.77        | -                     | 184,021.00        | -                  | -                      | -                   | (129,040.44)          |
| INDIRECT COSTS TRANSFERS OUT           | -                       | (129,040.44)        | -                     | -                 | -                  | -                      | -                   | (10,394,831.19)       |
| OPERATING TRANSFERS OUT                | (10,005,531.87)         | (371,799.32)        | -                     | (17,500.00)       | -                  | -                      | -                   | -                     |
| OTHER FINANCING SOURCES                | -                       | -                   | -                     | -                 | -                  | -                      | -                   | -                     |
| OTHER FINANCING USES                   | -                       | -                   | -                     | -                 | -                  | -                      | -                   | 750,000.00            |
| <b>TOTAL OTHER FUND SOURCES (USES)</b> | <b>(1,315,383.01)</b>   | <b>1,148,862.01</b> | <b>750,000.00</b>     | <b>166,521.00</b> | <b>-</b>           | <b>-</b>               | <b>-</b>            | <b>(2,472,000.48)</b> |
| <b>NET CHANGE IN FUND BALANCE</b>      | <b>(1,156,709.30)</b>   | <b>(45,291.18)</b>  | <b>(1,270,000.00)</b> | <b>-</b>          | <b>-</b>           | <b>-</b>               | <b>-</b>            |                       |

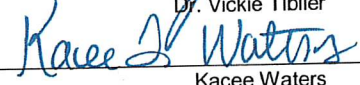
OCEAN SPRINGS SCHOOL DISTRICT  
COMBINED BUDGET  
FOR THE YEAR ENDING JUNE 30, 2024

Original \_\_\_ Date Approved: \_\_\_  
Amended X Date Approved: 8/8/2023

| DESCRIPTION                                  | Governmental Fund Types |                     |                     | DEBT<br>SERVICE | PERMANENT<br>TRUST | Proprietary Fund Types |                      | Total                |
|----------------------------------------------|-------------------------|---------------------|---------------------|-----------------|--------------------|------------------------|----------------------|----------------------|
|                                              | GENERAL                 | SPECIAL<br>REVENUE  | CAPITAL<br>PROJECTS |                 |                    | ENTERPRISE             | INTERNAL<br>SERVICES |                      |
| <b>FUND BALANCE/RETAINED EARNINGS</b>        |                         |                     |                     |                 |                    |                        |                      | 16,144,270.61        |
| July 1, 2023                                 | 12,335,720.00           | 2,538,550.61        | 1,270,000.00        | -               | -                  | -                      | -                    | -                    |
| PRIOR PERIOD ADJUSTMENT                      | -                       | -                   | -                   | -               | -                  | -                      | -                    | -                    |
| RECLASSIFY FUND EQUITY                       | -                       | -                   | -                   | -               | -                  | -                      | -                    | -                    |
| UNRECORDED FUND EQUITY                       | -                       | -                   | -                   | -               | -                  | -                      | -                    | -                    |
| RECLASSIFY FUND TYPES                        | -                       | -                   | -                   | -               | -                  | -                      | -                    | -                    |
| <b>July 1, 2023, As Restated</b>             | <b>12,335,720.00</b>    | <b>2,538,550.61</b> | <b>1,270,000.00</b> | -               | -                  | -                      | -                    | <b>16,144,270.61</b> |
| increase (decrease) in reserve for inventory | -                       | -                   | -                   | -               | -                  | -                      | -                    | -                    |
| <b>June 30, 2024 Fund Balance</b>            | <b>11,179,010.70</b>    | <b>2,493,259.43</b> | -                   | -               | -                  | -                      | -                    | <b>13,672,270.13</b> |

The above AMENDED budget has been approved by the School Board as noted in our board minutes dated August 8, 2023.

Board President:  (signature) 8/8/2023  
Dr. Vickie Tiblier (name)

Board Secretary:  (signature) 8/8/2023  
Kacee Waters (name)

Original\_\_Date Approved:\_\_\_\_  
Amended\_X\_\_Date Approved: 8/8/2023

OCEAN SPRINGS SCHOOL DISTRICT  
COMBINING BUDGET  
FOR THE YEAR ENDING JUNE 30, 2024

| <u>GENERAL FUNDS:</u>                                  | <u>DIST MAINT<br/>FUND<br/>1120</u> | <u>SPECIAL<br/>EDUC<br/>1130</u> | <u>AEC<br/>FUND<br/>1140</u> | <u>AT-RISK<br/>MAEP<br/>1145</u> | <u>OAK PARK<br/>ACTIVITY<br/>1151</u> | <u>MAGNOLIA<br/>PARK ACTIVITY<br/>1152</u> | <u>PECAN PARK<br/>ACTIVITY<br/>1153</u> | <u>PAGE<br/>TOTAL</u> |
|--------------------------------------------------------|-------------------------------------|----------------------------------|------------------------------|----------------------------------|---------------------------------------|--------------------------------------------|-----------------------------------------|-----------------------|
| <b>REVENUES:</b>                                       |                                     |                                  |                              |                                  |                                       |                                            |                                         |                       |
| LOCAL SOURCES                                          | 19,238,999.10                       | -                                | -                            | -                                | 37,000.00                             | 45,000.00                                  | 45,000.00                               | 19,365,999.10         |
| INTERMEDIATE                                           | -                                   | -                                | -                            | -                                | -                                     | -                                          | -                                       | -                     |
| STATE SOURCES                                          | 37,388,879.09                       | 6,300.00                         | -                            | -                                | -                                     | -                                          | -                                       | 37,395,179.09         |
| FEDERAL SOURCES                                        | 150,500.00                          | 77,116.49                        | -                            | -                                | -                                     | -                                          | -                                       | 227,616.49            |
| 16TH SECTION                                           | -                                   | -                                | -                            | -                                | -                                     | -                                          | -                                       | -                     |
| <b>TOTAL REVENUES</b>                                  | <b>56,778,378.19</b>                | <b>83,416.49</b>                 | <b>-</b>                     | <b>-</b>                         | <b>37,000.00</b>                      | <b>45,000.00</b>                           | <b>45,000.00</b>                        | <b>56,988,794.68</b>  |
| <b>EXPENDITURES:</b>                                   |                                     |                                  |                              |                                  |                                       |                                            |                                         |                       |
| INSTRUCTION                                            | 26,837,426.90                       | 5,847,500.92                     | 648,189.17                   | 299,688.37                       | 77,000.00                             | 117,132.02                                 | 48,500.00                               | 33,875,437.38         |
| SUPPORT SERVICES                                       | 20,766,204.60                       | 873,613.93                       | 187,298.80                   | -                                | 10,000.00                             | -                                          | 4,500.00                                | 21,841,617.33         |
| NON INSTRUCTIONAL                                      | -                                   | -                                | -                            | -                                | -                                     | -                                          | -                                       | -                     |
| 16TH SECTION                                           | -                                   | -                                | -                            | -                                | -                                     | -                                          | -                                       | -                     |
| FACILITIES ACQ./CONSTR                                 | -                                   | -                                | -                            | -                                | -                                     | -                                          | -                                       | -                     |
| DEBT SERVICE:                                          |                                     |                                  |                              |                                  |                                       |                                            |                                         |                       |
| PRINCIPLE                                              | 187,763.72                          | -                                | -                            | -                                | -                                     | -                                          | -                                       | 187,763.72            |
| INTEREST                                               | 14,676.29                           | -                                | -                            | -                                | -                                     | -                                          | -                                       | 14,676.29             |
| OTHER                                                  | -                                   | -                                | -                            | -                                | -                                     | -                                          | -                                       | -                     |
| <b>TOTAL EXPENDITURES</b>                              | <b>47,806,071.51</b>                | <b>6,721,114.85</b>              | <b>835,487.97</b>            | <b>299,688.37</b>                | <b>87,000.00</b>                      | <b>117,132.02</b>                          | <b>53,000.00</b>                        | <b>55,919,494.72</b>  |
| <b>EXCESS (DEFICIENCY)<br/>OF REVENUE EXPENDITURES</b> | <b>8,972,306.68</b>                 | <b>(6,637,698.36)</b>            | <b>(835,487.97)</b>          | <b>(299,688.37)</b>              | <b>(50,000.00)</b>                    | <b>(72,132.02)</b>                         | <b>(8,000.00)</b>                       | <b>1,069,299.96</b>   |

Original Date Approved: \_\_\_\_\_  
 Amended\_X Date Approved: 8/8/2023

OCEAN SPRINGS SCHOOL DISTRICT  
 COMBINING BUDGET  
 FOR THE YEAR ENDING JUNE 30, 2024

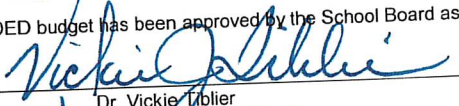
| GENERAL FUNDS:                         | DIST MAINT<br>FUND<br>1120 | SPECIAL<br>EDUC<br>1130 | AEC<br>FUND<br>1140 | AT-RISK<br>MAEP<br>1145 | OAK PARK<br>ACTIVITY<br>1151 | MAGNOLIA<br>PARK ACTIVITY<br>1152 | PECAN PARK<br>ACTIVITY<br>1153 | PAGE<br>TOTAL       |
|----------------------------------------|----------------------------|-------------------------|---------------------|-------------------------|------------------------------|-----------------------------------|--------------------------------|---------------------|
| <b>OTHER FUND SOURCES (USES)</b>       |                            |                         |                     |                         |                              |                                   |                                |                     |
| PROCEEDS OF GENERAL BONDS              | -                          | -                       | -                   | -                       | -                            | -                                 | -                              | -                   |
| PROCEEDS OF REFUNDING BONDS            | -                          | -                       | -                   | -                       | -                            | -                                 | -                              | -                   |
| PROCEEDS OF LOANS                      | -                          | -                       | -                   | -                       | -                            | -                                 | -                              | -                   |
| INCEPTION OF CAPITAL LEASES            | -                          | -                       | -                   | -                       | -                            | -                                 | -                              | -                   |
| INSURANCE LOSS RECOVERIES              | -                          | -                       | -                   | -                       | -                            | -                                 | -                              | -                   |
| SALE OF TRANSPORTATION EQUIP           | -                          | -                       | -                   | -                       | -                            | -                                 | -                              | -                   |
| SALE OF OTHER PROPERTY                 | -                          | -                       | -                   | -                       | -                            | -                                 | -                              | 129,040.44          |
| PAYMENT TO REFUNDED BOND ESCROW        | -                          | -                       | -                   | -                       | -                            | -                                 | -                              | 7,996,358.42        |
| INDIRECT COSTS TRANSFER IN             | 129,040.44                 | -                       | -                   | -                       | -                            | -                                 | -                              | -                   |
| OPERATING TRANSFERS IN                 | 17,500.00                  | 6,637,698.36            | 835,487.97          | 505,672.09              | -                            | -                                 | -                              | -                   |
| INDIRECT COSTS TRANSFERS OUT           | -                          | -                       | -                   | -                       | -                            | -                                 | -                              | (10,005,531.87)     |
| OPERATING TRANSFERS OUT                | (9,799,548.15)             | -                       | -                   | (205,983.72)            | -                            | -                                 | -                              | -                   |
| OTHER FINANCING SOURCES                | -                          | -                       | -                   | -                       | -                            | -                                 | -                              | (1,880,133.01)      |
| OTHER FINANCING USES                   | -                          | -                       | -                   | -                       | -                            | -                                 | -                              | -                   |
| <b>TOTAL OTHER FUND SOURCES (USES)</b> | <b>(9,653,007.71)</b>      | <b>6,637,698.36</b>     | <b>835,487.97</b>   | <b>299,688.37</b>       | <b>(50,000.00)</b>           | <b>(72,132.02)</b>                | <b>(8,000.00)</b>              | <b>(810,833.05)</b> |
| <b>NET CHANGE IN FUND BALANCE</b>      | <b>(680,701.03)</b>        | <b>-</b>                | <b>-</b>            | <b>-</b>                | <b>-</b>                     | <b>-</b>                          | <b>-</b>                       | <b>-</b>            |

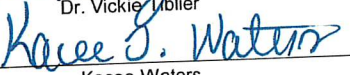
Original Date Approved: \_\_\_\_\_  
Amended\_X Date Approved: 8/8/2023

OCEAN SPRINGS SCHOOL DISTRICT  
COMBINING BUDGET  
FOR THE YEAR ENDING JUNE 30, 2024

| GENERAL FUNDS:                               | DIST MAINT<br>FUND<br>1120 | SPECIAL<br>EDUC<br>1130 | AEC<br>FUND<br>1140 | AT-RISK<br>MAEP<br>1145 | OAK PARK<br>ACTIVITY<br>1151 | MAGNOLIA<br>PARK ACTIVITY<br>1152 | PECAN PARK<br>ACTIVITY<br>1153 | PAGE<br>TOTAL |
|----------------------------------------------|----------------------------|-------------------------|---------------------|-------------------------|------------------------------|-----------------------------------|--------------------------------|---------------|
| <b>FUND BALANCE/RETAINED EARNINGS</b>        |                            |                         |                     |                         |                              |                                   |                                |               |
| July 1, 2023                                 | 11,639,816.73              | -                       | -                   | -                       | 50,000.00                    | 72,132.02                         | 8,000.00                       | 11,769,948.75 |
| PRIOR PERIOD ADJUSTMENT:                     | -                          | -                       | -                   | -                       | -                            | -                                 | -                              | -             |
| RECLASSIFY FUND EQUITY                       | -                          | -                       | -                   | -                       | -                            | -                                 | -                              | -             |
| UNRECORDED FUND EQUITY                       | -                          | -                       | -                   | -                       | -                            | -                                 | -                              | -             |
| RECLASSIFY FUND TYPES                        | -                          | -                       | -                   | -                       | 50,000.00                    | 72,132.02                         | 8,000.00                       | 11,769,948.75 |
| July 1, 2023, AS RESTATED                    | 11,639,816.73              | -                       | -                   | -                       | -                            | -                                 | -                              | 10,959,115.70 |
| Increase (decrease) in reserve for inventory | -                          | -                       | -                   | -                       | -                            | -                                 | -                              | -             |
| June 30, 2024 Fund Balance                   | 10,959,115.70              | -                       | -                   | -                       | -                            | -                                 | -                              | -             |

The above AMENDED budget has been approved by the School Board as noted in our board minutes dated August 8, 2023.

Board President:   
Dr. Vickie Tiblier

Board Secretary:   
Kacee Waters

(signature)  
(name)

8/8/2023

(signature)  
(name)

8/8/2023



OCEAN SPRINGS SCHOOL DISTRICT  
COMBINING BUDGET  
FOR THE YEAR ENDING JUNE 30, 2024

Original\_\_\_Date Approved:\_\_\_  
Amended\_X\_\_\_Date Approved: 8/8/2023

| <u>GENERAL FUNDS:</u>                                       | <u>OSUE<br/>ACTIVITY<br/>1154</u> | <u>OSMS<br/>ACTIVITY<br/>1155</u> | <u>OSHS<br/>ACTIVITY<br/>1156</u> | <u>CTE<br/>ACTIVITY<br/>1157</u> | <u>HS<br/>CLASS FEES<br/>1158</u> | <u>MS<br/>CLASS FEES<br/>1159</u> | <u>ATHLETIC<br/>ACTIVITY<br/>1160</u> | <u>PAGE<br/>TOTAL</u> |
|-------------------------------------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|----------------------------------|-----------------------------------|-----------------------------------|---------------------------------------|-----------------------|
| <b><u>REVENUES:</u></b>                                     |                                   |                                   |                                   |                                  |                                   |                                   |                                       |                       |
| LOCAL SOURCES                                               | 60,000.00                         | 30,000.00                         | 40,000.00                         | 4,000.00                         | 110,000.00                        | 12,000.00                         | 243,455.00                            | 499,455.00            |
| INTERMEDIATE                                                | -                                 | -                                 | -                                 | -                                | -                                 | -                                 | -                                     | -                     |
| STATE SOURCES                                               | -                                 | -                                 | -                                 | -                                | -                                 | -                                 | -                                     | -                     |
| FEDERAL SOURCES                                             | -                                 | -                                 | -                                 | -                                | -                                 | -                                 | -                                     | -                     |
| 16 SECTION                                                  | -                                 | -                                 | -                                 | -                                | -                                 | -                                 | -                                     | -                     |
| <b>TOTAL REVENUES</b>                                       | <b>60,000.00</b>                  | <b>30,000.00</b>                  | <b>40,000.00</b>                  | <b>4,000.00</b>                  | <b>110,000.00</b>                 | <b>12,000.00</b>                  | <b>243,455.00</b>                     | <b>499,455.00</b>     |
| <b><u>EXPENDITURES:</u></b>                                 |                                   |                                   |                                   |                                  |                                   |                                   |                                       |                       |
| INSTRUCTION                                                 | 126,150.00                        | 44,203.10                         | 44,825.26                         | 7,360.00                         | 121,763.00                        | 12,178.75                         | 327,231.00                            | 683,711.11            |
| SUPPORT SERVICES                                            | 16,400.00                         | 1,571.90                          | 2,274.74                          | -                                | 11,490.00                         | -                                 | 71,224.00                             | 102,960.64            |
| NON INSTRUCTIONAL                                           | -                                 | -                                 | -                                 | -                                | -                                 | -                                 | -                                     | -                     |
| 16TH SECTION                                                | -                                 | -                                 | -                                 | -                                | -                                 | -                                 | -                                     | -                     |
| FACILITIES ACQ./CONSTR                                      | -                                 | -                                 | -                                 | -                                | -                                 | -                                 | -                                     | -                     |
| DEBT SERVICE:                                               | -                                 | -                                 | -                                 | -                                | -                                 | -                                 | -                                     | -                     |
| PRINCIPLE                                                   | -                                 | -                                 | -                                 | -                                | -                                 | -                                 | -                                     | -                     |
| INTEREST                                                    | -                                 | -                                 | -                                 | -                                | -                                 | -                                 | -                                     | -                     |
| OTHER                                                       | -                                 | -                                 | -                                 | -                                | -                                 | -                                 | -                                     | -                     |
| <b>TOTAL EXPENDITURES</b>                                   | <b>142,550.00</b>                 | <b>45,775.00</b>                  | <b>47,100.00</b>                  | <b>7,360.00</b>                  | <b>133,253.00</b>                 | <b>12,178.75</b>                  | <b>398,455.00</b>                     | <b>786,671.75</b>     |
| <b>EXCESS (DEFICIENCY) OF REVENUE<br/>OVER EXPENDITURES</b> | <b>(82,550.00)</b>                | <b>(15,775.00)</b>                | <b>(7,100.00)</b>                 | <b>(3,360.00)</b>                | <b>(23,253.00)</b>                | <b>(178.75)</b>                   | <b>(155,000.00)</b>                   | <b>(287,216.75)</b>   |



Original Date Approved: \_\_\_\_\_  
 Amended X Date Approved: 8/8/2023

OCEAN SPRINGS SCHOOL DISTRICT  
 COMBINING BUDGET  
 FOR THE YEAR ENDING JUNE 30, 2024

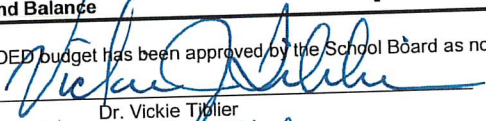
| GENERAL FUNDS:                          | OSUE<br>ACTIVITY<br>1154 | OSMS<br>ACTIVITY<br>1155 | OSHS<br>ACTIVITY<br>1156 | CTE<br>ACTIVITY<br>1157 | HS<br>CLASS FEES<br>1158 | MS<br>CLASS FEES<br>1159 | ATHLETIC<br>ACTIVITY<br>1160 | PAGE<br>TOTAL |
|-----------------------------------------|--------------------------|--------------------------|--------------------------|-------------------------|--------------------------|--------------------------|------------------------------|---------------|
| <b><u>OTHER FUND SOURCES (USES)</u></b> |                          |                          |                          |                         |                          |                          |                              |               |
| PROCEEDS OF GENERAL BONDS               | -                        | -                        | -                        | -                       | -                        | -                        | -                            | -             |
| PROCEEDS OF REFUNDING BONDS             | -                        | -                        | -                        | -                       | -                        | -                        | -                            | -             |
| PROCEEDS OF LOANS                       | -                        | -                        | -                        | -                       | -                        | -                        | -                            | -             |
| INCEPTION OF CAPITAL LEASES             | -                        | -                        | -                        | -                       | -                        | -                        | -                            | -             |
| INSURANCE LOSS RECOVERIES               | -                        | -                        | -                        | -                       | -                        | -                        | -                            | -             |
| SALE OF TRANSPORTATION EQUIP            | -                        | -                        | -                        | -                       | -                        | -                        | -                            | -             |
| SALE OF OTHER PROPERTY                  | -                        | -                        | -                        | -                       | -                        | -                        | -                            | -             |
| PAYMENTS TO REFUNDED BOND ESCROW        | -                        | -                        | -                        | -                       | -                        | -                        | 155,000.00                   | 155,000.00    |
| INDIRECT COSTS TRANSFERS IN             | -                        | -                        | -                        | -                       | -                        | -                        | -                            | -             |
| OTHER TRANSFERS IN                      | -                        | -                        | -                        | -                       | -                        | -                        | -                            | -             |
| INDIRECT COSTS TRANSFERS OUT            | -                        | -                        | -                        | -                       | -                        | -                        | -                            | -             |
| OTHER TRANSFERS OUT                     | -                        | -                        | -                        | -                       | -                        | -                        | -                            | -             |
| OTHER FINANCING SOURCES                 | -                        | -                        | -                        | -                       | -                        | -                        | 155,000.00                   | 155,000.00    |
| OTHER FINANCING USES                    | -                        | -                        | -                        | -                       | -                        | -                        | -                            | -             |
| <b>TOTAL OTHER FUND SOURCES (USES)</b>  |                          |                          |                          |                         |                          |                          |                              |               |
|                                         | (82,550.00)              | (15,775.00)              | (7,100.00)               | (3,360.00)              | (23,253.00)              | (178.75)                 | -                            | (132,216.75)  |
| <b>NET CHANGE IN FUND BALANCE</b>       |                          |                          |                          |                         |                          |                          |                              |               |

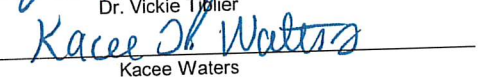
Original\_\_\_\_Date Approved:\_\_\_\_  
Amended\_X\_\_\_\_Date Approved: 8/8/2023

OCEAN SPRINGS SCHOOL DISTRICT  
COMBINING BUDGET  
FOR THE YEAR ENDING JUNE 30, 2024

| GENERAL FUNDS:                               | OSUE<br>ACTIVITY<br>1154 | OSMS<br>ACTIVITY<br>1155 | OSHS<br>ACTIVITY<br>1156 | CTE<br>ACTIVITY<br>1157 | HS<br>CLASS FEES<br>1158 | MS<br>CLASS FEES<br>1159 | ATHLETIC<br>ACTIVITY<br>1160 | PAGE<br>TOTAL |
|----------------------------------------------|--------------------------|--------------------------|--------------------------|-------------------------|--------------------------|--------------------------|------------------------------|---------------|
| <b>FUND BALANCE/RETAINED EARNINGS</b>        |                          |                          |                          |                         |                          |                          |                              |               |
| July 1, 2023                                 | 82,550.00                | 15,775.00                | 7,100.00                 | 3,360.00                | 23,253.00                | 178.75                   | -                            | 132,216.75    |
| PRIOR PERIOD ADJUSTMENT:                     | -                        | -                        | -                        | -                       | -                        | -                        | -                            | -             |
| RECLASSIFY FUND EQUITY                       | -                        | -                        | -                        | -                       | -                        | -                        | -                            | -             |
| UNRECORDED FUND EQUITY                       | -                        | -                        | -                        | -                       | -                        | -                        | -                            | -             |
| RECLASSIFY FUND TYPES                        | -                        | -                        | -                        | -                       | -                        | -                        | -                            | -             |
| July 1, 2023, AS RESTATED                    | 82,550.00                | 15,775.00                | 7,100.00                 | 3,360.00                | 23,253.00                | 178.75                   | -                            | 132,216.75    |
| Increase (decrease) in reserve for inventory | -                        | -                        | -                        | -                       | -                        | -                        | -                            | -             |
| June 29, 2024 Fund Balance                   | -                        | -                        | -                        | -                       | -                        | -                        | -                            | -             |

The above AMENDED budget has been approved by the School Board as noted in our board minutes dated August 8, 2023.

Board President:  (signature) 8/8/2023  
Dr. Vickie Tiblier (name)

Board Secretary:  (signature) 8/8/2023  
Kacee Waters (name)

Original Date Approved: \_\_\_\_\_  
 Amended\_X Date Approved: 8/8/2023

OCEAN SPRINGS SCHOOL DISTRICT  
 COMBINING BUDGET  
 FOR THE YEAR ENDING JUNE 30, 2024

| <u>GENERAL FUNDS:</u>                                  | AEC<br>ACTIVITY<br>1161 | OSUE<br>CLASS FEES<br>1162 | CTE<br>CLASS FEES<br>1165 | GENERAL<br>ACTIVITY<br>1170 | HS CLUB<br>FUND<br>1171 | MS CLUB<br>FUND<br>1172 | CTE CLUB<br>FUND<br>1172 | PAGE<br>TOTAL       |
|--------------------------------------------------------|-------------------------|----------------------------|---------------------------|-----------------------------|-------------------------|-------------------------|--------------------------|---------------------|
| <b>REVENUES:</b>                                       |                         |                            |                           |                             |                         |                         |                          |                     |
| LOCAL SOURCES                                          | 65.00                   | 16,500.00                  | 4,200.00                  | 20,000.00                   | 100,000.00              | 3,170.00                | 3,500.00                 | 147,435.00          |
| INTERMEDIATE                                           | -                       | -                          | -                         | -                           | -                       | -                       | -                        | -                   |
| STATE SOURCES                                          | -                       | -                          | -                         | -                           | -                       | -                       | -                        | -                   |
| FEDERAL SOURCES                                        | -                       | -                          | -                         | -                           | -                       | -                       | -                        | -                   |
| 16 SECTION                                             | -                       | -                          | -                         | -                           | -                       | -                       | -                        | -                   |
| <b>TOTAL REVENUES</b>                                  | <b>65.00</b>            | <b>16,500.00</b>           | <b>4,200.00</b>           | <b>20,000.00</b>            | <b>100,000.00</b>       | <b>3,170.00</b>         | <b>3,500.00</b>          | <b>147,435.00</b>   |
| <b>EXPENDITURES:</b>                                   |                         |                            |                           |                             |                         |                         |                          |                     |
| INSTRUCTION                                            | 2,365.00                | 19,846.00                  | 5,529.00                  | 55,330.00                   | 205,407.00              | 5,831.00                | 15,409.00                | 309,717.00          |
| SUPPORT SERVICES                                       | -                       | -                          | -                         | 7,990.00                    | -                       | -                       | -                        | 7,990.00            |
| NON INSTRUCTIONAL                                      | -                       | -                          | -                         | -                           | -                       | -                       | -                        | -                   |
| 16TH SECTION                                           | -                       | -                          | -                         | -                           | -                       | -                       | -                        | -                   |
| FACILITIES ACQ./CONSTR                                 | -                       | -                          | -                         | -                           | -                       | -                       | -                        | -                   |
| DEBT SERVICE                                           | -                       | -                          | -                         | -                           | -                       | -                       | -                        | -                   |
| PRINCIPLE                                              | -                       | -                          | -                         | -                           | -                       | -                       | -                        | -                   |
| INTEREST                                               | -                       | -                          | -                         | -                           | -                       | -                       | -                        | -                   |
| OTHER                                                  | -                       | -                          | -                         | -                           | -                       | -                       | -                        | -                   |
| <b>TOTAL EXPENDITURES</b>                              | <b>2,365.00</b>         | <b>19,846.00</b>           | <b>5,529.00</b>           | <b>63,320.00</b>            | <b>205,407.00</b>       | <b>5,831.00</b>         | <b>15,409.00</b>         | <b>317,707.00</b>   |
| <b>EXCESS (DEFICIENCY)<br/>OF REVENUE EXPENDITURES</b> | <b>(2,300.00)</b>       | <b>(3,346.00)</b>          | <b>(1,329.00)</b>         | <b>(43,320.00)</b>          | <b>(105,407.00)</b>     | <b>(2,661.00)</b>       | <b>(11,909.00)</b>       | <b>(170,272.00)</b> |

Original Date Approved: \_\_\_\_\_  
 Amended\_X Date Approved: 8/8/2023

OCEAN SPRINGS SCHOOL DISTRICT  
 COMBINING BUDGET  
 FOR THE YEAR ENDING JUNE 30, 2024

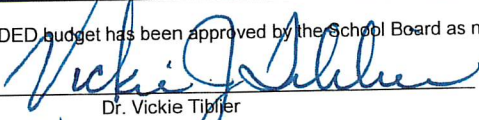
| GENERAL FUNDS:                         | AEC<br>ACTIVITY<br>1161 | OSUE<br>CLASS FEES<br>1162 | CTE<br>CLASS FEES<br>1165 | GENERAL<br>ACTIVITY<br>1170 | HS CLUB<br>FUND<br>1171 | MS CLUB<br>FUND<br>1172 | CTE CLUB<br>FUND<br>1172 | PAGE<br>TOTAL |
|----------------------------------------|-------------------------|----------------------------|---------------------------|-----------------------------|-------------------------|-------------------------|--------------------------|---------------|
| <b>OTHER FUND SOURCES (USES)</b>       |                         |                            |                           |                             |                         |                         |                          |               |
| PROCEEDS OF GENERAL BONDS              | -                       | -                          | -                         | -                           | -                       | -                       | -                        | -             |
| PROCEEDS OF REFUNDING BONDS            | -                       | -                          | -                         | -                           | -                       | -                       | -                        | -             |
| PROCEEDS OF LOANS                      | -                       | -                          | -                         | -                           | -                       | -                       | -                        | -             |
| INCEPTION OF CAPITAL LEASES            | -                       | -                          | -                         | -                           | -                       | -                       | -                        | -             |
| INSURANCE LOSS RECOVERIES              | -                       | -                          | -                         | -                           | -                       | -                       | -                        | -             |
| SALE OF TRANSPORTATION EQUIP           | -                       | -                          | -                         | -                           | -                       | -                       | -                        | -             |
| SALE OF LAND                           | -                       | -                          | -                         | -                           | -                       | -                       | -                        | -             |
| SALE OF OTHER PROPERTY                 | -                       | -                          | -                         | -                           | -                       | -                       | -                        | -             |
| INDIRECT COSTS                         | -                       | -                          | -                         | -                           | -                       | -                       | -                        | -             |
| OTHER TRANSFERS IN                     | -                       | -                          | -                         | -                           | -                       | -                       | -                        | -             |
| PAYMENTS TO ESCROW AGENTS              | -                       | -                          | -                         | -                           | -                       | -                       | -                        | -             |
| MISCELLANEOUS OTSOURCES                | -                       | -                          | -                         | -                           | -                       | -                       | -                        | -             |
| INDIRECT COSTS TRANSFERS OUT           | -                       | -                          | -                         | -                           | -                       | -                       | -                        | -             |
| OTHER TRANSFERS OUT                    | -                       | -                          | -                         | -                           | -                       | -                       | -                        | -             |
| PAYMENTS BOND ESCROW AGENT             | -                       | -                          | -                         | -                           | -                       | -                       | -                        | -             |
| PAYMENTS DEBT ESCROW AGENT             | -                       | -                          | -                         | -                           | -                       | -                       | -                        | -             |
| MISCELLANEOUS OTHER USES               | -                       | -                          | -                         | -                           | -                       | -                       | -                        | -             |
| <b>TOTAL OTHER FUND SOURCES (USES)</b> |                         |                            |                           |                             |                         |                         |                          |               |
|                                        | (2,300.00)              | (3,346.00)                 | (1,329.00)                | (43,320.00)                 | (105,407.00)            | (2,661.00)              | (11,909.00)              | (170,272.00)  |
| <b>NET CHANGE IN FUND BALANCE</b>      |                         |                            |                           |                             |                         |                         |                          |               |

OCEAN SPRINGS SCHOOL DISTRICT  
COMBINING BUDGET  
FOR THE YEAR ENDING JUNE 30, 2024

Original Date Approved: \_\_\_\_\_  
Amended\_X Date Approved: 8/8/2023

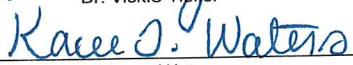
| GENERAL FUNDS:                               | AEC<br>ACTIVITY<br>1161 | OSUE<br>CLASS FEES<br>1162 | CTE<br>CLASS FEES<br>1165 | GENERAL<br>ACTIVITY<br>1170 | HS CLUB<br>FUND<br>1171 | MS CLUB<br>FUND<br>1172 | CTE CLUB<br>FUND<br>1172 | PAGE<br>TOTAL |
|----------------------------------------------|-------------------------|----------------------------|---------------------------|-----------------------------|-------------------------|-------------------------|--------------------------|---------------|
| <b>FUND BALANCE/RETAINED EARNINGS</b>        |                         |                            |                           |                             |                         |                         |                          |               |
| July 1, 2023 Fund Balance                    | 2,300.00                | 3,346.00                   | 1,329.00                  | 43,320.00                   | 105,407.00              | 2,661.00                | 11,909.00                | 170,272.00    |
| PRIOR PERIOD ADJUSTMENT:                     | -                       | -                          | -                         | -                           | -                       | -                       | -                        | -             |
| RECLASSIFY FUND EQUITY                       | -                       | -                          | -                         | -                           | -                       | -                       | -                        | -             |
| UNRECORDED FUND EQUITY                       | -                       | -                          | -                         | -                           | -                       | -                       | -                        | -             |
| RECLASSIFY FUND TYPES                        | -                       | -                          | -                         | -                           | -                       | -                       | -                        | -             |
| July 1, 2023, AS RESTATED                    | 2,300.00                | 3,346.00                   | 1,329.00                  | 43,320.00                   | 105,407.00              | 2,661.00                | 11,909.00                | 170,272.00    |
| Increase (decrease) in reserve for inventory | -                       | -                          | -                         | -                           | -                       | -                       | -                        | -             |
| June 30, 2024 Fund Balance                   | -                       | -                          | -                         | -                           | -                       | -                       | -                        | -             |

The above AMENDED budget has been approved by the School Board as noted in our board minutes dated August 8, 2023.

Board President:   
Dr. Vickie Tibber

(signature)  
(name)

8/8/2023

Board Secretary:   
Kacee Waters

(signature)  
(name)

8/8/2023

OCEAN SPRINGS SCHOOL DISTRICT  
COMBINING BUDGET  
FOR THE YEAR ENDING JUNE 30, 2024

Original Date Approved: \_\_\_\_\_  
Amended\_X Date Approved: 8/8/2023

| GENERAL FUNDS:                                         | UE CLUB<br>FUND<br>1174 | ERATE<br>FUND<br>1901 | INSTRUCTIONAL<br>EQUITY<br>1902 | TEXTBOOK<br>FUND<br>1903 | SBAC<br>FUND<br>1906 |          |          | PAGE<br>TOTAL       |
|--------------------------------------------------------|-------------------------|-----------------------|---------------------------------|--------------------------|----------------------|----------|----------|---------------------|
| <b>REVENUES:</b>                                       |                         |                       |                                 |                          |                      |          |          |                     |
| LOCAL SOURCES                                          | 3,760.00                | -                     | -                               | 20,250.00                | -                    | -        | -        | 24,010.00           |
| INTERMEDIATE                                           | -                       | -                     | -                               | -                        | -                    | -        | -        | -                   |
| STATE SOURCES                                          | -                       | -                     | -                               | -                        | -                    | -        | -        | 64,165.00           |
| FEDERAL SOURCES                                        | -                       | 50,000.00             | -                               | -                        | 14,165.00            | -        | -        | -                   |
| 16 SECTION                                             | -                       | -                     | -                               | -                        | -                    | -        | -        | 88,175.00           |
| <b>TOTAL REVENUES</b>                                  | <b>3,760.00</b>         | <b>50,000.00</b>      | <b>-</b>                        | <b>20,250.00</b>         | <b>14,165.00</b>     | <b>-</b> | <b>-</b> |                     |
| <b>EXPENDITURES:</b>                                   |                         |                       |                                 |                          |                      |          |          |                     |
| INSTRUCTION                                            | 4,542.50                | -                     | 5,112.01                        | 430,000.00               | 6,600.00             | -        | -        | 446,254.51          |
| SUPPORT SERVICES                                       | -                       | 50,000.00             | 13,887.99                       | -                        | 31,365.00            | -        | -        | 95,252.99           |
| NON INSTRUCTIONAL                                      | -                       | -                     | -                               | -                        | -                    | -        | -        | -                   |
| 16TH SECTION                                           | -                       | -                     | -                               | -                        | -                    | -        | -        | -                   |
| FACILITIES ACQ./CONSTR                                 | -                       | -                     | -                               | -                        | -                    | -        | -        | -                   |
| DEBT SERVICE                                           | -                       | -                     | -                               | -                        | -                    | -        | -        | -                   |
| PRINCIPLE                                              | -                       | -                     | -                               | -                        | -                    | -        | -        | -                   |
| INTEREST                                               | -                       | -                     | -                               | -                        | -                    | -        | -        | -                   |
| OTHER                                                  | -                       | -                     | -                               | -                        | -                    | -        | -        | -                   |
| <b>TOTAL EXPENDITURES</b>                              | <b>4,542.50</b>         | <b>50,000.00</b>      | <b>19,000.00</b>                | <b>430,000.00</b>        | <b>37,965.00</b>     | <b>-</b> | <b>-</b> | <b>541,507.50</b>   |
| <b>EXCESS (DEFICIENCY)<br/>OF REVENUE EXPENDITURES</b> | <b>(782.50)</b>         | <b>-</b>              | <b>(19,000.00)</b>              | <b>(409,750.00)</b>      | <b>(23,800.00)</b>   | <b>-</b> | <b>-</b> | <b>(453,332.50)</b> |

OCEAN SPRINGS SCHOOL DISTRICT  
COMBINING BUDGET  
FOR THE YEAR ENDING JUNE 30, 2024

Original Date Approved: \_\_\_\_\_  
Amended\_X Date Approved: 8/8/2023

| GENERAL FUNDS:                         | UE CLUB<br>FUND<br>1174 | ERATE<br>FUND<br>1901 | INSTRUCTIONAL<br>EQUITY<br>1902 | TEXTBOOK<br>FUND<br>1903 | SBAC<br>FUND<br>1906 | PAGE<br>TOTAL      |
|----------------------------------------|-------------------------|-----------------------|---------------------------------|--------------------------|----------------------|--------------------|
| <b>OTHER FUND SOURCES (USES)</b>       |                         |                       |                                 |                          |                      |                    |
| PROCEEDS OF GENERAL BONDS              | -                       | -                     | -                               | -                        | -                    | -                  |
| PROCEEDS OF REFUNDING BONDS            | -                       | -                     | -                               | -                        | -                    | -                  |
| PROCEEDS OF LOANS                      | -                       | -                     | -                               | -                        | -                    | -                  |
| INCEPTION OF CAPITAL LEASES            | -                       | -                     | -                               | -                        | -                    | -                  |
| INSURANCE LOSS RECOVERIES              | -                       | -                     | -                               | -                        | -                    | -                  |
| SALE OF TRANSPORTATION EQUIP           | -                       | -                     | -                               | -                        | -                    | -                  |
| SALE OF LAND                           | -                       | -                     | -                               | -                        | -                    | -                  |
| SALE OF OTHER PROPERTY                 | -                       | -                     | -                               | -                        | -                    | 409,750.00         |
| INDIRECT COSTS                         | -                       | -                     | -                               | 409,750.00               | -                    | -                  |
| OTHER TRANSFERS IN                     | -                       | -                     | -                               | -                        | -                    | -                  |
| PAYMENTS TO ESCROW AGENTS              | -                       | -                     | -                               | -                        | -                    | -                  |
| MISCELLANEOUS OTSOURCES                | -                       | -                     | -                               | -                        | -                    | -                  |
| INDIRECT COSTS TRANSFERS OUT           | -                       | -                     | -                               | -                        | -                    | -                  |
| OTHER TRANSFERS OUT                    | -                       | -                     | -                               | -                        | -                    | -                  |
| PAYMENTS BOND ESCROW AGENT             | -                       | -                     | -                               | -                        | -                    | -                  |
| PAYMENTS DEBT ESCROW AGENT             | -                       | -                     | -                               | -                        | -                    | -                  |
| MISCELLANEOUS OTHER USES               | -                       | -                     | -                               | -                        | -                    | -                  |
| <b>TOTAL OTHER FUND SOURCES (USES)</b> | -                       | -                     | -                               | <b>409,750.00</b>        | -                    | <b>409,750.00</b>  |
| <b>NET CHANGE IN FUND BALANCE</b>      | <b>(782.50)</b>         | -                     | <b>(19,000.00)</b>              | -                        | <b>(23,800.00)</b>   | <b>(43,582.50)</b> |

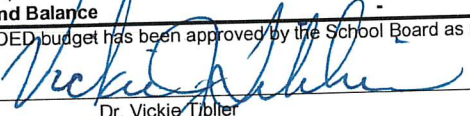


OCEAN SPRINGS SCHOOL DISTRICT  
COMBINING BUDGET  
FOR THE YEAR ENDING JUNE 30, 2024

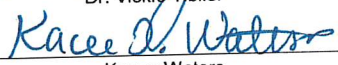
Original Date Approved: \_\_\_\_\_  
Amended X Date Approved: 8/8/2023

| GENERAL FUNDS:                               | UE CLUB<br>FUND<br>1174 | ERATE<br>FUND<br>1901 | INSTRUCTIONAL<br>EQUITY<br>1902 | TEXTBOOK<br>FUND<br>1903 | SBAC<br>FUND<br>1906 |   |   | PAGE<br>TOTAL |
|----------------------------------------------|-------------------------|-----------------------|---------------------------------|--------------------------|----------------------|---|---|---------------|
| <b>FUND BALANCE/RETAINED EARNINGS</b>        |                         |                       |                                 |                          |                      |   |   | 263,282.50    |
| July 1, 2023 Fund Balance                    | 782.50                  | -                     | 19,000.00                       | 219,700.00               | 23,800.00            | - | - | -             |
| PRIOR PERIOD ADJUSTMENT:                     | -                       | -                     | -                               | -                        | -                    | - | - | -             |
| RECLASSIFY FUND EQUITY                       | -                       | -                     | -                               | -                        | -                    | - | - | -             |
| UNRECORDED FUND EQUITY                       | -                       | -                     | -                               | -                        | -                    | - | - | -             |
| RECLASSIFY FUND TYPES                        | -                       | -                     | -                               | -                        | -                    | - | - | 263,282.50    |
| July 1, 2023, AS RESTATED                    | 782.50                  | -                     | 19,000.00                       | 219,700.00               | 23,800.00            | - | - | -             |
| Increase (decrease) in reserve for inventory | -                       | -                     | -                               | -                        | -                    | - | - | 219,700.00    |
| June 30, 2024 Fund Balance                   | -                       | -                     | -                               | 219,700.00               | -                    | - | - | -             |

The above AMENDED budget has been approved by the School Board as noted in our board minutes dated August 8, 2023.

Board President:   
Dr. Vickie Toller

(signature)  
(name) 8/8/2023

Board Secretary:   
Kacey Waters

(signature)  
(name) 8/8/2023

OCEAN SPRINGS SCHOOL DISTRICT  
COMBINING BUDGET  
FOR THE YEAR ENDING JUNE 30, 2024

Original Date Approved: \_\_\_\_\_  
Amended\_X Date Approved: 8/8/2023

|                                                        | CHILD<br>NUTRITION<br>2110 | TITLE I<br>FUND<br>2211 | FEDERAL<br>PROG ADMIN<br>2290 | EEF BUILDING<br>AND BUSES<br>2410 | TITLE II<br>FUNDS<br>2511 | TITLE III<br>FUNDS<br>2560 | ESSER II<br>FUNDS<br>2594 | PAGE<br>TOTAL       |
|--------------------------------------------------------|----------------------------|-------------------------|-------------------------------|-----------------------------------|---------------------------|----------------------------|---------------------------|---------------------|
| <b>SPECIAL REVENUE FUNDS:</b>                          |                            |                         |                               |                                   |                           |                            |                           |                     |
|                                                        |                            |                         |                               |                                   |                           |                            |                           | 980,831.00          |
| <b>REVENUES:</b>                                       |                            |                         |                               |                                   |                           |                            |                           |                     |
| LOCAL SOURCES                                          | 980,831.00                 | -                       | -                             | -                                 | -                         | -                          | -                         | -                   |
| INTERMEDIATE                                           | -                          | -                       | -                             | 184,021.00                        | -                         | -                          | -                         | 184,021.00          |
| STATE SOURCES                                          | -                          | -                       | -                             | -                                 | 201,743.03                | 28,155.83                  | 252,348.60                | 3,386,802.03        |
| FEDERAL SOURCES                                        | 2,013,000.00               | 891,554.57              | -                             | -                                 | -                         | -                          | -                         | -                   |
| 16 SECTION                                             | -                          | -                       | -                             | 184,021.00                        | 201,743.03                | 28,155.83                  | 252,348.60                | 4,551,654.03        |
| <b>TOTAL REVENUES</b>                                  | <b>2,993,831.00</b>        | <b>891,554.57</b>       |                               |                                   |                           |                            |                           |                     |
| <b>EXPENDITURES:</b>                                   |                            |                         |                               |                                   |                           |                            |                           |                     |
| INSTRUCTION                                            | -                          | 602,192.14              | -                             | -                                 | 12,457.20                 | 28,005.83                  | 213,849.77                | 856,504.94          |
| SUPPORT SERVICES                                       | 382,751.00                 | 91,265.74               | 187,778.32                    | -                                 | 181,285.83                | -                          | 38,498.83                 | 881,579.72          |
| NON INSTRUCTIONAL                                      | 2,586,080.00               | 14,471.38               | -                             | -                                 | -                         | -                          | -                         | 2,600,551.38        |
| 16TH SECTION                                           | -                          | -                       | -                             | -                                 | -                         | -                          | -                         | -                   |
| FACILITIES ACQ./CONSTR                                 | -                          | -                       | -                             | -                                 | -                         | -                          | -                         | -                   |
| DEBT SERVICE                                           | -                          | -                       | -                             | -                                 | -                         | -                          | -                         | -                   |
| PRINCIPLE                                              | -                          | -                       | -                             | -                                 | -                         | -                          | -                         | -                   |
| INTEREST                                               | -                          | -                       | -                             | -                                 | -                         | -                          | -                         | -                   |
| OTHER                                                  | -                          | -                       | -                             | -                                 | -                         | -                          | -                         | -                   |
| <b>TOTAL EXPENDITURES</b>                              | <b>2,968,831.00</b>        | <b>707,929.26</b>       | <b>187,778.32</b>             |                                   | <b>193,743.03</b>         | <b>28,005.83</b>           | <b>252,348.60</b>         | <b>4,338,636.04</b> |
| <b>EXCESS (DEFICIENCY)<br/>OF REVENUE EXPENDITURES</b> | <b>25,000.00</b>           | <b>183,625.31</b>       | <b>(187,778.32)</b>           | <b>184,021.00</b>                 | <b>8,000.00</b>           | <b>150.00</b>              | <b>-</b>                  | <b>213,017.99</b>   |

OCEAN SPRINGS SCHOOL DISTRICT  
COMBINING BUDGET  
FOR THE YEAR ENDING JUNE 30, 2024

Original\_\_\_\_Date Approved:\_\_\_\_  
Amended\_X\_\_\_\_Date Approved: 8/8/2023

| <u>SPECIAL REVENUE FUNDS:</u>           | CHILD<br>NUTRITION<br>2110 | TITLE I<br>FUND<br>2211 | FEDERAL<br>PROG ADMIN<br>2290 | EEF BUILDING<br>AND BUSES<br>2410 | TITLE II<br>FUNDS<br>2511 | TITLE III<br>FUNDS<br>2560 | ESSER II<br>FUNDS<br>2594 | PAGE<br>TOTAL       |
|-----------------------------------------|----------------------------|-------------------------|-------------------------------|-----------------------------------|---------------------------|----------------------------|---------------------------|---------------------|
| <b><u>OTHER FUND SOURCES (USES)</u></b> |                            |                         |                               |                                   |                           |                            |                           |                     |
| PROCEEDS OF GENERAL BONDS               | -                          | -                       | -                             | -                                 | -                         | -                          | -                         | -                   |
| PROCEEDS OF REFUNDING BONDS             | -                          | -                       | -                             | -                                 | -                         | -                          | -                         | -                   |
| PROCEEDS OF LOANS                       | -                          | -                       | -                             | -                                 | -                         | -                          | -                         | -                   |
| INCEPTION OF CAPITAL LEASES             | -                          | -                       | -                             | -                                 | -                         | -                          | -                         | -                   |
| INSURANCE LOSS RECOVERIES               | -                          | -                       | -                             | -                                 | -                         | -                          | -                         | -                   |
| SALE OF TRANSPORTATION EQUIP            | -                          | -                       | -                             | -                                 | -                         | -                          | -                         | -                   |
| SALE OF LAND                            | -                          | -                       | -                             | -                                 | -                         | -                          | -                         | -                   |
| SALE OF OTHER PROPERTY                  | -                          | -                       | -                             | -                                 | -                         | -                          | -                         | -                   |
| INDIRECT COSTS                          | -                          | -                       | 187,778.32                    | -                                 | -                         | -                          | -                         | 187,778.32          |
| OTHER TRANSFERS IN                      | -                          | -                       | -                             | -                                 | -                         | -                          | -                         | -                   |
| PAYMENTS TO ESCROW AGENTS               | -                          | -                       | -                             | -                                 | -                         | -                          | -                         | -                   |
| MISCELLANEOUS OTSOURCES                 | -                          | -                       | -                             | -                                 | -                         | -                          | -                         | -                   |
| INDIRECT COSTS TRANSFERS OUT            | (25,000.00)                | (4,996.99)              | -                             | -                                 | (8,000.00)                | (150.00)                   | -                         | (38,146.99)         |
| OTHER TRANSFERS OUT                     | -                          | (178,628.32)            | -                             | (184,021.00)                      | -                         | -                          | -                         | (362,649.32)        |
| PAYMENTS BOND ESCROW AGENT              | -                          | -                       | -                             | -                                 | -                         | -                          | -                         | -                   |
| PAYMENTS DEBT ESCROW AGENT              | -                          | -                       | -                             | -                                 | -                         | -                          | -                         | -                   |
| MISCELLANEOUS OTHER USES                | -                          | -                       | -                             | -                                 | -                         | -                          | -                         | -                   |
| <b>TOTAL OTHER FUND SOURCES (USES)</b>  | <b>(25,000.00)</b>         | <b>(183,625.31)</b>     | <b>187,778.32</b>             | <b>(184,021.00)</b>               | <b>(8,000.00)</b>         | <b>(150.00)</b>            | <b>-</b>                  | <b>(213,017.99)</b> |
| <b>NET CHANGE IN FUND BALANCE</b>       | <b>-</b>                   | <b>-</b>                | <b>-</b>                      | <b>-</b>                          | <b>-</b>                  | <b>-</b>                   | <b>-</b>                  | <b>(0.00)</b>       |

OCEAN SPRINGS SCHOOL DISTRICT  
COMBINING BUDGET  
FOR THE YEAR ENDING JUNE 30, 2024

Original Date Approved: \_\_\_\_\_  
Amended\_X Date Approved: 8/8/2023

| <u>SPECIAL REVENUE FUNDS:</u>                | CHILD<br>NUTRITION<br>2110 | TITLE I<br>FUND<br>2211 | FEDERAL<br>PROG ADMIN<br>2290 | EEF BUILDING<br>AND BUSES<br>2410 | TITLE II<br>FUNDS<br>2511 | TITLE III<br>FUNDS<br>2560 | ESSER II<br>FUNDS<br>2594 | PAGE<br>TOTAL |
|----------------------------------------------|----------------------------|-------------------------|-------------------------------|-----------------------------------|---------------------------|----------------------------|---------------------------|---------------|
| <u>FUND BALANCE/RETAINED EARNINGS</u>        |                            |                         |                               |                                   |                           |                            |                           |               |
| July 1, 2023 Fund Balance                    | 2,324,133.41               |                         |                               |                                   |                           |                            | -                         | 2,324,133.41  |
| PRIOR PERIOD ADJUSTMENT:                     | -                          | -                       | -                             | -                                 | -                         | -                          | -                         | -             |
| RECLASSIFY FUND EQUITY                       | -                          | -                       | -                             | -                                 | -                         | -                          | -                         | -             |
| UNRECORDED FUND EQUITY                       | -                          | -                       | -                             | -                                 | -                         | -                          | -                         | -             |
| RECLASSIFY FUND TYPES                        | -                          | -                       | -                             | -                                 | -                         | -                          | -                         | -             |
| July 1, 2023, AS RESTATED                    | 2,324,133.41               | -                       | -                             | -                                 | -                         | -                          | -                         | 2,324,133.41  |
| Increase (decrease) in reserve for inventory | -                          | -                       | -                             | -                                 | -                         | -                          | -                         | -             |
| June 30, 2024 Fund Balance                   | 2,324,133.41               | -                       | -                             | -                                 | -                         | -                          | -                         | 2,324,133.41  |

The above AMENDED budget has been approved by the School Board as noted in our board minutes dated August 8, 2023.

Board President:   
Dr. Vickie Tiblier

(signature)  
(name)

8/8/2023

Board Secretary:   
Kacee Waters

(signature)  
(name)

8/8/2023

OCEAN SPRINGS SCHOOL DISTRICT  
COMBINING BUDGET  
FOR THE YEAR ENDING JUNE 30, 2024

Original\_\_\_\_Date Approved:\_\_\_\_  
Amended\_X\_\_\_\_Date Approved: 8/8/2023

| <u>SPECIAL REVENUE FUNDS:</u>                          | ARP ESSER<br>FUNDS<br>2598 | IDEA<br>FUNDS<br>2610 | IDEA PRESCHOOL<br>FUNDS<br>2620 | FEDERAL PBIS<br>FUND<br>2630 | CTE<br>FUND<br>2711   | TITLE IV<br>FUNDS<br>2811 | UNEMPLOYMENT<br>FUNDS<br>2620 | PAGE<br>TOTAL         |
|--------------------------------------------------------|----------------------------|-----------------------|---------------------------------|------------------------------|-----------------------|---------------------------|-------------------------------|-----------------------|
| <b><u>REVENUES:</u></b>                                |                            |                       |                                 |                              |                       |                           |                               |                       |
| LOCAL SOURCES                                          | -                          | -                     | -                               | -                            | -                     | -                         | -                             | -                     |
| INTERMEDIATE                                           | -                          | -                     | -                               | -                            | -                     | -                         | -                             | -                     |
| STATE SOURCES                                          | -                          | -                     | -                               | -                            | 575,000.00            | -                         | -                             | 575,000.00            |
| FEDERAL SOURCES                                        | 1,659,031.46               | 2,019,443.18          | 53,313.72                       | 13,959.20                    | 45,000.00             | 86,687.64                 | -                             | 3,877,435.20          |
| 16 SECTION                                             | -                          | -                     | -                               | -                            | -                     | -                         | -                             | -                     |
| <b>TOTAL REVENUES</b>                                  | <b>1,659,031.46</b>        | <b>2,019,443.18</b>   | <b>53,313.72</b>                | <b>13,959.20</b>             | <b>620,000.00</b>     | <b>86,687.64</b>          | <b>-</b>                      | <b>4,452,435.20</b>   |
| <b><u>EXPENDITURES:</u></b>                            |                            |                       |                                 |                              |                       |                           |                               |                       |
| INSTRUCTION                                            | 198,511.24                 | 971,646.97            | 40,500.00                       | 13,959.20                    | 1,961,717.53          | 80,887.64                 | 10,000.00                     | 3,277,222.58          |
| SUPPORT SERVICES                                       | 21,455.30                  | 949,993.44            | 10,073.04                       | -                            | 110,205.92            | 4,800.00                  | -                             | 1,096,527.70          |
| NON INSTRUCTIONAL                                      | -                          | 1,500.00              | -                               | -                            | -                     | -                         | -                             | 1,500.00              |
| 16TH SECTION                                           | -                          | -                     | -                               | -                            | -                     | -                         | -                             | -                     |
| FACILITIES ACQ./CONSTR                                 | 1,439,064.92               | -                     | -                               | -                            | -                     | -                         | -                             | 1,439,064.92          |
| DEBT SERVICE                                           | -                          | -                     | -                               | -                            | -                     | -                         | -                             | -                     |
| PRINCIPLE                                              | -                          | -                     | -                               | -                            | -                     | -                         | -                             | -                     |
| INTEREST                                               | -                          | -                     | -                               | -                            | -                     | -                         | -                             | -                     |
| OTHER                                                  | -                          | -                     | -                               | -                            | -                     | -                         | -                             | -                     |
| <b>TOTAL EXPENDITURES</b>                              | <b>1,659,031.46</b>        | <b>1,923,140.41</b>   | <b>50,573.04</b>                | <b>13,959.20</b>             | <b>2,071,923.45</b>   | <b>85,687.64</b>          | <b>10,000.00</b>              | <b>5,814,315.20</b>   |
| <b>EXCESS (DEFICIENCY)<br/>OF REVENUE EXPENDITURES</b> | <b>-</b>                   | <b>96,302.77</b>      | <b>2,740.68</b>                 | <b>-</b>                     | <b>(1,451,923.45)</b> | <b>1,000.00</b>           | <b>(10,000.00)</b>            | <b>(1,361,880.00)</b> |

OCEAN SPRINGS SCHOOL DISTRICT  
COMBINING BUDGET  
FOR THE YEAR ENDING JUNE 30, 2024

Original Date Approved: \_\_\_\_\_  
Amended\_X Date Approved: 8/8/2023

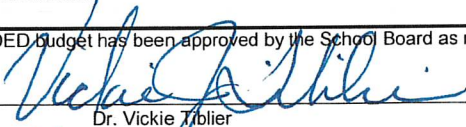
| <u>SPECIAL REVENUE FUNDS:</u>           | ARP ESSER<br>FUNDS<br>2598 | IDEA<br>FUNDS<br>2610 | IDEA PRESCHOOL<br>FUNDS<br>2620 | FEDERAL PBIS<br>FUND<br>2630 | CTE<br>FUND<br>2711 | TITLE IV<br>FUNDS<br>2811 | UNEMPLOYMENT<br>FUNDS<br>2620 | PAGE<br>TOTAL |
|-----------------------------------------|----------------------------|-----------------------|---------------------------------|------------------------------|---------------------|---------------------------|-------------------------------|---------------|
| <b><u>OTHER FUND SOURCES (USES)</u></b> |                            |                       |                                 |                              |                     |                           |                               |               |
| PROCEEDS OF GENERAL BONDS               | -                          | -                     | -                               | -                            | -                   | -                         | -                             | -             |
| PROCEEDS OF REFUNDING BONDS             | -                          | -                     | -                               | -                            | -                   | -                         | -                             | -             |
| PROCEEDS OF LOANS                       | -                          | -                     | -                               | -                            | -                   | -                         | -                             | -             |
| INCEPTION OF CAPITAL LEASES             | -                          | -                     | -                               | -                            | -                   | -                         | -                             | -             |
| INSURANCE LOSS RECOVERIES               | -                          | -                     | -                               | -                            | -                   | -                         | -                             | -             |
| SALE OF TRANSPORTATION EQUIP            | -                          | -                     | -                               | -                            | -                   | -                         | -                             | -             |
| SALE OF LAND                            | -                          | -                     | -                               | -                            | -                   | -                         | -                             | -             |
| SALE OF OTHER PROPERTY                  | -                          | -                     | -                               | -                            | -                   | -                         | -                             | -             |
| INDIRECT COSTS                          | -                          | -                     | -                               | -                            | 1,451,923.45        | -                         | 10,000.00                     | 1,461,923.45  |
| OTHER TRANSFERS IN                      | -                          | -                     | -                               | -                            | -                   | -                         | -                             | -             |
| PAYMENTS TO ESCROW AGENTS               | -                          | -                     | -                               | -                            | -                   | -                         | -                             | -             |
| MISCELLANEOUS OTSOURCES                 | -                          | (96,302.77)           | (2,740.68)                      | -                            | -                   | -                         | -                             | (99,043.45)   |
| INDIRECT COSTS TRANSFERS OUT            | -                          | -                     | -                               | -                            | -                   | (1,000.00)                | -                             | (1,000.00)    |
| OTHER TRANSFERS OUT                     | -                          | -                     | -                               | -                            | -                   | -                         | -                             | -             |
| PAYMENTS BOND ESCROW AGENT              | -                          | -                     | -                               | -                            | -                   | -                         | -                             | -             |
| PAYMENTS DEBT ESCROW AGENT              | -                          | -                     | -                               | -                            | -                   | -                         | -                             | -             |
| MISCELLANEOUS OTHER USES                | -                          | -                     | -                               | -                            | -                   | -                         | -                             | -             |
| <b>TOTAL OTHER FUND SOURCES (USES)</b>  | -                          | (96,302.77)           | (2,740.68)                      | -                            | 1,451,923.45        | (1,000.00)                | 10,000.00                     | 1,361,880.00  |
| <b>NET CHANGE IN FUND BALANCE</b>       | -                          | -                     | -                               | -                            | -                   | -                         | -                             | -             |

OCEAN SPRINGS SCHOOL DISTRICT  
COMBINING BUDGET  
FOR THE YEAR ENDING JUNE 30, 2024

Original Date Approved: \_\_\_\_\_  
Amended X Date Approved: 8/8/2023

| <u>SPECIAL REVENUE FUNDS:</u>                | ARP ESSER<br>FUNDS<br>2598 | IDEA<br>FUNDS<br>2610 | IDEA PRESCHOOL<br>FUNDS<br>2620 | FEDERAL PBIS<br>FUND<br>2630 | CTE<br>FUND<br>2711 | TITLE IV<br>FUNDS<br>2811 | UNEMPLOYMENT<br>FUNDS<br>2620 | PAGE<br>TOTAL |
|----------------------------------------------|----------------------------|-----------------------|---------------------------------|------------------------------|---------------------|---------------------------|-------------------------------|---------------|
| <b><u>FUND BALANCE/RETAINED EARNINGS</u></b> |                            |                       |                                 |                              |                     |                           |                               |               |
| July 1, 2023 Fund Balance                    | -                          | -                     | -                               | -                            | -                   | -                         | 104,502.82                    | 104,502.82    |
| PRIOR PERIOD ADJUSTMENT:                     | -                          | -                     | -                               | -                            | -                   | -                         | -                             | -             |
| RECLASSIFY FUND EQUITY                       | -                          | -                     | -                               | -                            | -                   | -                         | -                             | -             |
| UNRECORDED FUND EQUITY                       | -                          | -                     | -                               | -                            | -                   | -                         | -                             | -             |
| RECLASSIFY FUND TYPES                        | -                          | -                     | -                               | -                            | -                   | -                         | -                             | -             |
| July 1, 2023, AS RESTATED                    | -                          | -                     | -                               | -                            | -                   | -                         | 104,502.82                    | 104,502.82    |
| Increase (decrease) in reserve for inventory | -                          | -                     | -                               | -                            | -                   | -                         | -                             | -             |
| June 30, 2024 Fund Balance                   | -                          | -                     | -                               | -                            | -                   | -                         | 104,502.82                    | 104,502.82    |

The above AMENDED Budget has been approved by the School Board as noted in our board minutes dated August 8, 2023.

Board President: 

Dr. Vickie Tiblier

(signature)  
(name)

8/8/2023

Board Secretary: 

Kacee Waters

(signature)  
(name)

8/8/2023



OCEAN SPRINGS SCHOOL DISTRICT  
COMBINING BUDGET  
FOR THE YEAR ENDING JUNE 30, 2024

Original \_\_\_ Date Approved: \_\_\_  
Amended\_X\_\_\_ Date Approved: 8/8/2023

| <u>SPECIAL REVENUE FUNDS:</u>                          | CTE CHILDCARE<br>FUNDS<br>2903 | OSEF GRANT<br>FUNDS<br>2904 | MISC GRANT<br>FUNDS<br>2999 |          |          |          |          | PAGE<br>TOTAL      |
|--------------------------------------------------------|--------------------------------|-----------------------------|-----------------------------|----------|----------|----------|----------|--------------------|
| <b><u>REVENUES:</u></b>                                |                                |                             |                             |          |          |          |          |                    |
| LOCAL SOURCES                                          | 97,200.00                      | -                           | -                           | -        | -        | -        | -        | 97,200.00          |
| INTERMEDIATE                                           | -                              | -                           | -                           | -        | -        | -        | -        | -                  |
| STATE SOURCES                                          | -                              | -                           | -                           | -        | -        | -        | -        | -                  |
| FEDERAL SOURCES                                        | -                              | -                           | -                           | -        | -        | -        | -        | -                  |
| 16TH SECTION                                           | -                              | -                           | -                           | -        | -        | -        | -        | -                  |
| <b>TOTAL REVENUES</b>                                  | <b>97,200.00</b>               | <b>-</b>                    | <b>-</b>                    | <b>-</b> | <b>-</b> | <b>-</b> | <b>-</b> | <b>97,200.00</b>   |
| <b><u>EXPENDITURES:</u></b>                            |                                |                             |                             |          |          |          |          |                    |
| INSTRUCTION                                            | 87,200.00                      | 3,105.67                    | 35,985.51                   | -        | -        | -        | -        | 126,291.18         |
| SUPPORT SERVICES                                       | -                              | -                           | 6,200.00                    | -        | -        | -        | -        | 6,200.00           |
| NON INSTRUCTIONAL                                      | 10,000.00                      | -                           | -                           | -        | -        | -        | -        | 10,000.00          |
| 16TH SECTION                                           | -                              | -                           | -                           | -        | -        | -        | -        | -                  |
| FACILITIES ACQ./CONSTR                                 | -                              | -                           | -                           | -        | -        | -        | -        | -                  |
| DEBT SERVICE                                           | -                              | -                           | -                           | -        | -        | -        | -        | -                  |
| PRINCIPLE                                              | -                              | -                           | -                           | -        | -        | -        | -        | -                  |
| INTEREST                                               | -                              | -                           | -                           | -        | -        | -        | -        | -                  |
| OTHER                                                  | -                              | -                           | -                           | -        | -        | -        | -        | -                  |
| <b>TOTAL EXPENDITURES</b>                              | <b>97,200.00</b>               | <b>3,105.67</b>             | <b>42,185.51</b>            | <b>-</b> | <b>-</b> | <b>-</b> | <b>-</b> | <b>142,491.18</b>  |
| <b>EXCESS (DEFICIENCY)<br/>OF REVENUE EXPENDITURES</b> | <b>-</b>                       | <b>(3,105.67)</b>           | <b>(42,185.51)</b>          | <b>-</b> |          |          |          | <b>(45,291.18)</b> |

OCEAN SPRINGS SCHOOL DISTRICT  
COMBINING BUDGET  
FOR THE YEAR ENDING JUNE 30, 2024

Original Date Approved: \_\_\_\_\_  
Amended X Date Approved: 8/8/2023

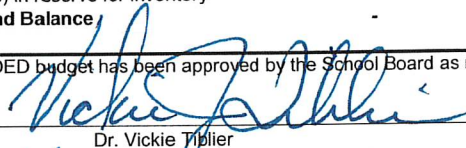
|                                         | CTE CHILDCARE<br>FUNDS<br>2903 | OSEF GRANT<br>FUNDS<br>2904 | MISC GRANT<br>FUNDS<br>2999 |   |   |   |   |   | PAGE<br>TOTAL      |
|-----------------------------------------|--------------------------------|-----------------------------|-----------------------------|---|---|---|---|---|--------------------|
| <b><u>SPECIAL REVENUE FUNDS:</u></b>    |                                |                             |                             |   |   |   |   |   |                    |
| <b><u>OTHER FUND SOURCES (USES)</u></b> |                                |                             |                             |   |   |   |   |   |                    |
| PROCEEDS OF GENERAL BONDS               | -                              | -                           | -                           | - | - | - | - | - | -                  |
| PROCEEDS OF REFUNDING BONDS             | -                              | -                           | -                           | - | - | - | - | - | -                  |
| PROCEEDS OF LOANS                       | -                              | -                           | -                           | - | - | - | - | - | -                  |
| INCEPTION OF CAPITAL LEASES             | -                              | -                           | -                           | - | - | - | - | - | -                  |
| INSURANCE LOSS RECOVERIES               | -                              | -                           | -                           | - | - | - | - | - | -                  |
| SALE OF TRANSPORTATION EQUIP            | -                              | -                           | -                           | - | - | - | - | - | -                  |
| SALE OF LAND                            | -                              | -                           | -                           | - | - | - | - | - | -                  |
| SALE OF OTHER PROPERTY                  | -                              | -                           | -                           | - | - | - | - | - | -                  |
| INDIRECT COSTS                          | -                              | -                           | -                           | - | - | - | - | - | -                  |
| OTHER TRANSFERS IN                      | -                              | -                           | -                           | - | - | - | - | - | -                  |
| PAYMENTS TO ESCROW AGENTS               | -                              | -                           | -                           | - | - | - | - | - | -                  |
| MISCELLANEOUS OTSOURCES                 | -                              | -                           | -                           | - | - | - | - | - | -                  |
| INDIRECT COSTS TRANSFERS OUT            | -                              | -                           | -                           | - | - | - | - | - | -                  |
| OTHER TRANSFERS OUT                     | -                              | -                           | -                           | - | - | - | - | - | -                  |
| PAYMENTS BOND ESCROW AGENT              | -                              | -                           | -                           | - | - | - | - | - | -                  |
| PAYMENTS DEBT ESCROW AGENT              | -                              | -                           | -                           | - | - | - | - | - | -                  |
| MISCELLANEOUS OTHER USES                | -                              | -                           | -                           | - | - | - | - | - | -                  |
| <b>TOTAL OTHER FUND SOURCES (USES)</b>  | -                              | -                           | -                           | - | - | - | - | - | <b>(45,291.18)</b> |
| <b>NET CHANGE IN FUND BALANCE</b>       | -                              | <b>(3,105.67)</b>           | <b>(42,185.51)</b>          | - | - | - | - | - |                    |

OCEAN SPRINGS SCHOOL DISTRICT  
COMBINING BUDGET  
FOR THE YEAR ENDING JUNE 30, 2024

Original Date Approved: \_\_\_\_\_  
Amended X Date Approved: 8/8/2023

| <u>SPECIAL REVENUE FUNDS:</u>                | CTE CHILDCARE<br>FUNDS<br>2903 | OSEF GRANT<br>FUNDS<br>2904 | MISC GRANT<br>FUNDS<br>2999 |   |   |   |   | PAGE<br>TOTAL |
|----------------------------------------------|--------------------------------|-----------------------------|-----------------------------|---|---|---|---|---------------|
| <b><u>FUND BALANCE/RETAINED EARNINGS</u></b> |                                |                             |                             |   |   |   |   |               |
| July 1, 2023 Fund Balance                    | -                              | 67,728.87                   | 42,185.51                   | - | - | - | - | 109,914.38    |
| PRIOR PERIOD ADJUSTMENT:                     | -                              | -                           | -                           | - | - | - | - | -             |
| RECLASSIFY FUND EQUITY                       | -                              | -                           | -                           | - | - | - | - | -             |
| UNRECORDED FUND EQUITY                       | -                              | -                           | -                           | - | - | - | - | -             |
| RECLASSIFY FUND TYPES                        | -                              | -                           | -                           | - | - | - | - | -             |
| July 1, 2023, AS RESTATED                    | -                              | 67,728.87                   | 42,185.51                   | - | - | - | - | 109,914.38    |
| Increase (decrease) in reserve for inventory | -                              | -                           | -                           | - | - | - | - | -             |
| June 30, 2024 Fund Balance                   | -                              | 64,623.20                   | -                           | - | - | - | - | 64,623.20     |

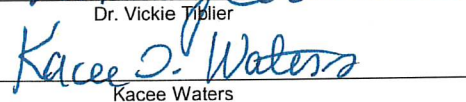
The above AMENDED budget has been approved by the School Board as noted in our board minutes dated August 8, 2023.

Board President: 

Dr. Vickie Tiblier

(signature)  
(name)

8/8/2023

Board Secretary: 

Kacee Waters

(signature)  
(name)

8/8/2023

OCEAN SPRINGS SCHOOL DISTRICT  
COMBINING BUDGET  
FOR THE YEAR ENDING JUNE 30, 2024

Original\_\_\_\_Date Approved:\_\_\_\_  
Amended\_X\_\_\_\_Date Approved: 8/8/2023

| <u>CAPITAL PROJECT FUNDS:</u>                          | 2022 3 MILL<br>FUND<br>3030 | EFRLF<br>FUND<br>3462 |   |   |   |   |   |   | PAGE<br>TOTAL         |
|--------------------------------------------------------|-----------------------------|-----------------------|---|---|---|---|---|---|-----------------------|
| <u>REVENUES:</u>                                       |                             |                       |   |   |   |   |   |   |                       |
| LOCAL SOURCES                                          | -                           | -                     | - | - | - | - | - | - | -                     |
| INTERMEDIATE                                           | -                           | -                     | - | - | - | - | - | - | -                     |
| STATE SOURCES                                          | -                           | -                     | - | - | - | - | - | - | -                     |
| FEDERAL SOURCES                                        | -                           | -                     | - | - | - | - | - | - | -                     |
| 16 SECTION                                             | -                           | -                     | - | - | - | - | - | - | -                     |
| <b>TOTAL REVENUES</b>                                  | -                           | -                     | - | - | - | - | - | - | -                     |
| <u>EXPENDITURES:</u>                                   |                             |                       |   |   |   |   |   |   |                       |
| INSTRUCTION                                            | -                           | -                     | - | - | - | - | - | - | -                     |
| SUPPORT SERVICES                                       | -                           | -                     | - | - | - | - | - | - | -                     |
| NON INSTRUCTIONAL                                      | -                           | -                     | - | - | - | - | - | - | -                     |
| 16TH SECTION                                           | -                           | -                     | - | - | - | - | - | - | -                     |
| FACILITIES ACQ./CONSTR                                 | 1,270,000.00                | 750,000.00            | - | - | - | - | - | - | 2,020,000.00          |
| DEBT SERVICE                                           | -                           | -                     | - | - | - | - | - | - | -                     |
| PRINCIPLE                                              | -                           | -                     | - | - | - | - | - | - | -                     |
| INTEREST                                               | -                           | -                     | - | - | - | - | - | - | -                     |
| OTHER                                                  | -                           | -                     | - | - | - | - | - | - | -                     |
| <b>TOTAL EXPENDITURES</b>                              | <b>1,270,000.00</b>         | <b>750,000.00</b>     | - | - | - | - | - | - | <b>2,020,000.00</b>   |
| <b>EXCESS (DEFICIENCY)<br/>OF REVENUE EXPENDITURES</b> | <b>(1,270,000.00)</b>       | <b>(750,000.00)</b>   | - | - | - | - | - | - | <b>(2,020,000.00)</b> |

OCEAN SPRINGS SCHOOL DISTRICT  
COMBINING BUDGET  
FOR THE YEAR ENDING JUNE 30, 2024

Original Date Approved: \_\_\_\_\_  
Amended X Date Approved: 8/8/2023

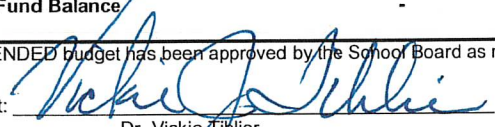
|                                        | 2022 3 MILL<br>FUND<br>3030 | EFRLF<br>FUND<br>3462 |   |   |   |   |   |   | PAGE<br>TOTAL         |
|----------------------------------------|-----------------------------|-----------------------|---|---|---|---|---|---|-----------------------|
| <b>CAPITAL PROJECT FUNDS:</b>          |                             |                       |   |   |   |   |   |   |                       |
| <b>OTHER FUND SOURCES (USES)</b>       |                             |                       |   |   |   |   |   |   |                       |
| PROCEEDS OF GENERAL BONDS              | -                           | -                     | - | - | - | - | - | - | -                     |
| PROCEEDS OF REFUNDING BONDS            | -                           | -                     | - | - | - | - | - | - | 750,000.00            |
| PROCEEDS OF LOANS                      | -                           | 750,000.00            | - | - | - | - | - | - | -                     |
| INCEPTION OF CAPITAL LEASES            | -                           | -                     | - | - | - | - | - | - | -                     |
| INSURANCE LOSS RECOVERIES              | -                           | -                     | - | - | - | - | - | - | -                     |
| SALE OF TRANSPORTATION EQUIP           | -                           | -                     | - | - | - | - | - | - | -                     |
| SALE OF LAND                           | -                           | -                     | - | - | - | - | - | - | -                     |
| SALE OF OTHER PROPERTY                 | -                           | -                     | - | - | - | - | - | - | -                     |
| INDIRECT COSTS                         | -                           | -                     | - | - | - | - | - | - | -                     |
| OTHER TRANSFERS IN                     | -                           | -                     | - | - | - | - | - | - | -                     |
| PAYMENTS TO ESCROW AGENTS              | -                           | -                     | - | - | - | - | - | - | -                     |
| MISCELLANEOUS OTSOURCES                | -                           | -                     | - | - | - | - | - | - | -                     |
| INDIRECT COSTS TRANSFERS OUT           | -                           | -                     | - | - | - | - | - | - | -                     |
| OTHER TRANSFERS OUT                    | -                           | -                     | - | - | - | - | - | - | -                     |
| PAYMENTS BOND ESCROW AGENT             | -                           | -                     | - | - | - | - | - | - | -                     |
| PAYMENTS DEBT ESCROW AGENT             | -                           | -                     | - | - | - | - | - | - | -                     |
| MISCELLANEOUS OTHER USES               | -                           | -                     | - | - | - | - | - | - | -                     |
| <b>TOTAL OTHER FUND SOURCES (USES)</b> | -                           | <b>750,000.00</b>     | - | - | - | - | - | - | <b>750,000.00</b>     |
| <b>NET CHANGE IN FUND BALANCE</b>      | <b>(1,270,000.00)</b>       | <b>-</b>              | - | - | - | - | - | - | <b>(1,270,000.00)</b> |

OCEAN SPRINGS SCHOOL DISTRICT  
COMBINING BUDGET  
FOR THE YEAR ENDING JUNE 30, 2024

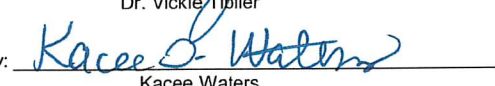
Original\_\_\_\_Date Approved:\_\_\_\_  
Amended\_X\_\_\_\_Date Approved: 8/8/2023

| CAPITAL PROJECT FUNDS:                       | 2022 3 MILL<br>FUND<br>3030 | EFRLF<br>FUND<br>3462 |   |   |   |   |   |   |   | PAGE<br>TOTAL |
|----------------------------------------------|-----------------------------|-----------------------|---|---|---|---|---|---|---|---------------|
| <b>FUND BALANCE/RETAINED EARNINGS</b>        |                             |                       |   |   |   |   |   |   |   |               |
| July 1, 2023 Fund Balance                    | 1,270,000.00                | -                     | - | - | - | - | - | - | - | 1,270,000.00  |
| PRIOR PERIOD ADJUSTMENT:                     | -                           | -                     | - | - | - | - | - | - | - | -             |
| RECLASSIFY FUND EQUITY                       | -                           | -                     | - | - | - | - | - | - | - | -             |
| UNRECORDED FUND EQUITY                       | -                           | -                     | - | - | - | - | - | - | - | -             |
| RECLASSIFY FUND TYPES                        | -                           | -                     | - | - | - | - | - | - | - | -             |
| July 1, 2023, AS RESTATED                    | 1,270,000.00                | -                     | - | - | - | - | - | - | - | 1,270,000.00  |
| Increase (decrease) in reserve for inventory | -                           | -                     | - | - | - | - | - | - | - | -             |
| June 30, 2024 Fund Balance                   | -                           | -                     | - | - | - | - | - | - | - | -             |

The above AMENDED budget has been approved by the School Board as noted in our board minutes dated August 8, 2023.

Board President:   
Dr. Vickie Tiblier

(signature) 8/8/2023  
(name)

Board Secretary:   
Kacee Waters

(signature) 8/8/2023  
(name)

OCEAN SPRINGS SCHOOL DISTRICT  
COMBINING BUDGET  
FOR THE YEAR ENDING JUNE 30, 2024

Original Date Approved: \_\_\_\_\_  
Amended\_X Date Approved: 8/8/2023

| <u>DEBT SERVICE FUNDS:</u>                             | 2009 BOND A<br>FUND<br>4032 | 3 Mill DEBT<br>FUND<br>4037 | 3 MILL DEBT 2022<br>FUND<br>4039 |          |          |          |          | PAGE<br>TOTAL       |
|--------------------------------------------------------|-----------------------------|-----------------------------|----------------------------------|----------|----------|----------|----------|---------------------|
| <b><u>REVENUES:</u></b>                                |                             |                             |                                  |          |          |          |          |                     |
| LOCAL SOURCES                                          | 2,817,148.00                | 517,856.50                  | 441,588.63                       | -        | -        | -        | -        | 3,776,593.13        |
| INTERMEDIATE                                           | -                           | -                           | -                                | -        | -        | -        | -        | -                   |
| STATE SOURCES                                          | -                           | -                           | -                                | -        | -        | -        | -        | -                   |
| FEDERAL SOURCES                                        | -                           | -                           | -                                | -        | -        | -        | -        | -                   |
| 16 SECTION                                             | -                           | -                           | -                                | -        | -        | -        | -        | -                   |
| <b>TOTAL REVENUES</b>                                  | <b>2,817,148.00</b>         | <b>517,856.50</b>           | <b>441,588.63</b>                | <b>-</b> | <b>-</b> | <b>-</b> | <b>-</b> | <b>3,776,593.13</b> |
| <b><u>EXPENDITURES:</u></b>                            |                             |                             |                                  |          |          |          |          |                     |
| INSTRUCTION                                            | -                           | -                           | -                                | -        | -        | -        | -        | -                   |
| SUPPORT SERVICES                                       | -                           | -                           | -                                | -        | -        | -        | -        | -                   |
| NON INSTRUCTIONAL                                      | -                           | -                           | -                                | -        | -        | -        | -        | -                   |
| 16TH SECTION                                           | -                           | -                           | -                                | -        | -        | -        | -        | -                   |
| FACILITIES ACQ./CONSTR                                 | -                           | -                           | -                                | -        | -        | -        | -        | -                   |
| DEBT SERVICE                                           | -                           | -                           | -                                | -        | -        | -        | -        | -                   |
| PRINCIPLE                                              | 2,668,870.00                | 637,499.00                  | 393,672.63                       | -        | -        | -        | -        | 3,700,041.63        |
| INTEREST                                               | 133,278.00                  | 61,878.50                   | 47,916.00                        | -        | -        | -        | -        | 243,072.50          |
| OTHER                                                  | -                           | -                           | -                                | -        | -        | -        | -        | -                   |
| <b>TOTAL EXPENDITURES</b>                              | <b>2,802,148.00</b>         | <b>699,377.50</b>           | <b>441,588.63</b>                | <b>-</b> | <b>-</b> | <b>-</b> | <b>-</b> | <b>3,943,114.13</b> |
| <b>EXCESS (DEFICIENCY)<br/>OF REVENUE EXPENDITURES</b> | <b>15,000.00</b>            | <b>(181,521.00)</b>         | <b>-</b>                         | <b>-</b> | <b>-</b> | <b>-</b> | <b>-</b> | <b>(166,521.00)</b> |



OCEAN SPRINGS SCHOOL DISTRICT  
 COMBINING BUDGET  
 FOR THE YEAR ENDING JUNE 30, 2024

Original Date Approved: \_\_\_\_\_  
 Amended\_X Date Approved: 8/8/2023

|                                        | 2009 BOND A        | 3 Mill DEBT       | 3 MILL DEBT 2022 |   |   |   |   |   | PAGE        |
|----------------------------------------|--------------------|-------------------|------------------|---|---|---|---|---|-------------|
| DEBT SERVICE FUNDS:                    | FUND               | FUND              | FUND             |   |   |   |   |   | TOTAL       |
|                                        | 4032               | 4037              | 4039             |   |   |   |   |   |             |
| <b>OTHER FUND SOURCES (USES)</b>       |                    |                   |                  |   |   |   |   |   |             |
| PROCEEDS OF GENERAL BONDS              | -                  | -                 | -                | - | - | - | - | - | -           |
| PROCEEDS OF REFUNDING BONDS            | -                  | -                 | -                | - | - | - | - | - | -           |
| PROCEEDS OF LOANS                      | -                  | -                 | -                | - | - | - | - | - | -           |
| INCEPTION OF CAPITAL LEASES            | -                  | -                 | -                | - | - | - | - | - | -           |
| INSURANCE LOSS RECOVERIES              | -                  | -                 | -                | - | - | - | - | - | -           |
| SALE OF TRANSPORTATION EQUIP           | -                  | -                 | -                | - | - | - | - | - | -           |
| SALE OF LAND                           | -                  | -                 | -                | - | - | - | - | - | -           |
| SALE OF OTHER PROPERTY                 | -                  | -                 | -                | - | - | - | - | - | -           |
| INDIRECT COSTS                         | -                  | -                 | -                | - | - | - | - | - | 184,021.00  |
| OTHER TRANSFERS IN                     | -                  | 184,021.00        | -                | - | - | - | - | - | -           |
| PAYMENTS TO ESCROW AGENTS              | -                  | -                 | -                | - | - | - | - | - | -           |
| MISCELLANEOUS OTSOURCES                | -                  | -                 | -                | - | - | - | - | - | -           |
| INDIRECT COSTS TRANSFERS OUT           | -                  | -                 | -                | - | - | - | - | - | (17,500.00) |
| OTHER TRANSFERS OUT                    | (15,000.00)        | (2,500.00)        | -                | - | - | - | - | - | -           |
| PAYMENTS BOND ESCROW AGENT             | -                  | -                 | -                | - | - | - | - | - | -           |
| PAYMENTS DEBT ESCROW AGENT             | -                  | -                 | -                | - | - | - | - | - | -           |
| MISCELLANEOUS OTHER USES               | -                  | -                 | -                | - | - | - | - | - | 166,521.00  |
| <b>TOTAL OTHER FUND SOURCES (USES)</b> | <b>(15,000.00)</b> | <b>181,521.00</b> | -                | - | - | - | - | - | -           |
| <b>NET CHANGE IN FUND BALANCE</b>      | -                  | -                 | -                | - | - | - | - | - | -           |

OCEAN SPRINGS SCHOOL DISTRICT  
 COMBINING BUDGET  
 FOR THE YEAR ENDING JUNE 30, 2024

Original\_\_\_\_Date Approved:\_\_\_\_  
 Amended\_X\_\_\_\_Date Approved: 8/8/2023

| <u>DEBT SERVICE FUNDS:</u>                   | <u>2009 BOND A</u> | <u>3 Mill DEBT</u> | <u>3 MILL DEBT 2022</u> |   |   |   |   |   | <u>PAGE</u>  |
|----------------------------------------------|--------------------|--------------------|-------------------------|---|---|---|---|---|--------------|
|                                              | <u>FUND</u>        | <u>FUND</u>        | <u>FUND</u>             |   |   |   |   |   | <u>TOTAL</u> |
|                                              | <u>4032</u>        | <u>4037</u>        | <u>4039</u>             |   |   |   |   |   |              |
| <b><u>FUND BALANCE/RETAINED EARNINGS</u></b> |                    |                    |                         |   |   |   |   |   |              |
| July 1, 2023 Fund Balance                    | -                  | -                  | -                       | - | - | - | - | - | -            |
| PRIOR PERIOD ADJUSTMENT:                     | -                  | -                  | -                       | - | - | - | - | - | -            |
| RECLASSIFY FUND EQUITY                       | -                  | -                  | -                       | - | - | - | - | - | -            |
| UNRECORDED FUND EQUITY                       | -                  | -                  | -                       | - | - | - | - | - | -            |
| RECLASSIFY FUND TYPES                        | -                  | -                  | -                       | - | - | - | - | - | -            |
| July 1, 2023, AS RESTATED                    | -                  | -                  | -                       | - | - | - | - | - | -            |
| Increase (decrease) in reserve for inventory | -                  | -                  | -                       | - | - | - | - | - | -            |
| June 30, 2024 Fund Balance                   | -                  | -                  | -                       | - | - | - | - | - | -            |

The above AMENDED budget has been approved by the School Board as noted in our board minutes dated August 8, 2023.

Board President:  (signature) 8/8/2023  
 Dr. Vickie Tibbler (name)

Board Secretary:  (signature) 8/8/2023  
 Kacey Waters (name)

## MEMORANDUM

To: Mayor & Board of Aldermen

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

Re: Request Approval of the Preliminary Plat for an 80-lot Subdivision in the R-1 (Low-Density Residential District) Using the Density Bonus Regulations – 4414  
Hanshaw Road, PID# 60126070.000 – Applicant: Elliott Land Developments, LLC

Section: PUBLIC HEARINGS

Meeting Date: August 15, 2023

The Planning Commission (PC) considered the request described above at its regular meeting on Tuesday, June 13, 2023. The preliminary plat proposes 80 lots for single family residential dwellings on a public street that loops to intersect Hanshaw Rd. in 2 locations.

The purpose of the Preliminary Plat is to provide plans for the construction of the subdivision and its improvements as well as a draft of the final plat of the subdivision. A Preliminary Plat sets the density, intensity, land uses, pedestrian and bicycle ways, bus stops, trails, parks, open space, and future lot, street, and drainage patterns established for a site. Approval of the preliminary plat constitutes acceptance of the land-use mix, development intensity, general street patterns, drainage patterns, lot patterns, parks and open space lands, and the general layout of pedestrian and bicycle trails and school bus stops.

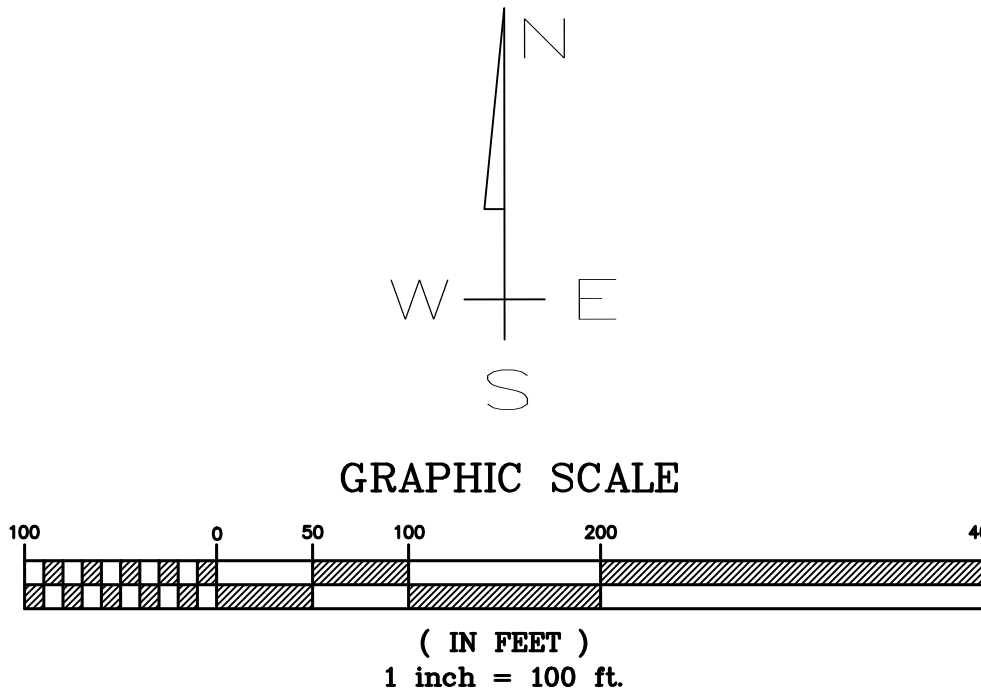
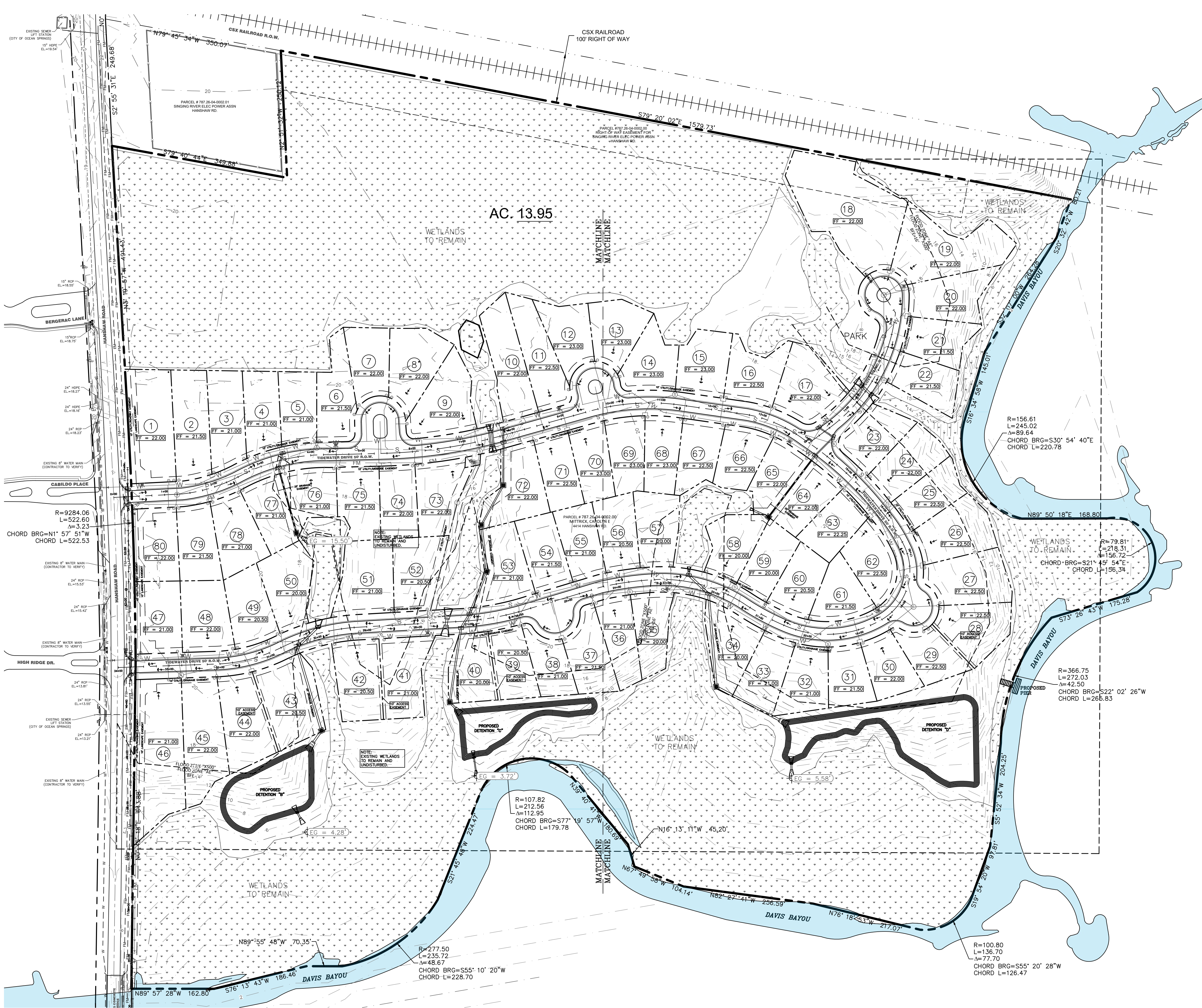
The subdivision plan calls for a sanitary sewer force main to be connected to the underside of the Hanshaw Rd. bridge. The Jackson County Road Dept. has stated that the design plan for the installation must be submitted to the County Engineer for review/approval. Also, those design plans must be approved by the City of Ocean Springs. The design plans for sanitary sewer force main must be approved by Jackson County and City of Ocean Springs prior to the commencement of any construction of the subdivision, other than land work.

The Hanshaw Rd. bridge is to be replaced in 2025. Plans for its replacement are in the design stage. That bridge replacement will also necessitate the re-installation of the sanitary sewer force main. The developer will provide to the City an estimate of the cost of re-placing or re-installing the sewer force main due to the bridge construction. Once the cost estimate is reviewed and found acceptable by the City, the developer will provide to the City a security instrument in a form satisfactory to the City and sufficient to cover the cost estimate.

To the extent the actual costs of re-placing or re-installing the sewer force main exceed the cost estimate submitted by developer, developer shall be responsible for paying additional monies to the City to cover the actual costs.

The PC members considered the report from the staff, the information provided by the applicant and comments provided by area property owners. A motion to recommend approval of the request passed with all members present voting YES and 1 member ABSENT. Additional documents are attached.





BOUNDARY AND TOPOGRAPHIC  
INFORMATION BASED ON SURVEY BY W  
ENGINEERING, P.A.,  
DATED: 3/22/2022

SUBJECT PROPERTY LIES WITHIN "X500" AND "AE"  
FLOOD ZONES SHOWN HEREON PER FEMA PANEL  
28059C0294G DATED MARCH 16, 2009

BENCHMARK #1 IS A SET  
IRON ROD WITH CAP ON  
PROPERTY

### LEGEND

- EXISTING CONTOUR
- PROPOSED CONTOUR
- EXISTING SPOT ELEVATION
- PROPOSED SPOT ELEVATION
- PROPOSED DRAIN INLET AND PIPE
- EXISTING CURB INLET AND PIPE
- MATCH EXISTING GRADE
- FLOW DIRECTION ARROW
- RIDGE LINE

### NOTES:

- ALL FINISH SPOT ELEVATIONS REPRESENT BASE OF CURB ELEVATIONS.
- CONTRACTOR SHALL ENSURE POSITIVE DRAINAGE AT ALL TIMES.
- OWNER SHALL BE RESPONSIBLE FOR GRADING OF PARCELS TO ENSURE POSITIVE DRAINAGE AS INDICATED.
- NO FENCES ON A DRAINAGE RIGHT-OF-WAY.
- ALL DRAIN PIPE & CATCH BASINS MUST BE CLEANED AND VIDEOED 30 DAYS BEFORE FINAL INSPECTION.
- UTILITY BOXES MAY NOT BE LOCATED WITHIN 5 FEET OF DRAIN PIPES, AND POWER BOXES MUST BE AT LEAST 10 FEET FROM DRAIN PIPES.

NOTE:  
NO ON SITE SUPERVISION OR INSPECTIONS ARE PROVIDED WITH THE USE OF THESE PLANS BY THE DESIGNER. BUILDER/CONTRACTOR SHALL CHECK AND VERIFY ALL DIMENSIONS, CONDITIONS, AND SIZES OF COMPONENTS ALONG WITH SITE CONDITIONS BEFORE STARTING CONSTRUCTION. BUILDER/CONTRACTOR SHALL SEE THAT CONSTRUCTION IS IN CONFORMANCE WITH THE LATEST EDITION OF THE INTERNATIONAL BUILDING CODE (I.B.C.) AND WITH THE COUNTY/CITY BUILDING INSPECTOR. THE USE OF THESE PLANS FOR CONSTRUCTION SHALL BE EVIDENCE THAT THE REQUIREMENTS STATED ARE ACCEPTED BY THE BUILDER/CONTRACTOR.

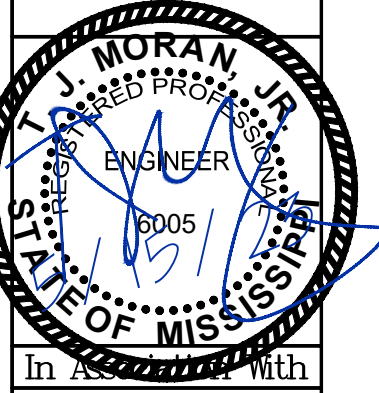
BEFORE UNDERTAKING EACH PART OF THE WORK, THE CONTRACTOR SHALL CAREFULLY STUDY AND COMPARE THE PLANS & SPECIFICATIONS AND CHECK AND VERIFY PERTINENT FIGURES SHOWN THEREON AND ALL APPLICABLE FIELD MEASUREMENTS. IF ANY CONFLICTS, ERRORS, DISCREPANCIES, OR OTHER UNSATISFACTORY CONDITIONS ARE DISCOVERED EITHER ON THE CONSTRUCTION DOCUMENTS OR IN THE FIELD, THE CONTRACTOR SHALL PROMPTLY REPORT IN WRITING TO THE ENGINEER OR HIS REPRESENTATIVE BEFORE PROCEEDING WITH ANY WORK AFFECTED THEREBY.

## OVERALL GRADING & DRAINAGE PLAN

SCALE: 1" = 100'-0"

TERRY MORAN, P.E., P.L.S.  
1806 23rd Ave Suite B, Gulfport, MS 38501  
P.O. Box 4073 Biloxi, MS 38535  
Ph (228) 896-4733

**TME**  
TERRY MORAN  
ENGINEERING & SURVEYING

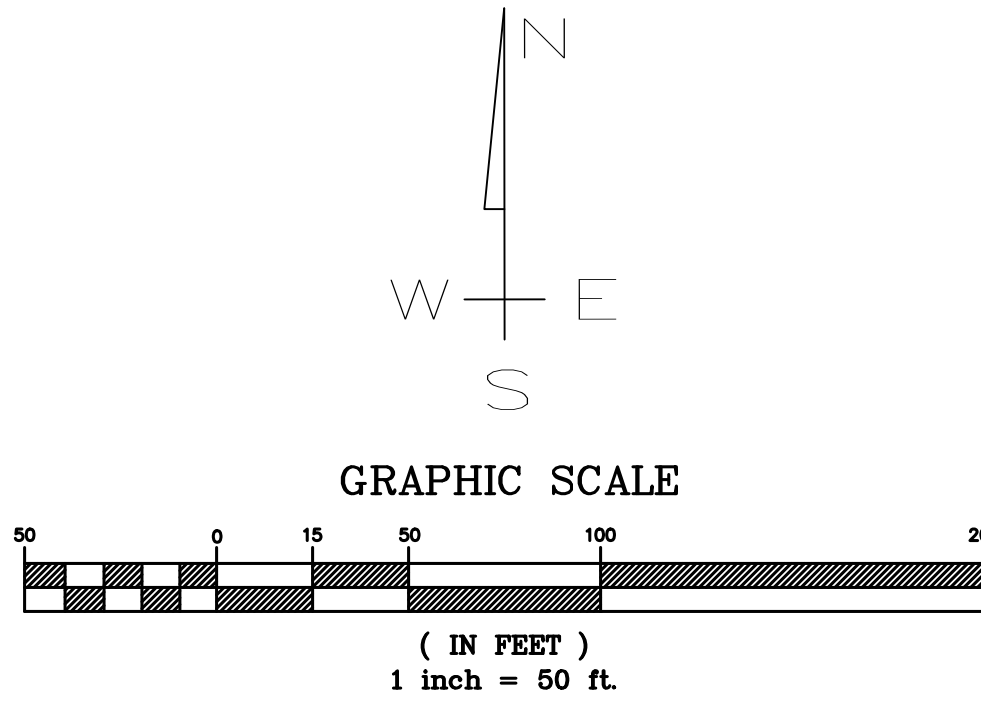
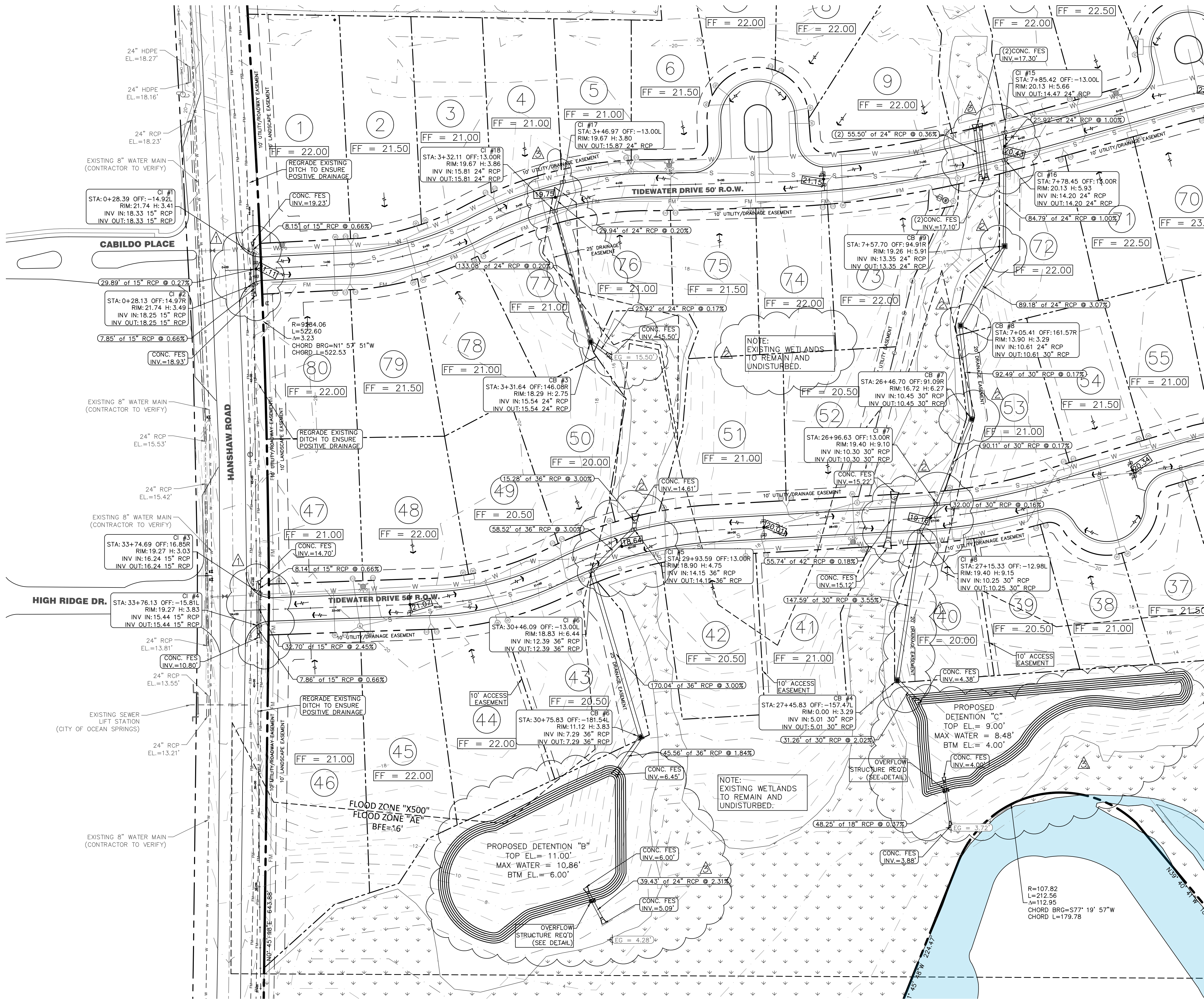


**HEINRICH & ASSOCIATES**  
RESIDENTIAL & COMMERCIAL DESIGN  
1806 23rd Avenue, Suite B - Gulfport, MS 38501  
Ph (228) 596-6766

Sheet  
Date 5-15-23  
Drawn By S.G.C.  
Check By R.B.H.  
REV  
Project  
HANSRAW RD. SUBDIVISION  
80 LOTS  
HANSRAW ROAD  
OCEAN SPRINGS, MS

Sheet  
Date 5-15-23  
Drawn By S.G.C.  
Check By R.B.H.  
REV  
Project No  
21-176

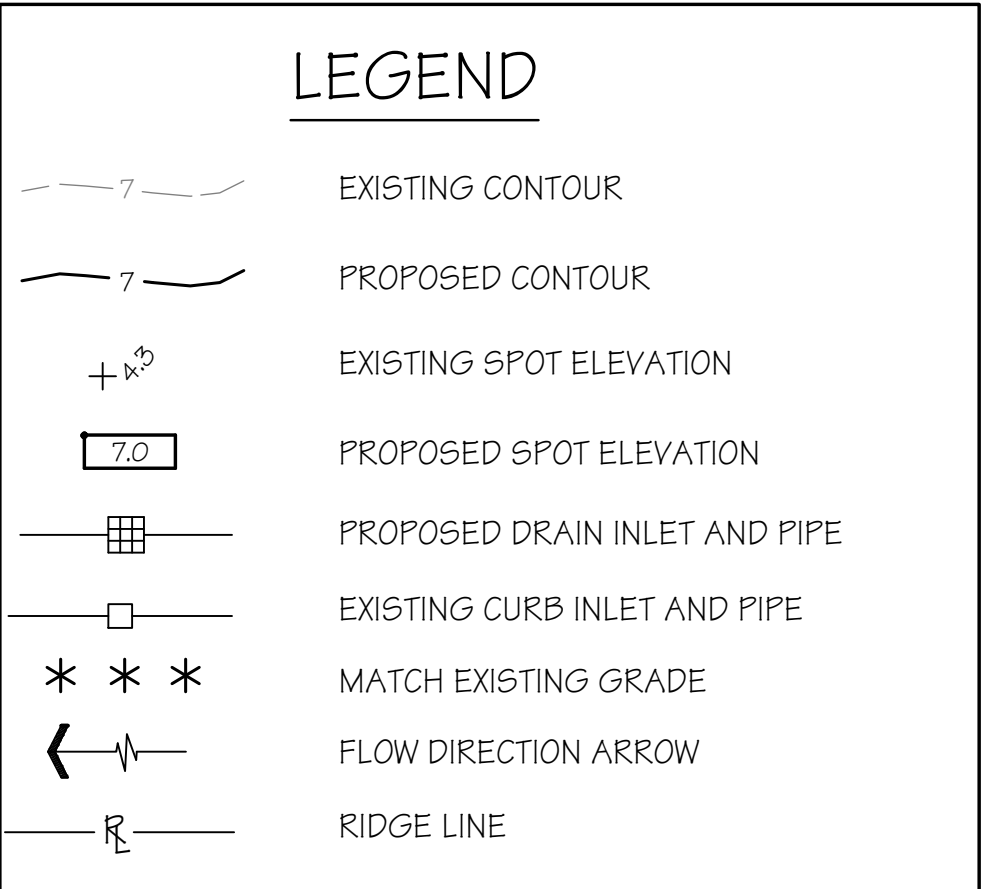




BOUNDARY AND TOPOGRAPHIC INFORMATION BASED ON SURVEY BY W. ENGINEERING, P.A., DATED: 3/22/2022

SUBJECT PROPERTY LIES WITHIN "X500" & "AE" FLOOD ZONES SHOWN HEREON PER FEMA PANEL 28059C0294G DATED MARCH 16, 2009

BENCHMARK #1 IS A SET IRON ROD WITH CAP ON PROPERTY



- NOTES:
1. ALL FINISH SPOT ELEVATIONS REPRESENT BASE OF CURB ELEVATIONS.
  2. CONTRACTOR SHALL ENSURE POSITIVE DRAINAGE AT ALL TIMES.
  3. OWNER SHALL BE RESPONSIBLE FOR GRADING OF PARCELS TO ENSURE POSITIVE DRAINAGE AS INDICATED.
  4. NO FENCES ON A DRAINAGE RIGHT-OF-WAY.
  5. ALL DRAIN PIPE & CATCH BASINS MUST BE CLEANED AND VIDEOED 30 DAYS BEFORE FINAL INSPECTION.
  6. UTILITY BOXES MAY NOT BE LOCATED WITHIN 5 FEET OF DRAIN PIPES, AND POWER BOXES MUST BE AT LEAST 10 FEET FROM DRAIN PIPES.

- Δ - REVISIONS PER COMMENTS DATED "MARCH 20th 2023".
- Δ - REVISIONS PER COMMENTS DATED "MAY 31th 2023".
- Δ - REVISIONS PER COMMENTS DATED "JULY 26th 2023".

NOTE: NO ON SITE SUPERVISION OR INSPECTIONS ARE PROVIDED WITH THE USE OF THESE PLANS BY THE DESIGNER. BUILDER/CONTRACTOR SHALL CHECK AND VERIFY ALL DIMENSIONS, CONDITIONS, AND SIZES OF COMPONENTS ALONG WITH SITE CONDITIONS BEFORE STARTING CONSTRUCTION. BUILDER/CONTRACTOR SHALL SEE THAT CONSTRUCTION IS IN CONFORMANCE WITH THE LATEST EDITION OF THE INTERNATIONAL BUILDING CODE (I.B.C.) AND WITH THE COUNTY/CITY BUILDING INSPECTOR. THE USE OF THESE PLANS FOR CONSTRUCTION SHALL BE EVIDENCE THAT THE REQUIREMENTS STATED ARE ACCEPTED BY THE BUILDER/CONTRACTOR.

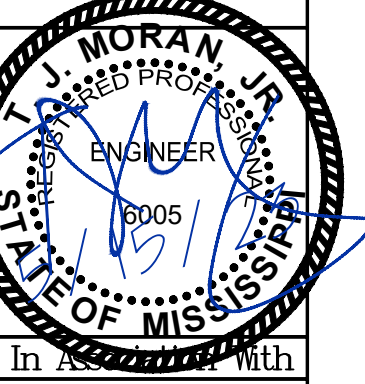
BEFORE UNDERTAKING EACH PART OF THE WORK, THE CONTRACTOR SHALL CAREFULLY STUDY AND COMPARE THE PLANS & SPECIFICATIONS AND CHECK AND VERIFY PERTINENT FIGURES SHOWN THEREON AND ALL APPLICABLE FIELD MEASUREMENTS. IF ANY CONFLICTS, ERRORS, DISCREPANCIES, OR OTHER UNSATISFACTORY CONDITIONS ARE DISCOVERED EITHER ON THE CONSTRUCTION DOCUMENTS OR IN THE FIELD, THE CONTRACTOR SHALL PROMPTLY REPORT IN WRITING TO THE ENGINEER OR HIS REPRESENTATIVE BEFORE PROCEEDING WITH ANY WORK AFFECTED THEREBY.

GRADING & DRAINAGE PLAN

SCALE: 1" = 50'-0"

TERRY MORAN, P.E., P.L.S.  
1806 23rd Ave Suite B, Gulfport, MS 39001  
P.O. Box 4072 Biloxi, MS 39535  
Ph (228) 896-4733

TERRY MORAN  
ENGINEERING & SURVEYING



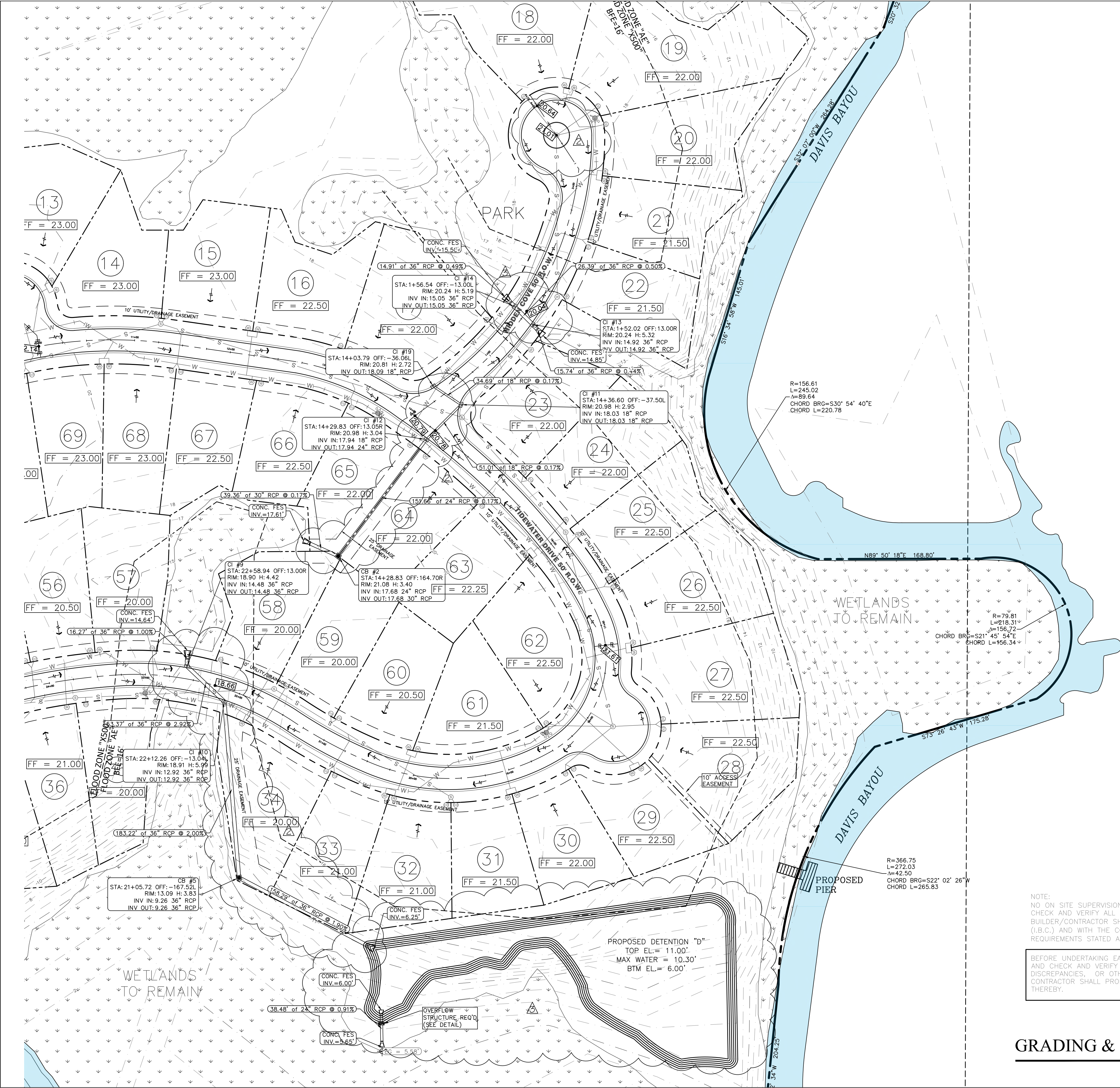
HEINRICH & ASSOCIATES  
RESIDENTIAL & COMMERCIAL DESIGN  
1806 23rd Avenue, Suite B - Gulfport, MS 39501  
Ph (228) 596-6766

GRADING & DRAINAGE PLAN  
Project  
HANSHAW RD. SUBDIVISION  
80 LOTS  
HANSHAW ROAD  
OCEAN SPRINGS, MS

Sheet  
Date 5-15-23  
Drawn By S.G.C.  
Check By R.B.H.  
REV

Sheet  
C4a  
Project No  
21-176





W

E

S

N

GRAPHIC SCALE

50

0

15

50

100

200

( IN FEET )

1 inch = 50 ft.

BOUNDARY AND TOPOGRAPHIC INFORMATION BASED ON SURVEY BY W. ENGINEERING, P.A., DATED: 3/22/2022

SUBJECT PROPERTY LIES WITHIN "X500" & "AE" FLOOD ZONES SHOWN HEREON PER FEMA PANEL 28059C0294G DATED MARCH 16, 2009

ELEV = 20.48  
N: 328765.112  
E: 1008769.371

BENCHMARK #1 IS A SET IRON ROD WITH CAP ON PROPERTY

LEGEND

7

EXISTING CONTOUR

7

PROPOSED CONTOUR

+ 7.0

EXISTING SPOT ELEVATION

7.0

PROPOSED SPOT ELEVATION

PROPOSED DRAIN INLET AND PIPE

EXISTING CURB INLET AND PIPE

MATCH EXISTING GRADE

FLOW DIRECTION ARROW

RIDGE LINE

NOTES:

1. ALL FINISH SPOT ELEVATIONS REPRESENT BASE OF CURB ELEVATIONS.

2. CONTRACTOR SHALL ENSURE POSITIVE DRAINAGE AT ALL TIMES.

3. OWNER SHALL BE RESPONSIBLE FOR GRADING OF PARCELS TO ENSURE POSITIVE DRAINAGE AS INDICATED.

4. NO FENCES ON A DRAINAGE RIGHT-OF-WAY.

5. ALL DRAIN PIPE & CATCH BASINS MUST BE CLEANED AND VIDEOED 30 DAYS BEFORE FINAL INSPECTION.

6. UTILITY BOXES MAY NOT BE LOCATED WITHIN 5 FEET OF DRAIN PIPES, AND POWER BOXES MUST BE AT LEAST 10 FEET FROM DRAIN PIPES.

- REVISIONS PER COMMENTS DATED "MARCH 20th 2023".

- REVISIONS PER COMMENTS DATED "MAY 31th 2023".

- REVISIONS PER COMMENTS DATED "JULY 26th 2023".

NOTE:  
NO ON SITE SUPERVISION OR INSPECTIONS ARE PROVIDED WITH THE USE OF THESE PLANS BY THE DESIGNER. BUILDER/CONTRACTOR SHALL CHECK AND VERIFY ALL DIMENSIONS, CONDITIONS, AND SIZES OF COMPONENTS ALONG WITH SITE CONDITIONS BEFORE STARTING CONSTRUCTION. BUILDER/CONTRACTOR SHALL SEE THAT CONSTRUCTION IS IN CONFORMANCE WITH THE LATEST EDITION OF THE INTERNATIONAL BUILDING CODE (I.B.C.) AND WITH THE COUNTY/CITY BUILDING INSPECTOR. THE USE OF THESE PLANS FOR CONSTRUCTION SHALL BE EVIDENCE THAT THE REQUIREMENTS STATED ARE ACCEPTED BY THE BUILDER/CONTRACTOR.

BEFORE UNDERTAKING EACH PART OF THE WORK, THE CONTRACTOR SHALL CAREFULLY STUDY AND COMPARE THE PLANS & SPECIFICATIONS AND CHECK AND VERIFY PERTINENT FIGURES SHOWN THEREON AND ALL APPLICABLE FIELD MEASUREMENTS. IF ANY CONFLICTS, ERRORS, DISCREPANCIES, OR OTHER UNSATISFACTORY CONDITIONS ARE DISCOVERED EITHER ON THE CONSTRUCTION DOCUMENTS OR IN THE FIELD, THE CONTRACTOR SHALL PROMPTLY REPORT IN WRITING TO THE ENGINEER OR HIS REPRESENTATIVE BEFORE PROCEEDING WITH ANY WORK AFFECTED THEREBY.

GRADING & DRAINAGE PLAN

SCALE: 1" = 50'-0"

TERRY MORAN, P.E., P.L.S.  
1806 23rd Ave Suite B, Gulfport, MS 39001  
P.O. Box 4073 Biloxi, MS 39535  
Ph (228) 896-4733

TME

TERRY MORAN  
ENGINEERING & SURVEYING

Professional Engineer  
State of Mississippi  
No. 3905  
Exp. 12/31/2025

In Accordance with

HEINRICH & ASSOCIATES  
RESIDENTIAL & COMMERCIAL DESIGN  
1806 23rd Avenue, Suite B - Gulfport, MS 39501  
Ph (228) 596-6768

GRADING & DRAINAGE PLAN

Sheet  
5-15-23

Project  
HANSHAW RD. SUBDIVISION  
80 LOTS  
HANSHAW ROAD  
OCEAN SPRINGS, MS

Drawn By S.G.C.  
Check By R.B.H.  
REV

Project No  
21-176

Page 43 of 557



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

**PLANNING COMMISSION REPORT**  
**— PUBLIC HEARING —**

**PUBLIC HEARING DATE:** June 13, 2023  
*Deferred from the May 9, 2023 agenda*

**APPLICANT(S):** Elliott Homes, **REPRESENTATIVE:** Donovan Scruggs, AICP  
**CURRENT OWNER?** Yes ☒ No  
**If No, - List Current Owner:** Carolyn Mittrick

**LOCATION:** 4414 Hanshaw Road, PID# 60126070.000;  
East side of Hanshaw Road, opposite the intersection of Cabildo Place Avenue

**REQUESTED ACTION:** Approval of a preliminary plat for a 80 lot subdivision in the R-1 (Low-Density Residential District) using the Density Bonus regulations

**DATE OF APPLICATION:** March 7, 2023

**ADJACENT ZONING AND LAND USE:**

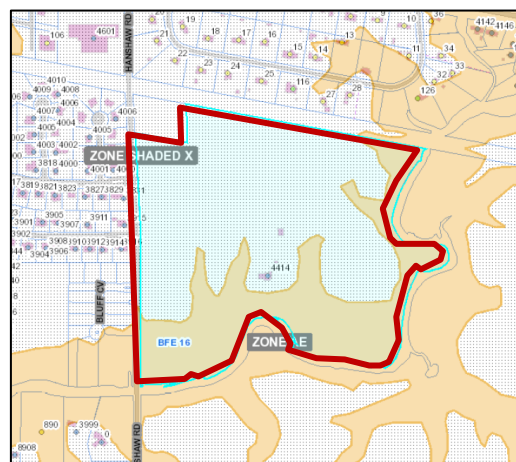
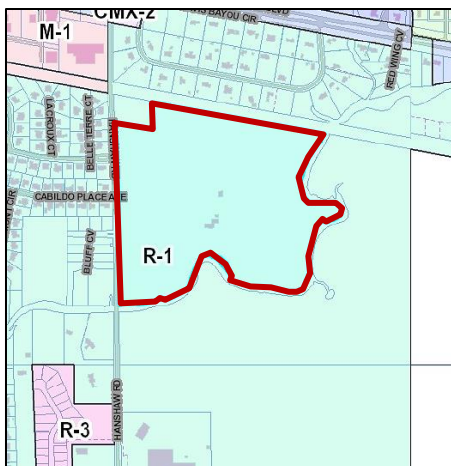
**Subject Property:** R-1, Low-Density Residential District – undeveloped land with one single-family dwelling;

**North:** R-1, Low-Density Residential District – CSX Railroad and electrical substation;

**East and south:** R-1, Low-Density Residential District – Davis Bayou and Mississippi Sandhill Crane Wildlife refuge;

**West:** across Hanshaw Road, R-1, Low-Density Residential District – single-family dwellings in the Bienville Place and Stillwater Bluff Subdivisions.

**CURRENT CONDITIONS:** Property Size: 61 acres



### **DESCRIPTION OF REQUEST:**

- The preliminary plat proposes 80 lots for single family residential dwellings on a public street that loops to intersect Hanshaw Rd. in 2 locations.

### **FINDINGS:**

- A Preliminary Plat sets the density, intensity, land uses, pedestrian and bicycle ways, bus stops, trails, parks, open space, and future lot, street, and drainage patterns established for a site. Approval of the preliminary plat constitutes acceptance of the land-use mix, development intensity, general street patterns, drainage patterns, lot patterns, parks and open space lands, and the general layout of pedestrian and bicycle trails and school bus stops.
- The purpose of the preliminary plat is to provide plans for the construction of the subdivision and its improvements as well as a draft of the final plat of the subdivision.
- The preliminary plat and associated plans have been reviewed by the City's Planning, Public Works, Fire and Building departments, the City Project Manager and the City Engineer. City planning and engineering staff have met with the developer's planning consultant and designer to resolve the issues associated with the wetlands adjacent to and within the subdivision and the infrastructure that will serve the subdivision.
- **REQUIRED REVISIONS:** The following items are being revised and will be submitted for City staff review and approval prior to scheduling the Board of Aldermen approval of the preliminary plat:
  1. **GENERAL:**
    - a. The subdivision plan calls for a sanitary sewer force main to be connected to the underside of the Hanshaw Rd. bridge. The Jackson County Road Dept. has stated that the design plan for the installation must be submitted to the County Engineer for review/approval. Also, those design plans must be approved by the City of Ocean Springs. The design plans for sanitary sewer force main must be approved by Jackson County and City of Ocean Springs prior to the commencement of any construction of the subdivision, other than land work.
    - b. The Hanshaw Rd. bridge is to be replaced in 2025. Plans for its replacement are in the design stage. That bridge replacement will also necessitate the re-installation of the sanitary sewer force main. The developer will provide to the City an estimate of the cost of re-placing or re-installing the sewer force main due to the bridge construction. Once the cost estimate is reviewed and found acceptable by the City, the developer will provide to the City a security instrument in a form satisfactory to the City and sufficient to cover the cost estimate. To the extent the actual costs of re-placing or re-installing the sewer force main exceed the cost estimate submitted by developer, developer shall be responsible for paying additional monies to the City to cover the actual costs.
  2. **LAYOUT PLAN:**
    - a. The plan proposes a sidewalk meandering beside the street right-of-way along Hanshaw Rd. The sidewalk is likely to be used substantially by students walking and cycling to OS Middle School. For that reason, the sidewalk meanders should be either eliminated or reduced to one meander per section.

▪ **CONSTRUCTION PHASE NOTES**

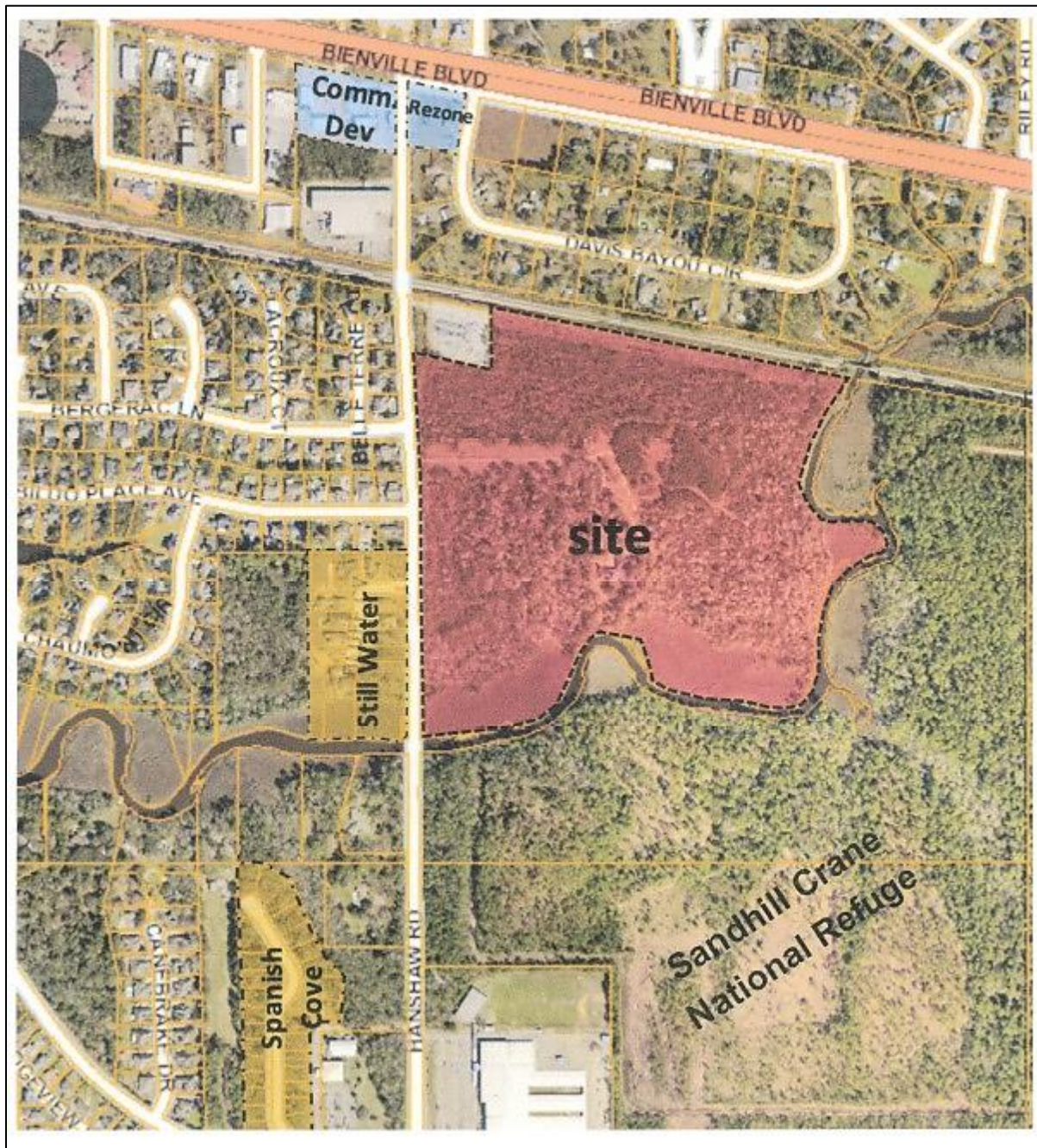
1. PUBLIC WORKS DEPT. - Water:
  - a. Water tap must be requested at the Public Works office at 228-875-3955. All costs associated with water tap are the responsibility of the homeowner/owner/developer.
2. PUBLIC WORKS DEPT. – Sewer:
  - a. Sewer tap must be requested at the Public Works office at 228-875-3955. All costs associated with sewer tap are the responsibility of the homeowner/owner/developer.
  - b. The inspection fee must be paid before any sewer work.
  - c. The force-main tie-in manhole shall be lined.
  - d. 3919 – 3999 – 4001 Hanshaw Rd. may want to tie-in to the sewer force main.
  - e. The manhole tie-in for the force main must be core drilled with a rubber boot.
  - f. On the force main air relief valve detail – might be better off with a manhole cover.
3. PUBLIC WORKSDEPT. - Drainage/Streets:
  - a. All fences on a drainage right-of-way must be located on the right-of-way line or homeowner will be responsible for replacing the fence if it must be removed.
  - b. Utility boxes may not be located within 5 feet of drain pipes, and power boxes must be at least 10 feet from drain pipes.
  - c. All drain pipes shall be concrete.
  - d. All drain pipes and catch basins shall be cleaned and videoed 30 days before final inspection.

**PUBLIC INPUT:** The attached email from Bebe Walls citing concerns and objection was received prior to the May 9<sup>th</sup> agenda.

**SUMMARY AND STAFF CONCLUSION:** the proposed subdivision complies with the requirements for a Preliminary Plat, with the exceptions described above which will be resolved prior to approval by the Board of Aldermen.

**PROPOSED MOTION:** To recommend approval of the subdivision preliminary plat for 4414 Hanshaw Road PENDING receipt of the REQUIRED REVISIONS as identified in this report. *Items must be received prior to scheduling the Public Hearing before the Board of Aldermen.*









OCEAN SPRINGS PLANNING COMMISSION  
PO Box 1800 / Ocean Springs, MS 39564  
228-875-4415 (Phone) / 228-872-5427 (fax)

---

**APPLICATION: SUBDIVISION DEVELOPMENT**

---

—Specific Requirements Outlined in **Chapter 2** of the Unified Development Code—

**SUBDIVISION TYPE:** ☐ Minor (4 lots or less) ☒ Major (more than 4 lots)

**Phase of Development:** ☐ Sketch Plat ☒ Preliminary Plat ☐ Final Plat

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

|                  | Minor S/D          | Major S/D          |
|------------------|--------------------|--------------------|
| Sketch Plat      | \$ 250             | \$ 300             |
| Preliminary Plat | \$ 250 + \$ 50/lot | \$ 250 + \$ 50/lot |
| Final Plat       | \$ 250 + \$ 50/lot | \$ 250 + \$ 50/lot |

**Application Fee Required\*:** \_\_\_\_\_ \* Does not include mail fee, to be determined by City.

*Standard mail fee required for notification of property owners within 500' of applicant property. Exact fee to be determined by City, based on current postage rates.*

**Application Date:** March 7, 2023 (Applications are due by the 7<sup>th</sup> of each month.)

**Applicant Information**

Name of Subdivision: \_\_\_\_\_  
Address of Original Parcel(s): 4414 Hanshaw Road  
Parcel ID(s): 601260070.000

|                     |                                                   |       |                                    |
|---------------------|---------------------------------------------------|-------|------------------------------------|
| 1. Applicant:       | <u>Elliott Homes</u>                              | Phone | <u>228.447.3442</u>                |
| Address             | <u>1402 Pass Road, Gulfport, MS 39501</u>         | Email | <u>brandon@myelliottthome.com</u>  |
| 2. Local Agent:     | <u>Donovan Scruggs</u>                            | Phone | <u>228.348.1315</u>                |
| Address             | <u>317 Pine Drive, Ocean Springs, MS 39564</u>    | Email | <u>donovan@scruggsplanning.com</u> |
| 3. Owner of Record: | <u>Carolyn Mittrick</u>                           | Phone | _____                              |
| Address             | <u>4144 Hanshaw Road, OS, MS 39564</u>            | Email | _____                              |
| 4. Engineer:        | <u>Terry Moran, PE PLS</u>                        | Phone | <u>228-896-4733</u>                |
| Address             | <u>1806 23rd Ave, Suite B, Gulfport, MS 39501</u> | Email | _____                              |
| 5. Land Surveyor:   | <u>Terry Moran, PE PLS</u>                        | Phone | <u>228-896-4783</u>                |
| Address             | <u>1806 23rd Ave, Suite B, Gulfport, MS 39510</u> | Email | _____                              |
| 6. Attorney:        | _____                                             | Phone | _____                              |
| Address             | _____                                             | Email | _____                              |

---

☐ **Attach Appropriate Checklist for Requested Phase of Review**

---

**Property Information**

1. Tax Map Designation: Section 26 Township: 7 Range: 8
2. Proposed Subdivision Location: On the east side of Hanshaw Road (street)  
50 feet (distance in feet) east (relative direction) of Cabildo Place Ave (street)
3. List all contiguous holdings in the same ownership:  
Section NA Lot(s) \_\_\_\_\_
4. Zoning of Parcel(s): R1 5. Total Acreage: 61
6. Smallest Lot Size: 10,200 7. Proposed # of Lots: 80
9. Is the property located within a special district? (historic district, waterview preservation, or other designated overlay district, etc.) No
11. Does the property include any wetlands? If so, include professional wetland delineation. yes
12. Has any lot included in this request been previously split or reconfigured, to your knowledge? no
13. Are there any easements or other legal restrictions on the property? If so, please explain. no
14. Are there any existing structures on the property? If so, will they be kept or demolished? yes..demolished

**Proposed Subdivision Information**

15. Is the subdivision infrastructure proposed to be: ☒ PUBLIC or ☐ PRIVATE?
16. Are any commercial or multi-use activities proposed? ☐ Yes ☒ No  
If so, please describe: \_\_\_\_\_
17. Are any variances being requested for the proposed subdivision? If so, please explain.  
Subdivision is being developed with a Density Bonus to preserve wetlands and open space
18. Have there been any variances, exceptions, appeals or special uses granted for any properties in this request?  
☒ Yes ☐ No If yes, please explain and state the date(s) of approval: Density Bonus approval
19. Is any open space or common area included in this subdivision? (Include any bus stops.) ☒ Yes ☐ No  
If yes, please describe: approximately 26 acres will be set aside as open space.
20. Is the subdivision ingress/egress onto a "major" road, as classified by the City? ☒ Yes ☐ No
21. **Complete where applicable:**  
For Preliminary Plat: Date SKETCH PLAT was approved by Board of Aldermen: Feb 1, 2022  
For Final Plat: Date PRELIMINARY PLAT was approved by Board of Aldermen: \_\_\_\_\_
  - Were any changes made subsequent to preliminary plat approval? ☐ Yes ☐ No  
If yes, please describe: \_\_\_\_\_
  - Does this final plat request include the entire area approved in the preliminary plat? ☐ Yes ☐ No

**Notes and Next Steps for each phase are provided on the REQUIRED checklists.**

**Affidavit of Ownership**

Attached hereto is an affidavit of ownership indicating the dates the respective holdings of land were acquired, together with the book and page of each conveyance into the present owner as recorded in the County Records of Deeds (Chancery Clerk) office. This affidavit shall indicate the legal ownership of the property, the contract owner of the property, and the date the contract of sale was executed.

I, (print name) Carolyn Mittrick, hereby certify that:

1. I am the owner of the property that is the subject of this application and that I have read and understand the requirements as outlined in the application.
2. There are no outstanding City of Ocean Springs property taxes or special assessments on the original parcel(s).

I further acknowledge that the information provided herein is true and correct to the best of my knowledge.

Owner(s) Name: Carolyn Mittrick Parcel ID(s): 601260070.000

Date Property Acquired Date: Dec. 15, 2006 Book and Page of Each Conveyance:  
Book 1891, PG 869-870 (original BK 1464, Pg 225-228)

Owner's Signature Carolyn Mittrick Date: 3-6-2023

**NOTE: If corporate ownership, attach a list of all directors, officers, stockholders of each corporation owning more than 5% of any class of stock.**

STATE OF Mississippi

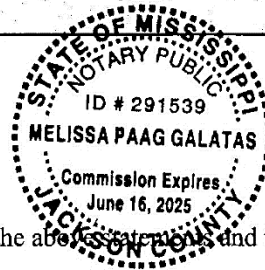
COUNTY OF Jackson

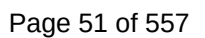
I Melissa Galatas, hereby depose and say that all the above statements and the statements contained in the papers submitted herewith are true.

Mailing Address 811 Porter Avenue, Apt. 11  
Ocean Springs, MS 39564

Subscribed and sworn before me this 6<sup>th</sup> day of March, 2023

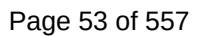
My Commission expires: June 16, 2025 Mj Galatas











**From:** [Bebe Walls](#)  
**To:** [Carolyn Martin](#)  
**Subject:** Elliot Homes - Hanshaw Rd. Subdivision - Parcel 60126070.000  
**Date:** Monday, May 08, 2023 10:57:02 PM  
**Attachments:** [image.png](#)

---

To Whom it May Concern:

I understand tomorrow evening, May 9th, there will be a City of Ocean Springs Planning Commission meeting where there should be a vote to recommend approval or disapproval of the Preliminary Plat for the Elliot Homes Hanshaw Rd Subdivision - Parcel 60126070.000.

At the Planning Commission meeting on this last year, Bienville Place residents recommended that a traffic study be conducted. The study was conducted and concluded for Elliot Homes by Pickering. A copy was recently obtained, shared and reviewed by some of the Bienville Place residents, including me.

I have two issues I'd like to address associated with the study -- Report Conclusion and Pedestrian Safety (Particularly Student Safety).

**ISSUE: Report Conclusion.**

In the report conclusion it states: "...None of the study intersections warrant any left or right-turn lanes, according to Section 6-3.0 of MDOT's Roadway Design Manual. This includes the project entrances as well as along Hanshaw Road. Therefore, no additional mitigation will be necessary to the existing road network." In other words, their traffic study concluded there would be no need for adding turning lanes to Hanshaw Road. So, in my words -- their report concluded: Don't do anything to Hanshaw Road and everything will be just fine.

Well, in my opinion it will not be fine. I do not claim to be a traffic expert, but would like to think I have a bit of common sense about traffic impact. Common sense should tell everyone involved in this project that if you add 80 homes, with a minimum of 80 cars (and that is a very generous minimum) that flow of traffic on Hanshaw Road is going to be affected. Not only those 80 homes, but the number of cars travelling up and down Hanshaw Road increases every day a new home is sold in the multiple subdivisions being developed in the southeast corners of Jackson County that will use Hanshaw Road.

I regret that I do not understand their numbers and how they use them. However, I can only use my common sense. For example, what happens when you have the high school traffic backed up and headed north on Hanshaw Road, heavy traffic headed south on Hanshaw from Keesler and the shipyard, cars need to turn left into the new subdivision -- the traffic is going to be backed up on Hanshaw in both directions. To add to that time period, how long will vehicles trying to exit from Bienville Place, Stillwater. and transient vehicles from Heron Bayou through Bienville Place, be able to get out on Hanshaw Road because of the bottleneck of a 2-lane road with traffic that really belongs on 4 lanes.

Who is looking out for the traffic issues on Hanshaw in the future? I cannot tell if there is a proposed expansion easement on Elliot Homes property. Is the Planning Commission going to let Elliot Homes build their subdivision without leaving a needed easement for future expansion, when (not if, but when) needed. What is the City Planning to do then? It will be too late.

**ISSUE: Pedestrian Safety (Particularly Student Safety).**



Additionally, I know this was a traffic study but what about the foot traffic. My main concern is the safety of kids (students). There is a crosswalk at Hanshaw Road and Cabildo Place to allow pedestrians a safe place to cross and walk along Hanshaw Road on the east side on the sidewalk. There is a drawback to the sidewalk in that it is narrow and very near the street edge. The crosswalk is used predominantly by students to walk to the OSMS, but the traffic will consistently ignore students standing there waiting to cross. It is not safe to cross there (neither adult nor student), but it's their safest option right now.

Once the new entrance to Elliot Homes is developed, what happens to the crosswalk? I don't see anything in their study to show any concern for pedestrians crossing over Hanshaw Road, particularly for students to get to and from the OSMS. The Elliot Home students won't have that issue -- they will walk out of the subdivision on a sidewalk, turn left and they are on the Hanshaw Rd sidewalk and can walk to school. It is going to be more difficult for students to cross Hanshaw at Cabildo Place than it is now and adding the negotiation of vehicles turning into Hanshaw, whether it be left or right onto Hanshaw from the new subdivision adds to the students' struggle to cross safely.

Something needs to be done to install some type of light control for the students during the hours they are crossing Hanshaw -- from Bienville Place, Heron Bayou (walkers or bikers through Bienville Place) and Stillwater. At one time Bienville Place Owners Association requested approval and funding through Alderman Rob Blackman to have the City install an "Overhead Hawk Eye" similar to the one on Government Street to assist students in crossing at the crosswalk. We were told it was approved. However, since that time we were advised by Alderman Blackman that MDOT pulled the funding. What about the children? Who's looking out for their traffic safety in all this?

In conclusion, I hope the members of the Planning Commission can see these issues as I do -- leaving Hanshaw Road status quo is not the right thing to do for all that travel that road now or in the future, and the same applies for the safety of all pedestrians, but particularly the students.

Respectfully,



Barbara "Bebe" Walls  
3841 Chaumont Circle  
Ocean Springs, MS

Resident of Bienville Place Subdivision  
Treasurer, Bienville Place Owners Association





**From:** [Angie Cagle](#)  
**To:** [Carolyn Martin](#)  
**Subject:** Letter Addressing PID# 60126070.000  
**Date:** Monday, May 22, 2023 2:42:55 PM

---

Hi Planning Commissioners –

I understand the development of this property is inevitable; however, I am in opposition of the approval of the preliminary plat of the 80 lot subdivision (PID# 60126070.000) at this time. Stated on the city's website – "The Planning Department is responsible for the administration and implementation of the City Code related to the development of land in consideration of eligible uses, intensity and impact of proposed uses, density, and environmental impact. **The primary goal is the cohesive development among surrounding properties and efficient use of city infrastructure.**"

I'd like to understand a few things prior to moving forward with this project:

- There are current drainage issues within Bienville Place and along Hanshaw Rd. One area is directly in my front yard which, in the last 2 years, has become a sinkhole. The City has even had to dig trenches along Hanshaw Rd (my backyard butts up against Hanshaw Rd) to allow for the flow of drainage. This did not help the situation as the water just sits in the trench and has become a cesspool. How will the already existing drainage issues be impacted and what are you doing or what will you do to address them?
- All three entrances to Bienville Place (2) and Stillwater Bluff (1) will all be impacted. I would like to know what the plans are 1) for entering and existing these entrances and 2) to keep the flow of Hanshaw moving. This will also impact the traffic at the intersection on 90 as there are already frequent accidents there. Red lights, roundabouts, stop signs, etc?
- I've heard talks of Hanshaw being widened. The backyard of my property butts up against Hanshaw so this will greatly affect my neighbors and I. I already feel like cars are driving in my backyard. Kids also utilize the sidewalks to walk to and from school. Are there plans to widen Hanshaw? If so, what are the plans for this because I'm not ok with Hanshaw moving closer into my backyard?
- Schools are at capacity and there is already a teacher shortage. Approving 80 more homes would potentially add 100+ students to our school system. Where will these students go? What is the plan for the schools/teachers going forward with all the development being approved in the City?
- I received a copy of the traffic study and it states there will be little to no impact on Hanshaw Rd. or to our neighborhood entrances. That simply cannot be accurate with 80 additional homes and the location of the entrances to the new neighborhood. The study was based on one random Wednesday in February. There should have been a larger dataset to determine the actual impact. It also states they don't suggest any traffic control devices. It is also hard to believe that two of the entrances for the new neighborhood will be directly across from the Cabildo Pl and High Ridge Dr entrance. We are already playing frogger leaving the neighborhood with present day traffic so to add another 80 homes with entrances right across from each other will most definitely have an impact. Residents turning left to get into the new neighborhood will hold up traffic coupled with the residents of Bienville Place and Stillwater Bluff trying to exit left will also be a problem. There is also word that there will be apartments built by the airport. Has this been factored into the study? If not, it should be as this will greatly impact the results of the study as well.

I'd also like to know who ordered/hired the company to perform the study. If the answer is Elliott homes, then this seems to be a conflict of interest and I think there needs to be a neutral company and someone not associated with the builder of the subdivision or the city.

Again, I am opposed to the approval until we get some answers and a plan to move forward. The existing neighborhoods, who this will vastly affect, would like to understand the plan for these issues before it is approved for new development without considering all factors.

Thank you for your time,

Angie Cagle

Bienville Place Resident

**From:** [Maura Stitt](#)  
**To:** [Carolyn Martin](#)  
**Cc:** [Brandon](#)  
**Subject:** Re: Planning Commission Meeting\_Elliot Homes  
**Date:** Tuesday, June 13, 2023 2:58:02 PM

---

Good afternoon,

My husband and I are homeowners in the Bienville Place subdivision. We are writing with real concerns over the impending approved to allow for the following development project:

Elliott Homes - Hanshaw Road Subdivision / PID# 60126070.000 - Requesting Preliminary Plat approval of a 80 lot subdivision.

As residents and homeowners, we would like the following prior to approval of such project:

Overall - MORE studies

Listing the following for action:

- 1.) Another and more current traffic study
- 2.) Sewer and Rainfall Impact studies
- 3.) Utilities Study
- 4.) Proof or adequate local infrastructure surrounding and in the aforementioned requested subdivision land.
- 5.) Proof of better city planning in regards to Easements in the aforementioned requested subdivision land and surrounding areas. (As the current easement in our own subdivision suffers with no action to hold residents blocking said easements with their fence lines, debris, etc.)

We have major concerns for this type of development in an area that already has it's problem with drainage, roads, and overall lacking infrastructure.

Please note we aren't able to attend the meeting, as work prevents us to attend.

Contact me at this email for further questions, and for transparency my husband Brandon Stitt is attached via email as well.

Thank you for your time,  
Maura Stitt

**From:** [Ryan Rivera](#)  
**To:** [Carolyn Martin](#)  
**Subject:** Hanshaw subdivision  
**Date:** Tuesday, June 13, 2023 10:33:56 AM

---

Good morning,

I would like to add my disagreement on the Elliott homes subdivision request. Parcel 60126070.000, I believe, located across from the Bienville place subdivision. The roads do not and cannot support such a project, mostly due to the wildlife reserve located south of the property. Until a solution is presented, and the safety of the kids who walk/bike/etc and additional pedestrian traffic can be solved, I do not support this project. Unfortunately, an entity like Elliott seems to be able to bypass or find loopholes without the overall consent of the neighboring community. Should further questions arise, please let me know.

Ryan Rivera

--

V/r,

RYAN P. RIVERA, Capt, USAF



## MEMORANDUM

To: Mayor & Board of Aldermen

From: Carolyn Martin, Planning & Grants Admin

Re: Authorize Ordinance to Vacate Undeveloped Right-of-Way (ROW) in Pecan Grove Subdivision Labeled as "REHAGE" – Planning Commission Confirmed Interested Parties

Section: OLD BUSINESS

Meeting Date: August 15, 2023

**UPDATE: This request was tabled from the July 18, 2023 agenda.**

The attached photos illustrate the locations of the ROW, utilities, and adjacent roadways. Upon further review the connection between Woody Circle and Alice Street is occupied by both a water line and potentially a gas line that crosses Alice Street in the same vicinity. There are remnants of pavement that can be seen indicating that this had been improved at some point at least as a pedestrian pathway. It is used by pedestrians to access the amenities at the Parks & Recreation facility without the use of Davidson Avenue. Additionally, there is a drainage swale that runs along the southern boundary of the ROW.

A request has been received by adjacent property owners Aaron Craig Nelson and Robert Otto Davis for the city to vacate a small portion of undeveloped Right-of-Way (ROW) located in the Pecan Grove Subdivision. Rehage Road was originally platted as part of this subdivision intersecting with Woody Circle and extending across Alice Street on the southern boundary of the current Recreation Department. There is no part of the originally platted area that was ever developed as a roadway. Maintenance in the area is primarily handled by the adjacent property owners as well as Public Works related to access to utilities which are located within the ROW. If vacated, all utilities must be located and a permanent utility easement be created to protect access to any public utilities.

This request was placed on the July 11, 2023 Planning Commission agenda in order to make the determination of those "adversely affected thereby or directly interested therein". Following discussion of the information presented by the Planning Department and City Attorney, as well as input from the applicant, the PC made the motion that the adversely affected thereby directly interested parties include the owners of the adjacent properties: 415 Woody Circle and 417 Woody Circle. The motion passed unanimously with one member absent. A draft Ordinance and documentation related to this request is attached for reference.

Facing west from the east side of Alice Street

Drainage Swale



Markings for Gas Lines





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

**PLANNING COMMISSION REPORT**

**PUBLIC MEETING DATE:** Tuesday / July 10, 2018

**APPLICANT:** Aaron Craig Nelson and Robert Otto Davis

**REQUESTED ACTION:** Vacation of Right-of-Way

**DATE OF REQUEST:** May 31, 2023

**LOCATION:** Pecan Grove Heights Subdivision / Between Lots 92 and 93

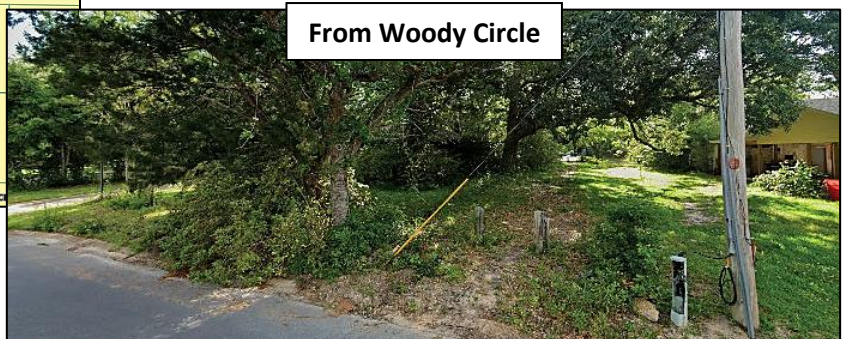
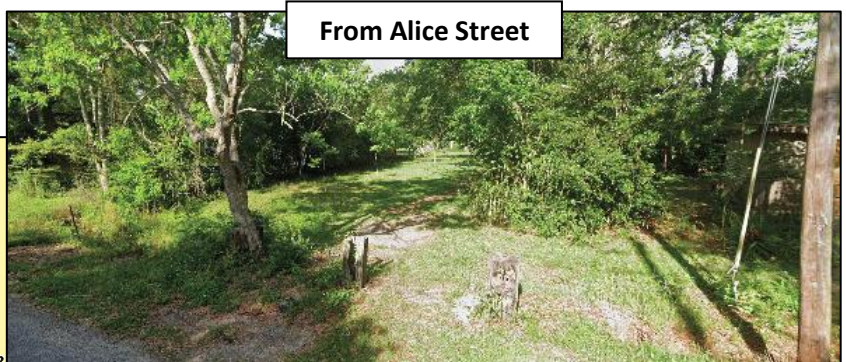
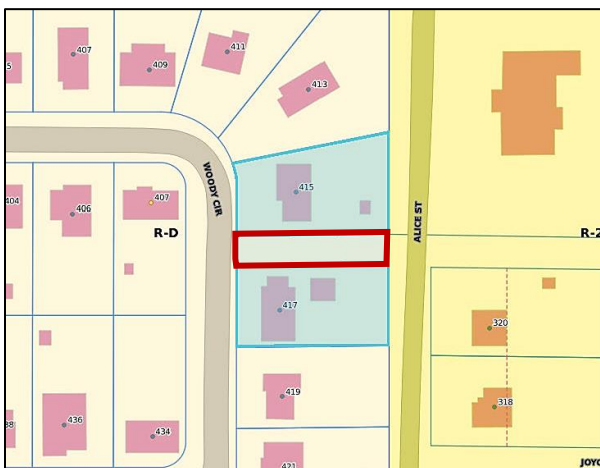
**ADJACENT ZONING/LAND USE:**

|                                  |                                    |
|----------------------------------|------------------------------------|
| <b>Subject Property:</b>         | <b>R-D, Two-Family Residential</b> |
| <b>North, West, &amp; South:</b> | R-D, Two-Family Residential        |
| <b>East:</b>                     | R-2, Single-Family Residential     |

**DESCRIPTION OF REQUEST:**

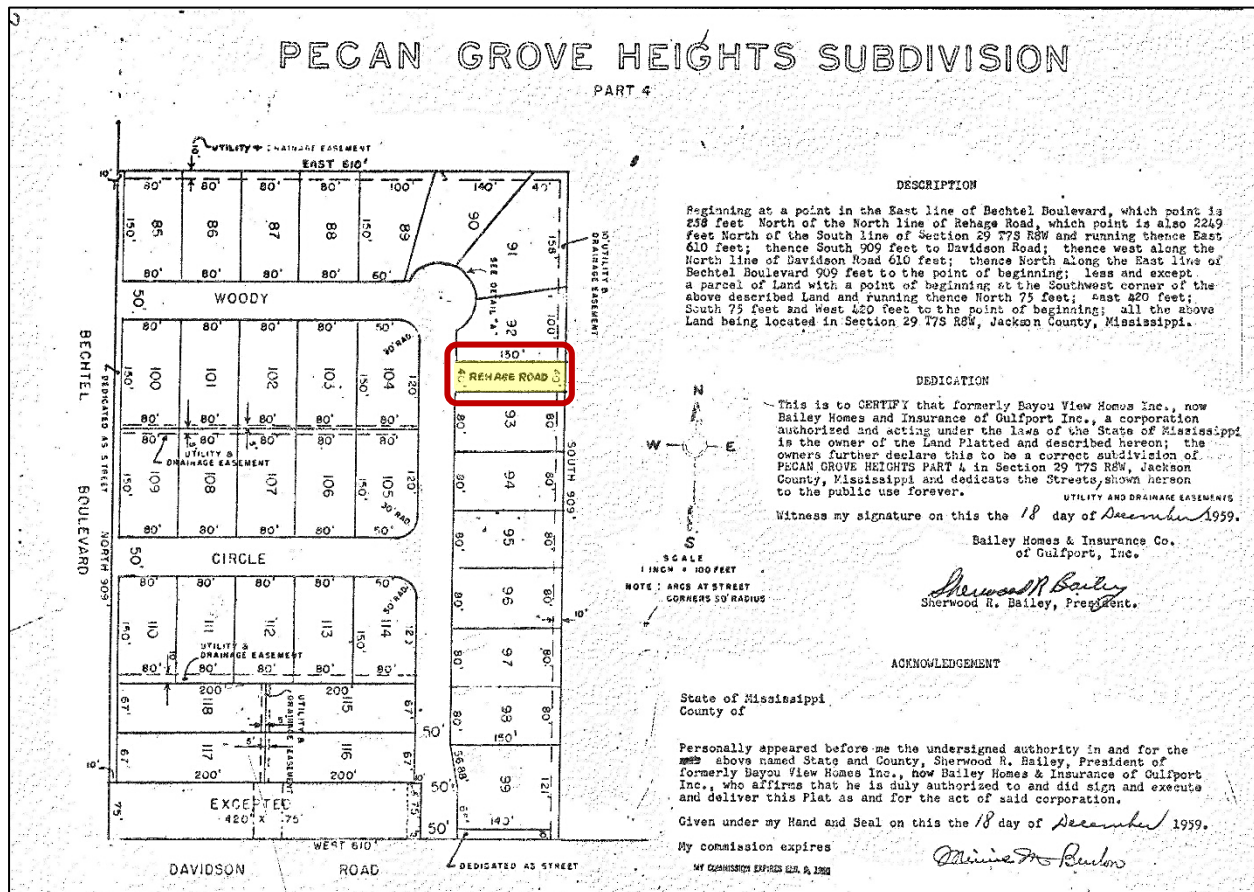
- A request was received from Aaron Craig Nelson and Robert Otto Davis, owners of the property on 417 Woody Circle and 415 Woody Circle respectively to vacate certain sections of undeveloped ROW in Pecan Grove Heights Subdivision.
- This request is being presented to the Planning Commission in order to make determination of “adversely affected thereby or directly interested therein”.
- The plat indicates that this section of undeveloped ROW was an extension of Rehage Road, an area which extends across Alice Street and that has never been developed as a roadway as platted.

**VICINITY**



## FINDINGS:

- The area indicated in red above represents the SUBJECT ROW.
- The property to the north of the subject ROW is 415 Woody Circle and the property to the south of the subject ROW is 417 Woody Circle.
- The ROW has not been developed or used as a roadway as originally platted.
- Maintenance in the area is primarily handled by the adjacent property owners as well as Public Works related to access to utilities which are located within the ROW.
- If vacated, all utilities must be located and a permanent utility easement be created to protect access to any public utilities.



## OTHER FEEDBACK:

- n/a.

## SUMMARY:

- In order to provide the request to the BOA, the determination must be made as to individuals, if any, who are **“adversely affected thereby or directly interested therein.”**

**POTENTIAL MOTION:** To find that the adversely affected thereby directly interested parties include the owners of the adjacent properties: 415 Woody Circle and 417 Woody Circle.



# SULLIVAN LAW FIRM, PLLC

101 Rouselle Place, Suite B  
Ocean Springs, MS 39564  
228.334.5122  
[nicole@sullivanlawfirm.com](mailto:nicole@sullivanlawfirm.com)

May 31, 2023  
*Via US Hand Delivery*

City of Ocean Springs  
Planning Department

**RE: Application to Vacate City-Owned Right of Way**

Dear Planning Department,

On behalf of Aaron Craig Nelson and Robert Otto Davis, this a request for vacation of city-owned right-of-way that is no longer in use by the City of Ocean Springs. Mr. Nelson owns PID# 61375094.000 and Mr. Davis owns PD# 61375093.000. The subject right-of-way exists between the two parcels located between Woody Circle and Alice Street and is approximately 150' x 30'. Both parties agree to have the right-of-way vacated and hereby request same from the City.

Further, the parties agree that the entirety of the right-of-way shall be conveyed to Mr. Nelson. If the City is unavailable to facilitate the entirety of the right-of-way being conveyed to Mr. Nelson, the parties request that the land be split equally between the two, and the parties will settle the matter via deed after the right-of-way being vacated. Both parties have signed this request agreeing to the content and requests made within.

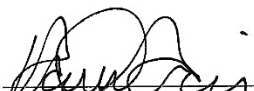
If there should be any additional information or documentation needed in order to process this request or should you have any questions, please do not hesitate to contact me. Thank you for your assistance in this matter. It's greatly appreciated.

Sincerely,

Nicole W. Sullivan

  
\_\_\_\_\_  
AARON CRAIG NELSON

6-6-23  
\_\_\_\_\_  
DATE

  
\_\_\_\_\_  
ROBERT OTTO DAVIS

6-6-23  
\_\_\_\_\_  
DATE

**ORDINANCE NO. 2023-xx**

**AN ORDINANCE CLOSING AND VACATING  
RIGHT OF WAY LOCATED IN PECAN GROVE HEIGHTS SUBDIVISION**

**WHEREAS**, the purpose of the within Ordinance is to close and vacate a right of way located in Pecan Grove Heights Subdivision between Lots 92 and 93, and identified more specifically as Rehage Road on the Plat filed of record in the Record of Plats of Jackson County, Mississippi on the 8<sup>th</sup> day of January, 1960, in Plat Book 5 Page 7; and

**WHEREAS**, the herein referenced right of way to be vacated serves no present or projected public use and that the proposed closure and vacation is in the public interest; and

**WHEREAS**, no adjoining property owners will suffer damages from the closure of the herein referenced right of way; and

**WHEREAS**, the proposed closure and vacation of the herein referenced right of way would not adversely affect any individuals, other than the abutting land owners of Lots 92 and 93, both of whom agree to the closure and vacation of the right of way; and

**WHEREAS**, the City has not used the herein referenced right of way in excess of over ten years, and has no plans of using the right of way in the future; and

**WHEREAS**, the City deems it fitting and appropriate to close and vacate the herein referenced right of way, with said right of way to be now owned by the owner of Lot 93, as agreed to by the owners of Lot 92 and Lot 93. A copy of said agreement is attached hereto for reference; and

**WHEREAS**, the City shall maintain a permanent utility easement over the herein referenced right of way to protect access to any public utilities.

**NOW, THEREFORE BE IT ORDAINED BY THE MAYOR AND BOARD OF  
ALDERMEN OF THE CITY OF OCEAN SPRINGS, MISSISSIPPI, AS FOLLOWS:**

**SECTION 1:** the City hereby closes and vacates the herein referenced right of way, with said right of way to be now owned by the owner of Lot 93, as agreed to by the owners of Lot 92 and Lot 93. A copy of said agreement is attached hereto for reference.

**SECTION 2:** the City shall maintain a permanent utility easement over the herein referenced right of way to protect access to any public utilities.

**SECTION 3:** That all ordinances or parts of ordinances inconsistent herewith are hereby repealed to the extent of such inconsistency.

**SECTION 4:** This Ordinance shall take effect immediately upon final passage and publication as required by law.

**SECTION 5:** That, upon adoption, the City Clerk shall cause this Ordinance to be recorded in the Book of Ordinances of the City of Ocean Springs, Mississippi.

**SECTION 6:** A summary of this ordinance shall be published one time in a local Ocean Springs newspaper.

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

|                           |       |
|---------------------------|-------|
| <b>Alderman Burgess</b>   | _____ |
| <b>Alderman Authement</b> | _____ |
| <b>Alderman Wade</b>      | _____ |
| <b>Alderman Papania</b>   | _____ |
| <b>Alderman Blackman</b>  | _____ |
| <b>Alderman Impey</b>     | _____ |
| <b>Alderman Cox</b>       | _____ |

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

\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CITY CLERK

# SULLIVAN LAW FIRM, PLLC

101 Rouselle Place, Suite B  
Ocean Springs, MS 39564  
228.334.5122  
[nicole@sullivanlawfirm.com](mailto:nicole@sullivanlawfirm.com)

May 31, 2023  
*Via US Hand Delivery*

City of Ocean Springs  
Planning Department

**RE: Application to Vacate City-Owned Right of Way**

Dear Planning Department,

On behalf of Aaron Craig Nelson and Robert Otto Davis, this a request for vacation of city-owned right-of-way that is no longer in use by the City of Ocean Springs. Mr. Nelson owns PID# 61375094.000 and Mr. Davis owns PD# 61375093.000. The subject right-of-way exists between the two parcels located between Woody Circle and Alice Street and is approximately 150' x 30'. Both parties agree to have the right-of-way vacated and hereby request same from the City.

Further, the parties agree that the entirety of the right-of-way shall be conveyed to Mr. Nelson. If the City is unavailable to facilitate the entirety of the right-of-way being conveyed to Mr. Nelson, the parties request that the land be split equally between the two, and the parties will settle the matter via deed after the right-of-way being vacated. Both parties have signed this request agreeing to the content and requests made within.

If there should be any additional information or documentation needed in order to process this request or should you have any questions, please do not hesitate to contact me. Thank you for your assistance in this matter. It's greatly appreciated.

Sincerely,

Nicole W. Sullivan

  
AARON CRAIG NELSON

6-6-23  
DATE

  
ROBERT OTTO DAVIS

6-6-23  
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](http://www.oceansprings-ms.gov)

## MEMORANDUM

To: Mayor & Board of Aldermen  
From: Sarah Harris, Project Manager  
Re: Recommendation of Award and Execute contracts for Disaster Debris MONITORING Services  
Section: OLD BUSINESS  
Meeting Date: August 15, 2023

The city received five (5) proposals for Disaster Debris MONITORING Services on Wednesday August 2, 2023. The proposals were submitted to the review committee for recommendation.

I respectfully request permission to award and execute the Disaster Debris MONITORING Services contract to the company recommended by the review committee.

If applicable, I respectfully request permission to award and execute the alternate Disaster Debris MONITORING Services contract to the company recommended by the review committee.

CITY OF OCEAN SPRINGS  
CITY OF OCEAN SPRINGS, MISSISSIPPI for  
REQUEST FOR PROPOSALS for  
DISASTER DEBRIS MONITORING SERVICES

APPENDIX C

**-DRAFT-**

**\*\*\*\* Selected Proposer(s) will be required to execute this agreement prior to \*\*\*\*  
commencement of service. This is provided for INFORMATIONAL PURPOSES ONLY. Any  
exceptions to this agreement should be included in proposal response.**

**NON-EXCLUSIVE CONTRACT  
FOR DISASTER DEBRIS MONITORING SERVICES  
TO SUPPORT DISASTER RECOVERY OPERATIONS  
MADE BY AND BETWEEN  
THE CITY OF OCEAN SPRINGS AND  
(AGENCY/COMPANY NAME)**

This document is a non-exclusive contract between the parties listed in Paragraph I, entitled "Parties," to provide services as specified in Paragraph II, entitled "Scope of Services." This contract is issued with no guaranteed quantity of services and the usage of this contract is wholly dependent upon the needs of the City at the time of an emergency or disaster.

- A. **Parties.** The parties to this contract are the CITY OF OCEAN SPRINGS BOARD OF ALDERMEN, hereinafter referred to as "CITY OF OCEAN SPRINGS" and generally as "CITY," and (COMPANY FULL NAME), hereinafter referred to as "(COMPANY NAME)" and generally as "CONTRACTOR".
- B. **Scope of Services.** All services listed in this statement are to be performed by (Company Name) unless otherwise noted.
- C. **Purpose:** City of Ocean Springs seeks disaster related Debris Monitoring Services. This includes debris monitoring operations for disaster-related debris, of every kind and nature from public right of ways within the city limits, city property, beaches, waterways. Right of Entry (ROE) may or may not be part of the projects. However, if the City, State, or FEMA authorizes the ROE, it may become part of specific projects.
- D. (Company Name) shall provide the services stated within the RFP for Debris Monitoring Services, which is attached hereto as Addendum A and incorporated herein by reference, as well as the services outlined in (Company Name) proposal submitted in response to the RFP for Debris Monitoring Services, which is attached hereto as Addendum B and incorporated herein by reference.
- E. (Company Name) shall appoint a lead contact for this contract that shall be responsible for managing staff, meeting project goals and objectives within the budget limits.

- F. *(Company Name)* shall perform the following Scope of Work: - The Specific tasks include, but are not limited to, the following:

The City will designate a Project Manager that will act as the Point of Contact (POC) for each event. The POC may consist of a City Employee, or a Professional Contractor according to the type and size of any activation.

*(Company Name)* will work with the Project Manager by assisting in determining the amounts of debris prior to beginning services.

*(Company Name)* will work with all associated teams including MEMA, FEMA, City, and Debris Removal Contractors as needed for timely project completions, cost-effectiveness, and to maximize FEMA Category A reimbursements.

*(Company Name)* will measure and certify all equipment associated with either the City Project Manager or approved Disaster Debris Removal contractor(s).

*(Company Name)* will be familiar with standard Mississippi Department of Transportation (MDOT) Traffic Control Measures and report to the Project Manager any safety issues or irregularities.

*(Company Name)* will report any delays, issues, or concerns by the City or Disaster Debris Removal Contractor to the Project Manager.

*(Company Name)* will oversee all debris pick-up sites as well as temporary and or final sites. Oversight will include GPS coordinates, addresses for pick-up, and photographs. Handwritten Load tickets will either be provided by the City or by the Disaster Debris Removal Contractor. Should *(Company Name)* be positioned to offer e-ticketing, a description should be included in the technical overview within the proposal for this service. Should *(Company Name)* offer e-ticketing, future pricing for any additional devices and the hourly rates for any positions that may be utilizing the devices should also be included within the proposal for this service. *(Company Name)* will be required to state hourly pricing for flat rates without e-ticketing devices as well as with e-ticketing devices. Either handwritten or electronic tickets must be completed in detail for each line item. Photo documentation must be provided from cradle to grave and correlate with the load tickets.

*(Company Name)* will be responsible for providing an electronic document reflecting the cubic yards (or other units of measure) daily amounts to the City Project Manager that can be sent to MEMA and FEMA daily.

*(Company Name)* will be responsible for working sun-up to sun-down seven days a week unless directed differently by the City Project Manager.

As a minimum, *(Company Name)* must provide sufficiently trained Personnel including a Project Manager, Field Monitors, Roving Managers, Fixed Site Monitors, Data Managers, and Clerical.

*(Company Name)* will be required to document any damage to City or private property caused by the Disaster Debris Removal contractor(s). *(Company Name)* should also document any City infrastructure damage caused by the event.

*(Company Name)* must be able to activate within 24 hours of notification to proceed by the City.

*(Company Name)* must certify that the company or any of its principles are not barred from performing any Federally Funded Projects including FEMA and the FHWA.

## **SCOPE OF POSITIONS**

Provide Project Managers, Roving Managers, Field Monitors, Fixed Site Monitors, Data Managers, and Clerical for Debris Monitoring following a Federal Declaration.

### **1) Project Manager:**

*(Company Name)* will provide a Project Manager to oversee debris monitoring activities.

- a. Oversight and Supervision of Monitor field activities.
- b. Scheduling of Monitoring resources and deployment timing.
- c. Communication and coordination with City Personnel.
- d. Make suggestions to improve the efficiency of collection and removal of debris.
- e. Coordinate daily activities and future planning.
- f. Remain in contact with Project Manager.
- g. Identify, address, and troubleshoot any questions or problems that could impact work area safety and eligibility.
- h. Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards. Document and record measurements and computations. Document truck hauling compartment condition using digital photographs. Prepare a master logbook of all hauling equipment used by the City and or the Removal Contractor(s).
- i. Compile, reconcile and document daily in an electronic spreadsheet format all eligible debris hauled by the City or Removal Contractor.
- j. Communicate with Debris Removal Contractor(s) to assist with logistics and overall debris removal programs.

### **2) Field Debris Monitors and Roving/Operations Manager:**

*(Company Name)* will perform on-site, street-level work area inspections of debris cleanup and collection. *(Company Name)* will provide loading site (field) monitors



to inspect and control debris collection utilizing manifest load tickets (electronic or paper). A Roving or Operations Manager will also be assigned to oversee a maximum of ten Field Monitors. Monitoring operations personnel are expected to oversee the following items:

- a. Provide field monitor personnel at designated areas to check and verify information on debris removal operations.
- b. Monitor collection activity of trucks.
- c. Issue manifest load tickets at loading site for each load.
- d. Check the area for safety considerations such as – downed power lines, the presents of children, traffic control, safety of equipment
- e. Assist contractor with pre-work inspection of areas to check debris piles to identify covered utility meters, transformers, fire hydrants, mailboxes, etc. to help prevent damage from loading equipment and to look for potential problems.
- f. Should damages occur to utility components, driveways, road surfaces, private property, vehicles, etc. document the damage with photos if possible, collect information about owner, circumstances of the damage (who, what, when, where) and report to your Roving Manager.
- g. Ensure the work area is clear of debris to the specified level before equipment moves to a new loading area.
- h. Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards. Document and record measurements and computations.
- i. Properly monitor and record performance and productivity of debris removal crew.
- j. Remain in constant contact with Roving Manager. Roving Manager is to report directly to the Project Manager.
- k. Assist contractor to ensure that loads are contained properly before leaving the loading area.
- l. Ensure only eligible debris is collected for loading and hauling.
- m. Ensure only debris from approved public areas is loaded for removal.
- n. Perform other duties from time to time as directed by the debris management project manager.
- o. Provide photographs, GPS Coordinates, and other documentation as required.

### **3) Fixed Site Debris Monitors:**

*(Company Name)* will provide Personnel to oversee the inspection of the disposal or unloading sites by providing the monitoring, verification of load capacity, and documentation at designated temporary and or final disposal sites.

- a. Provide disposal site monitors and inspectors Personnel.
- b. Complete record of contract haulers' cubic yardage and other record keeping as may be needed on the provided load ticket.

- c. Initial each load ticket before permitting truck to proceed from the check-in area to the tipping area.
- d. Remain in contact with debris management/dispatch center or supervisor.
- e. Perform other duties as directed by the dispatch/staging operation, debris management project manager, or designated City Personnel.
- f. Accurately measure load hauling compartments and accurately compute volume capacity in cubic yards. Document and record measurements and computations.
- g. Ensure trucks leaving the disposal area are empty.

**4) Data Managers:**

*(Company Name)* will provide Personnel to oversee electronic documentation including:

- a. Excel Spreadsheets as to amounts of debris collected daily.
- b. Maintenance and data transfer of e-ticketing system if applicable.
- c. Data Retention and backup of Data Retention for a minimum of 5 years at the expense of *(Company Name)*.
- d. GPS devices and oversight of coordinating with FEMA on accuracy.
- e. GIS coordination with the City, PDD, and/or state.

**5) Clerical:**

*(Company Name)* will provide Personnel to assist with data collection daily.

- a. Enter daily data into either Excel Spreadsheets or an e-ticketing system.
- b. Verify Billing.
- c. Audit billing vs. invoices.
- d. Prepare cover documentation for services and create a filing system either electronic and/or paper.
- e. Respond to the general public regarding questions related to Debris Removal operations.

III. **Conflict of interest.** *(Company Name)* affirms and acknowledges that it is not currently contracted to and shall not be contracted in the future to any State or Federal agencies for work or services that receive PA funding in the State of Mississippi. Said work or services includes but is not limited to grant administration grant management, or any other work or services funded in part or wholly with Public Assistance funds which the City of Ocean Springs may determine to be a conflict of interest.

IV. **Contract Term.** The term of this contract shall begin on *(Month, Day, Year)* and shall end no later than 11:59 p.m. on *(Month, Day, Year)*. If necessary, this contract may be renewed at the discretion of the City of Ocean Springs conditioned upon satisfactory performance during the prior contract term as determined by the City of Ocean Springs Board of Aldermen. This contract may be renewed upon written notice to *(Company Name)* at least sixty (60) days prior to the contract anniversary date for a period of one (1) year under the same prices, terms, and conditions as in the

original contract. The total number of renewal years shall not exceed two (2). *(Company Name)* acknowledges that throughout the term of this contract, the need for the services specified above may decrease. The City reserves the right to decrease staffing under any resulting contract as necessary to meet the current needs of the City's recovery operations.

The occurrence of a disaster event does not guarantee activation of the contract or work. In the event of a disaster, the City will determine whether to activate the contract as it deems services are required.

## **V. Consideration and Payment.**

- A. As consideration for performance of the contract by *(Company Name)*, City of Ocean Springs shall pay *(Company Name)* for services rendered and accepted per authorized task order the amount for services not to exceed the accepted rates as provided in *(Company Name)*'s rate table, Addendum A on pages 27-32. This amount shall cover all expenses incurred by *(Company Name)* in performing the scope of work included in the contract. Included in Addendum A on pages 27-32 of said addendum is the rate table for this contract, which is incorporated herein by reference.
- B. *(Company Name)* shall invoice City of Ocean Springs monthly. The final invoice shall be submitted only after the final product has been accepted by City of Ocean Springs.
- C. *(Company Name)* agrees to accept all payments in United States currency. City of Ocean Springs agrees to make payment in accordance with Mississippi law on "Timely Payment for Purchases by Public Bodies," Section 31-7-301, et seq. Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by City of Ocean Springs (45) days of receipt of invoice.
- D. *(Company Name)* agrees that the total consideration named in Paragraph V.A. includes overhead such as reimbursement for all expenses incurred as a part of this contractual agreement. Reimbursement for expenses shall be paid in accordance with state laws and regulations.
  - 1. Reimbursement for actual expenses including, but not limited to, essential office supplies such as pens, postage, paper and ink toner cartridges shall be accomplished through overhead built into the contract price offered by Contractor.
  - 2. City of Ocean Springs will not reimburse for the purchase of office equipment unless *(Company Name)* has received prior written approval from City of Ocean Springs. Further, any office equipment purchased with prior written approval will be processed through the City of Ocean Springs Inventory Control Department and will remain the property of City of Ocean Springs after the completion of services under this contract.
- E. *(Company Name)* shall have the right to internally manage its own staff, time and expenses. City of Ocean Springs shall be informed of all staffing issues. Job descriptions and billing rates by job title for specified labor categories are attached hereto as part of Addendum B and incorporated herein by reference.

F. *(Company Name)* shall provide the following in terms of staffing to perform the scope of services as provided for in this contract:

1. Program Manager – *(number)*, and;
2. **Operations** Managers - *(number)*, and;
3. Field Monitors Support – *(number)*, and;
4. Fixed Site Monitors – *(number)*, and;
5. Data Managers – *(number)*, and;
6. Clerical Support – *(number)*.

VI. **Personnel.** *(Company Name)* and any assistance they employ shall perform all the services required hereunder this contract. All personnel engaged in the work shall be fully qualified to the satisfaction of the City of Ocean Springs and shall be authorized as permitted under Federal, state, and local law to perform such services.

VII. **Insurance.** *(Company Name)* shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the City. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Mississippi. *(Company Name)* shall furnish proof of Insurance to the City prior to the commencement of operations. The Certificate(s) shall clearly indicate *(Company Name)* has obtained insurance of the type, amount, and classification as required by contract and that no material change, or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the City. Certificates shall specifically include the City of Ocean Springs as Additional Insured for all lines of coverage except Workers' Compensation. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve *(Company Name)* of its liability and obligations under this Contract.

**Certificate Holder Address:** City of Ocean Springs  
1018 Porter Avenue  
Ocean Springs, MS 39564

*(Company Name)* shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$1,000,000 aggregate to protect *(Company Name)* from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by *(Company Name)*, or by anyone directly employed by or contracting with *(Company Name)*.



(Company Name) shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

(Company Name) shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$1,000,000 combined single limit for bodily injury and property damage liability to protect (Company Name) from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by (Company Name) or by anyone directly or indirectly employed by (Company Name).

(Company Name) shall maintain Umbrella or Excess Liability Insurance covering workers' compensation, commercial general liability, and business auto liability with minimum limits of liability of \$1,000,000.

(Company Name) shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for the State of Mississippi.

The certificate of insurance shall contain an agreement by the insurance company issuing the policy that the policy will not be canceled, terminated, or modified without thirty (30) days prior written notice to the City. Should any certificate of insurance required hereunder expire during the term of this contract, it is the responsibility of (Company Name) to provide copies of the current insurance certificate within five (5) working days.

In the event of unusual circumstances, the City of Ocean Springs may adjust these insurance requirements.

**VIII. Terms and Conditions Required for Contract for Services with Ocean Springs, Mississippi.**

This contract is subject to and incorporates the following terms and conditions governing a contract between the City of Ocean Springs and (Company Name) for professional services:

- A. **Applicable Law.** The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of law's provisions, and any litigation with respect thereto shall be brought in the courts of the State. (Company Name) shall comply with applicable Federal, State, and local laws and regulations.
- B. **Ability to Contract.** (Company Name) warrants that he/she/it is qualified to provide the services, whether personal or professional, as outlined in this contract. (Company Name) agrees to conform to existing policies, rules, and regulations of the City. (Company Name) agrees to maintain throughout the contract period such licensing and/or certification as may be required by law for the provision of services specified herein, if applicable.

- C. **Licenses, Permits and Fees.** *(Company Name)* shall be responsible for obtaining and holding any and all necessary licenses, permits, and certifications required to perform the work described herein throughout the duration of the contract. Payment of any fees or fines resulting in or by the lack of permits, licenses or certifications shall be the sole responsibility of *(Company Name)*.
- D. **Representation Regarding Contingent Fees.** *(Company Name)* represents that it has not retained a person to solicit or secure a City contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in *(Company Name)*'s proposal.
- E. **Representation Regarding Gratuities.** *(Company Name)* represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in the City Required and Available Clauses.
- F. **Procurement Regulations and Approval.** This contract is designed by the applicable provisions of the "City of Ocean Springs Required and Available Clauses", a copy of which is available and attached as Appendix A and incorporated herein by reference.
- G. **Equal Employment Opportunity.** *(Company Name)* understands that the City of Ocean Springs is an equal opportunity employer and therefore maintains a policy that prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, or any other consideration made unlawful by Federal, State, or local laws. All such discrimination is unlawful, and *(Company Name)* agrees during the term of the agreement that *(Company Name)* will strictly adhere to this policy in its employment practices and provision of services.
- H. **Compliance with Federal Law, Regulations, and Executive Orders.** *(Company Name)* shall comply with, and all activities under this agreement shall be subject to, all applicable Federal laws, regulations, executive orders, FEMA policies, procedures, and directives. Additionally, the Contractor will comply with all State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.
- I. **Program Fraud and False or Fraudulent Statements or Related Acts.** *(Company Name)* acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to *(Company Name)*'s actions pertaining to this contract.
- J. **Stop Work Order.**
1. **Order to Stop Work.** The City may, by written order to *(Company Name)* at any time, and without notice to any surety, require *(Company Name)* to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to *(Company Name)*, 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, *(Company Name)* 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, the City shall either:

- a. Cancel the stop work order or;
- b. Terminate the work covered by such order as provided in the ‘Termination for Default Clause’ or the ‘Termination for Convenience Clause’ of this contract.

2. **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, *(Company Name)* shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:

- a. The stop work order results in an increase in the time required for, or in *(Company Name)*’s cost properly allocable to, the performance of any part of this contract; and
- b. *(Company Name)* asserts a claim for such an adjustment with 30 days after the end of the period of work stoppage; provided that, if the City decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

3. **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 shall be allowed by adjustment or otherwise.

4. **Adjustment of Price.** Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract.

K. **E-Invoices and Payment.** The City requires *(Company Name)* submit invoices throughout the term of the agreement. Contractor invoices shall be submitted to City of Ocean Springs using the processes and procedures identified by the City. The City agrees to make payment in accordance with Mississippi law on “Timely Payments for Purchases by Public Bodies,” which generally provides for payment of undisputed amounts by the City within forty-five (45) days of receipt of the invoice. Mississippi Code Annotated § 31-7-305. *(Company Name)* understands and agrees that the City is exempt from the payment of taxes. All payment shall be in United States currency.

L. **E-Verification.** *(Company Name)* represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Mississippi Code Annotated §§ 71-11-1, et seq of the Mississippi Code Annotated (Supp 2008) and will register and participate in the

status verification system for all newly hired employees. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. 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, all known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. *(Company Name)* agrees to maintain records of such compliance and, upon request of the City, and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the City. The contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of the State of Mississippi. *(Company Name)* understands and agrees that any breach of these warranties may subject *(Company Name)* to the following:

1. Termination of this agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
2. The loss of any license, permit, certification, or other document granted to *(Company Name)* by an agency, department, or governmental entity for the right to do business in Mississippi for up to one (1) year or;
3. Both.

In the event of such termination/cancellation, *(Company Name)* would also be liable for any additional costs incurred by the City due to Contract cancellation or loss of license or permit.

M. **Transparency.** This contract, including any accompanying exhibits, attachments and appendices, is subject to the “Mississippi Public Records Act of 1983” codified as section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). If a public records request is made for any information provided to the City pursuant to the Agreement, the City shall promptly notify the disclosing party of such request. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the Agreement shall be liable to the other party for disclosures of information required by court order or required by law.

N. **Trade Secrets, Commercial and Financial Information.** It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the terms of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

IX. **General Terms and Conditions.** This contract is subject to and incorporates the following terms and conditions governing a contract between the City of Ocean Springs and *(Company Name)* for professional services:



- A. **Anti-Assignment/Subcontracting.** *(Company Name)* acknowledges that it was selected by the City to perform the services required hereunder based, in part, upon the *(Company Name)*'s special skills and expertise. *(Company Name)* shall not assign, subcontract, or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the City, which the City 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 the City of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the City in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the City may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.
- B. **Approval.** It is understood that this contract requires approval by the City of Ocean Springs. If this contract is not approved, it is void and no payment shall be made hereunder.
- C. **Attorney's Fees and Expenses.** Subject to other terms and conditions of this agreement, in the event *(Company Name)* defaults in any obligations under this agreement, the *(Company Name)* shall pay to the City all costs and expenses (including, without limitation, investigative fees, court costs, and attorney's fees) incurred by the City in enforcing this agreement or otherwise reasonably related thereto. *(Company Name)* agrees that under no circumstances shall the City be obligated to pay any attorney's fees or costs of legal action to *(Company Name)*.
- D. **Authority to Contract.** *(Company Name)* represents: (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual or other agreement of any kind; (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement; (e) that *(Company Name)* is not barred from contracting with City of Ocean Springs; and (f) that the Contractor is at least eighteen (18) years old.
- E. **Contractor Personnel.** City of Ocean Springs shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by *(Company Name)*. If City of Ocean Springs reasonably rejects staff or subcontractors, *(Company Name)* must provide replacement staff or subcontractors satisfactory to City of Ocean Springs in a timely manner and at no additional cost to City of Ocean Springs. The day-to-day supervision and control of *(Company Name)*'s employees and subcontractors is the sole responsibility of the Contractor.
- F. **Suspension and Debarment.** (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such *(Company Name)* is required to verify that the contractor and none of its principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). (2) *(Company Name)* must comply with 2 C.F.R. pt. 180, subpart C and 2

C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. (3) This certification is a material representation of fact relied upon by City of Ocean Springs, Mississippi. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to City of Ocean Springs, Mississippi, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions. See Certification Regarding Suspension and Debarment included as Attachment G of Addendum B.

- G. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).** Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. See 44 CFR Part 18 – Certification Regarding Lobbying included as Attachment F of Addendum B.

H. **Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387)**

Clean Air Act: (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.; (2) The contractor agrees to report each violation to the City of Ocean Springs Board of Aldermen and understands and agrees that the City of Ocean Springs Board of Aldermen will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office; and (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act: (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.; (2) The contractor agrees to report each violation to the City of Ocean Springs Board of Aldermen and understands and agrees that the City of Ocean Springs Board of Aldermen will in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office; and (3) The contractor agreements to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**I. Prohibition on certain telecommunications and video surveillance services or equipment.**

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115–232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
  - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- (a) In implementing the prohibition under [Public Law 115–232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

**J. Domestic preferences for procurements.**

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

- (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**K. Procurement of recovered materials.**

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- L. Change in Scope of Work.** City of Ocean Springs may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by *(Company Name)* that the scope of the project or of *(Company Name)*’s services has been changed, requiring changes to the amount of compensation to *(Company Name)* or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by City of Ocean Springs and *(Company Name)*. If *(Company Name)* believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to *(Company Name)*, *(Company Name)* must immediately notify City of Ocean Springs in writing of this belief. If City of Ocean Springs believes that the particular work is within the scope of the contract as written, *(Company Name)* will be ordered to and shall continue with the work as changed and at the cost stated for the work within the contract.

**M. Confidential Information.** “Confidential Information” shall mean:

1. Those materials, documents, data, and other information which *(Company Name)* has designated in writing as proprietary and confidential; and,
2. All data and information which *(Company Name)* acquires as a result of its contact with and efforts on behalf of the customer and any other information designated in writing as confidential by the City. Each party to this agreement agrees to the following:
  - a. To protect all confidential information provided by one party to the other;
  - b. To treat all such confidential information as confidential to the extent that confidential treatment is allowed under State and/or Federal law; and,



- c. Except as otherwise required by law, not to publish or disclose such information to any third party without the other party's written permission; and,
  - d. To do so by using those methods and procedures normally used to protect the party's own confidential information.
3. Any liability resulting from the wrongful disclosure of confidential information on the part of *(Company Name)* or its subcontractor shall rest with *(Company Name)*. Disclosure of any confidential information by *(Company Name)* or its subcontractor without the express written approval of the customer shall result in the immediate termination of this agreement.
- N. **Confidentiality.** Notwithstanding any provision to the contrary contained herein; it is recognized that City of Ocean Springs is a public entity in the State of Mississippi and is subject to the Mississippi Public Records Act, Mississippi Code Annotated § 25-61-1, et seq. If a public records request is made for any information provided to City of Ocean Springs pursuant to the agreement, City of Ocean Springs shall promptly notify the disclosing party of such request and will respond to the request only in accordance with the procedures and limitations set forth in applicable law. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the agreement shall be liable to the other party for disclosures of information required by court order or required by law.
- O. **Disclosure of Confidential Information.** In the event that either party to this agreement receives notice that a third-party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information, that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this agreement. The parties agree that this section is subject to and superseded by Mississippi Code Annotated § 25-61-1, et seq.
- P. **Exceptions to Confidential Information.** *(Company Name)* and the City shall not be obligated to treat as confidential and proprietary any information disclosed by the other party (“disclosing party”) which:
1. Is rightfully known to the recipient prior to negotiations leading to this agreement, other than information obtained in confidence under prior engagements;
  2. Is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer;
  3. Is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;

4. Is independently developed by the recipient without any reliance on confidential information;
  5. Is or later becomes part of the public domain or may be lawfully obtained by the City or *(Company Name)* from any nonparty; or,
  6. Is disclosed with the disclosing party's prior written consent.
- Q. **Failure to Deliver.** In the event of failure of *(Company Name)* to deliver services in accordance with the contract terms and conditions, City of Ocean Springs, after due written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that City of Ocean Springs may have.
- R. **Failure to Enforce.** Failure by City of Ocean Springs at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of City of Ocean Springs to enforce any provision at any time in accordance with its terms.
- S. **Force Majeure.** Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the "force majeure events"). When such a cause arises, *(Company Name)* shall notify the City immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the City determines it to be in its best interest to terminate the agreement.
- T. **HIPPA Compliance.** *(Company Name)* agrees to comply with the "Administrative Simplification" provisions of the Health Insurance Portability and Accountability Act of 1996, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under this contract.
- U. **Indemnification.** To the fullest extent allowed by law, *(Company Name)* shall indemnify, defend, save and hold harmless, protect, and exonerate City of Ocean Springs, its mayor, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by *(Company Name)* and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the City's sole discretion, *(Company Name)* may be allowed to control the defense of any such claim, suit, etc. In the event *(Company Name)* defends said claim, suit etc., the Contractor shall use legal counsel acceptable to the City. *(Company*

*Name*) shall be solely responsible for all costs and/or expenses associated with such defense, and the City shall be entitled to participate in said defense. *(Company Name)* shall not settle any claim, suit, etc. without the City's concurrence, which the City shall not unreasonably withhold.

- V. **No Obligation by the Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- W. **Independent Contractor Status.** *(Company Name)* shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the City. Nothing contained herein shall be deemed or construed by the City, *(Company Name)*, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the City and *(Company Name)*. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the City or *(Company Name)* hereunder creates or shall be deemed to create a relationship other than the independent relationship of the City and *(Company Name)*. *(Company Name)*'s personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the City. Neither *(Company Name)* nor its employees shall, under any circumstances, be considered servants, agents, or employees of City of Ocean Springs, and City of Ocean Springs shall be at no time legally responsible for any negligence or other wrongdoing by *(Company Name)*, its servants, agents, or employees. City of Ocean Springs shall not withhold from the contract payments to *(Company Name)* any Federal or City unemployment taxes, Federal or City income taxes, Social Security tax, or any other amounts for benefits to *(Company Name)*. Further, City of Ocean Springs shall not provide to *(Company Name)* any insurance coverage or other benefits, including Worker's Compensation normally provided by the City for its employees.
- X. **Integrated Agreement/Merger.** This agreement, including all contract documents, 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 evidenced upon the minutes and executed by the City and *(Company Name)*. *(Company Name)* acknowledges that it has thoroughly read all contract documents 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. Accordingly, this agreement shall not be construed or interpreted in favor of or against the City or *(Company Name)* on the basis of draftsmanship or preparation hereof.
- Y. **Modification or Renegotiation.** This agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if Federal, State and/or City revisions of any applicable laws or regulations make changes in this agreement necessary.
- Z. **No Limitation of Liability.** Nothing in this agreement shall be interpreted as excluding or limiting any tort liability of *(Company Name)* for harm caused by the intentional or reckless

conduct of *(Company Name)* or for damages incurred through the negligent performance of duties by *(Company Name)* or the delivery of products that are defective due to negligent construction.

**AA. Notices.** All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United States mail postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Contractor: *(Representative Name, Title)*  
*(Company/Agency Name)*.  
*(Street Address)*  
*(City, State, Zip Code)*  
*(Phone Number)*  
*(email Address)*

For the City: Patty Gaston, City Clerk  
City of Ocean Springs Board of Aldermen  
1018 Porter Avenue  
Ocean Springs, MS 39564  
(228) 230-1963  
[pgaston@oceansprings-ms.gov](mailto:pgaston@oceansprings-ms.gov) CC: [sharris@oceansprings-ms.gov](mailto:sharris@oceansprings-ms.gov)

**BB. Non-Solicitation of Employees.** Each party to this agreement agrees not to employ or to solicit for employment, directly or indirectly, any persons in the full-time or part-time employment of the other party until at least six (6) months after this agreement terminates unless mutually agreed to in writing by the City and *(Company Name)*.

**CC. Oral Statements.** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by City of Ocean Springs and agreed to by *(Company Name)*.

**DD. Ownership of Documents and Work Papers.** City of Ocean Springs shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project, which is the subject of this agreement, except for *(Company Name)*'s internal administrative and quality assurance files and internal project correspondence. *(Company Name)* shall deliver such documents and work papers to City of Ocean Springs upon termination or completion of the agreement. The foregoing notwithstanding, *(Company Name)* shall be entitled to retain a set of such work papers for its files. *(Company Name)* shall be entitled to use such work papers only after receiving written permission from City of Ocean Springs and subject to any copyright protections.

**EE. Price Adjustment.** Any adjustments in contract price, pursuant to a clause in this contract, shall be made in one or more of the following ways:



1. By agreement on a fixed price adjustment before commencement of the additional performance;
2. By unit prices specified in the contract;
3. By the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract; or,
4. By the price escalation clause.

FF. **Priority.** The contract consists of this Agreement, the Request for Proposal for 'Disaster Debris Removal Services' (hereinafter referred to as RFP and attached as Addendum A), and the response proposal by *(Company Name)* dated *(Month, Day, Year)* (hereinafter referred to as Proposal and attached as Addendum B). Any ambiguities, conflicts or questions of interpretation of this contract shall be resolved by first, reference to this agreement and, if still unresolved, by reference to the RFP and, if still unresolved, by reference to the proposal. Omission of any term or obligation from this agreement or attached Addendum A or B shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.

GG. **Record Retention and Access to Records.** Provided *(Company Name)* is given reasonable advance written notice and such inspection is made during normal business hours of *(Company Name)*, the City or any duly authorized representatives shall have unimpeded, prompt access to any of the Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this agreement shall be retained by *(Company Name)* for three 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 three year period, the records shall be retained for one year after all issues arising out of the action are finally resolved or until the end of the three year period, whichever is later. The Contractor further agrees: (1) to provide the City of Ocean Springs, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions; (2) to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed; and (3) to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. In compliance with the Disaster Recovery Act of 2018, the City of Ocean Springs and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

HH. **Recovery of Money.** Whenever, under the contract, any sum of money shall be recoverable from or payable by *(Company Name)* to City of Ocean Springs, the same amount may be deducted from any sum due to *(Company Name)* under the contract or under any other

contract between *(Company Name)* and City of Ocean Springs. The rights of City of Ocean Springs are in addition and without prejudice to any other right City of Ocean Springs may have to claim the amount of any loss or damage suffered by City of Ocean Springs on account of the acts or omissions of *(Company Name)*.

II. **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.

JJ. **City Property.** *(Company Name)* will be responsible for the proper custody and care of any City-owned property furnished for City's use in connection with the performance of this agreement. *(Company Name)* will reimburse the City for any loss or damage, normal wear and tear excepted.

**KK. Termination for Convenience Clause.**

1. **Termination.** The City may, when the interests of the City so require, terminate this contract in whole or in part, for the convenience of the City. The City shall give written notice of the termination to *(Company Name)* specifying the part of the contract terminated and when termination becomes effective.
2. **Contractor's Obligations.** *(Company Name)* shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination, *(Company Name)* will stop work to the extent specified. *(Company Name)* shall also terminate outstanding orders and subcontracts as they relate to the terminated work. *(Company Name)* shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The City may direct *(Company Name)* to assign *(Company Name)*'s right, title, and interest under terminated orders or subcontracts to the City. *(Company Name)* must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

**LL. Termination for Default Clause.**

1. **Default.** If *(Company Name)* refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the City may notify *(Company Name)* in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the City, such officer may terminate *(Company Name)*'s right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the City may procure similar supplies or services in a manner and upon terms deemed appropriate by the City. *(Company Name)* shall continue performance of the

contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

2. **Contractor's Duties.** Notwithstanding termination of the contract and subject to any directions from the City, *(Company Name)* shall take timely, reasonable, and necessary action to protect and preserve property in the possession of *(Company Name)* in which the City has an interest.
3. **Compensation.** Payment for completed services delivered and accepted by the City shall be at the contract price. The City may withhold from amounts due *(Company Name)* such sums as the City deems to be necessary to protect the City against loss because of outstanding liens or claims of former lien holders and to reimburse the City for the excess costs incurred in procuring similar goods and services.
4. **Excuse for Nonperformance or Delayed Performance.** Except with respect to defaults of subcontractors, *(Company Name)* shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by *(Company Name)* to make progress in the prosecution of the work hereunder which endangers such performance) if *(Company Name)* has notified the City within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the City and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, *(Company Name)* shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit *(Company Name)* to meet the contract requirements. Upon request of *(Company Name)*, the City shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the *(Company Name)*'s progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the City under the clause entitled "Termination for Convenience". (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).
5. **Erroneous Termination for Default.** If, after notice of termination of *(Company Name)*'s right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the City, be the same as if the notice of termination had been issued pursuant to such clause.
6. **Additional Rights and Remedies.** The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

MM. **Termination Upon Bankruptcy.** This contract may be terminated in whole or in part by City of Ocean Springs upon written notice to *(Company Name)*, if *(Company Name)* should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by *(Company Name)* of an assignment for the benefit of its creditors. In the event of such termination, *(Company Name)* shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

NN. **Third-Party Notification.** *(Company Name)* shall give the City prompt notice in writing of any action or suit filed, and prompt notice of any claim made against *(Company Name)* by any entity that may result in litigation related in any way to this agreement.

OO. **Unsatisfactory Work.** If, at any time during the contract term, the service performed or work done by *(Company Name)* is considered by City of Ocean Springs to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the City, *(Company Name)* shall, on being notified by, immediately correct such deficient service or work. In the event *(Company Name)* fails, after notice, to correct the deficient service or work immediately, City of Ocean Springs shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of *(Company Name)*.

PP. **Waiver.** No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, 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.

QQ. **Department of Homeland Security (DHS) Seal, Logo, and Flags.** The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of the flags or likenesses of DHS agency officials without specific FEMA pre-approval.

This written document, along with any addendums, appendices, and attachments embodies the entire contract. It constitutes the final expression of the parties' agreement and is a complete and exclusive statement of the terms of this agreement.

\_\_\_\_\_  
Kenny Holloway, Mayor  
City of Ocean Springs Board of Aldermen

\_\_\_\_\_  
Date

\_\_\_\_\_  
*(Contractor Representative Name, Title)*

\_\_\_\_\_  
Date





|                       |                   |
|-----------------------|-------------------|
| <b>Kenny Holloway</b> | <b>Mayor</b>      |
| 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](http://www.oceansprings-ms.gov)

## MEMORANDUM

To: Mayor & Board of Aldermen

From: Sarah Harris, Project Manager

Re: Recommendation of Award and Execute contracts for Disaster Debris REMOVAL Services

Section: OLD BUSINESS

Meeting Date: August 15, 2023

The city received twelve (12) proposals for Disaster Debris REMOVAL Services on Wednesday July 26, 2023. The proposals were submitted to the review committee for recommendation.

I respectfully request permission to award and execute the Disaster Debris REMOVAL Services contract to the company recommended by the review committee.

If applicable, I respectfully request permission to award and execute the alternate Disaster Debris REMOVAL Services contract to the company recommended by the review committee.

CITY OF OCEAN SPRINGS  
CITY OF OCEAN SPRINGS, MISSISSIPPI for  
REQUEST FOR PROPOSALS for  
DISASTER DEBRIS REMOVAL SERVICES

APPENDIX C

**-DRAFT-**

*\*\*\*\* Selected Proposer(s) will be required to execute this agreement prior to \*\*\*\*  
commencement of service. This is provided for INFORMATIONAL PURPOSES ONLY. Any  
exceptions to this agreement should be included in proposal response.*

**NON-EXCLUSIVE CONTRACT  
FOR DISASTER DEBRIS REMOVAL SERVICES  
TO SUPPORT DISASTER RECOVERY OPERATIONS  
MADE BY AND BETWEEN  
THE CITY OF OCEAN SPRINGS AND  
(AGENCY/COMPANY NAME)**

This document is a non-exclusive contract between the parties listed in Paragraph I, entitled "Parties," to provide services as specified in Paragraph II, entitled "Scope of Services." This contract is issued with no guaranteed quantity of services and the usage of this contract is wholly dependent upon the needs of the City at the time of an emergency or disaster.

- I. **Parties.** The parties to this contract are the CITY OF OCEAN SPRINGS BOARD OF ALDERMEN, hereinafter referred to as "CITY OF OCEAN SPRINGS" and generally as "CITY," and (COMPANY FULL NAME), hereinafter referred to as "(COMPANY NAME)" and generally as "CONTRACTOR".
- II. **Scope of Services.** All services listed in this statement are to be performed by (Company Name) unless otherwise noted.
  - A. **Purpose:** City of Ocean Springs seeks disaster related Debris Removal Services. This includes disaster Debris Removal Services disaster-related debris, of every kind and nature from public right of ways within the city limits, city property, beaches, waterways. Right of Entry (ROE) may or may not be part of the projects. However, if the City, State, or FEMA authorizes the ROE, it may become part of specific projects.
  - B. (Company Name) shall provide the services stated within the RFP for Disaster Debris Removal Services, which is attached hereto as Addendum A and incorporated herein by reference, as well as the services outlined in (Company Name) proposal submitted in response to the RFP for Disaster Debris Removal Services, which is attached hereto as Addendum B and incorporated herein by reference.
  - C. (Company Name) shall appoint a lead contact for this contract that shall be responsible for managing staff, meeting project goals and objectives within the budget limits.
  - D. (Company Name) shall perform the following Scope of Work: - Specific tasks include, but are not limited to, the following:

The primary purpose of this scope of work is to maintain the public health, safety, and economic recovery of the Owner during the response to an emergency situation, as well as to restore the public areas to a normal condition. The Contractor understands and agrees that disaster debris removal in the most expeditious manner possible is of the utmost importance, and it will make every effort to complete all requirements of this Contract in the shortest time possible. Disaster debris removal from private property may be added to this contract under the same terms, conditions, and prices, if approved by the City.

The work to be performed under this Contract shall consist of the collection, removal, and disposal of the debris caused by the disaster. The Contractor shall not be paid to remove, process, or dispose of debris that is unrelated to disaster damage, without written direction from the Owner. Work done under this contract will be done by individual Task Orders issued by the Owner.

If requested by the Owner through a Task Order, the Contractor shall perform emergency roadway clearance during the first 70 hours of work following the disaster. This phase of work involves pushing debris from at least one lane of roadways to allow the passage of emergency vehicles. Contractor must mobilize and begin this phase of work within 24 hours of notification by Owner. If this notification is given prior to the disaster, work shall begin within 12 hours following the disaster. Contractor shall provide adequate personnel and equipment to clear at least one lane of all public roadways within the jurisdiction within 48 hours of notification. This work shall be accomplished as required bonds, certificates and documents are being finalized. Work performed during the first 70 hour "push" phase only shall be billed at hourly rates for personnel and equipment. Contractor shall attach a schedule of time and material rates with all proposals in response to this RFP.

Trees, limbs and debris (including fallen trees) which are located partially on, or above public property or right-of way shall be cut at the right-of-way line or property line, and the public portion shall be removed under this contract. All cuts should be properly performed to leave remaining portions of trees in a safe condition and to maximize the opportunity for live trees to thrive. Cuts should be perpendicular and near the fork with the first healthy branch. No debris shall be loaded without the presence of a monitor issuing a proper load ticket to document the origin of the load, date, contractor name, truck number, truck capacity, point of debris collection, loading departure time, etc.

The Contractor shall maintain Debris work sites in accordance with appropriate use standards, safety standards, and regulatory requirements. All loads hauled shall be full and well compacted. The contractor shall track and map streets cleared of eligible ROW debris during each pass and provide this information to the Monitor on a daily basis.

The final debris disposal sites will be determined by the city. Temporary disposal sites may or may not be allowed or available, but if applicable the sites will be determined by the city. Should the city approved disposal site not allow the disposal of debris, the contractor must notify the city immediately. The city will pay all disposal fees to the approved disposal site.

To receive payment under this Contract, Contractor shall submit an invoice to the Monitor for the debris hauled to each reduction or disposal site in accordance with the specifications, which shall be calculated from load tickets that are issued by the Monitor at each site. Contractor shall be paid solely on the tickets issued and verified by the Monitor at the reduction/disposal sites.

**1. Removal of Vegetative Debris:**

As directed by the City or Monitor, the Contractor shall accomplish the pickup, loading, and hauling of all vegetative Debris collected from public property and ROW. The Contractor shall haul vegetative debris to a Debris Management Site (DMS) or final disposal site, at the City's direction. The Contractor shall provide an inspection tower. This pay item includes fallen tree and limb debris that is located on public property and ROW, as well as hazardous limbs and trees removed by the Contractor under other pay items and placed on public property or ROW. The Contractor shall comply with all federal, state, and local laws and regulations. Anticipated revenues from the recycling of vegetative debris or reduced vegetative debris shall be reflected in the unit price for this pay item. The Contractor shall be responsible for all site permitting requirements, all tipping, etc. Payment under this pay item shall be based on a per cubic yard quantity.

**2. Site Management and Reduction of Vegetative Debris by Grinding:**

The Contractor shall reduce eligible vegetative debris by grinding, as directed by the City. This may include vegetative debris delivered to the DMS by the Contractor, by the City, or by others. Site management, debris reduction, and site closure shall be the responsibility of the Contractor and shall comply with all laws and regulations. The Contractor shall be responsible for all site permitting requirements. Compliance with site closure requirements must be confirmed in writing by the state environmental agency prior to final payment to the Contractor. DMS management shall include site security and shall include segregation of types and sources of debris, as directed by the City. Payment under this pay item shall be based on a per cubic yard quantity.

**3. Load, Haul, and Dispose of Vegetative Debris Reduced by Grinding:**

Contractor shall load, haul, and dispose of all reduced (by grinding) vegetative debris. The Contractor can either recycle the material or dispose of the material at a site approved by the state environmental agency. The Contractor may be required to remove, haul, and dispose of reduced vegetative debris from a DMS site or sites managed by others. The Contractor shall provide an inspection tower. Disposal shall comply with all federal, state, and local laws and regulations. Anticipated revenues from the recycling of vegetative debris or reduced vegetative debris shall be reflected in the unit price for this pay item. The Contractor shall be responsible for all site permitting requirements, all tipping, etc. Payment under this pay item shall be based on a per cubic yard quantity of reduced debris.

**4. Site Management and Reduction of Vegetative Debris by Burning:**

The Contractor shall reduce eligible vegetative debris by burning, as directed by the City. This may include vegetative debris delivered to the DMS by the Contractor, by the city, or by others. Site management, debris reduction, and site closure shall be the responsibility of the



Contractor and shall comply with all laws and regulations. Compliance with site closure requirements must be confirmed in writing by the state environmental agency prior to final payment to the Contractor. DMS management shall include site security and shall include segregation of types and sources of debris, as directed by the City. Payment under this pay item shall be based on a per cubic yard quantity.

**5. Load, Haul, and Dispose of Vegetative Debris Reduced by Burning:**

Contractor shall load, haul, and dispose of all reduced (by burning) vegetative debris to a final disposal site approved by the state environmental agency. The Contractor may be required to remove, haul, and dispose of reduced vegetative debris from a DMS site or sites managed by others, to an approved landfill. The Contractor shall provide an inspection tower. Disposal shall comply with all federal, state, and local laws and regulations... Anticipated revenues from the recycling of vegetative debris or reduced vegetative debris shall be reflected in the unit price for this pay item. The Contractor shall be responsible for all site permitting requirements, all tipping, etc. Payment under this pay item shall be based on a per cubic yard quantity of reduced debris.

**6. Remove, Haul, and Dispose of C&D Debris:**

As identified by the City or Monitor, the Contractor shall accomplish the pickup, loading and hauling of all Construction and Demolition (C&D) Debris from public property and ROW. Structure demolition, if approved by the City, shall be included in this pay item. Contractor shall deliver C&D Debris to the city determined final disposal site approved by the state environmental agency. All items associated with structure demolition shall be included in this pay item:

- i. Removal, transportation, and disposal of demolished structures and scattered C&D debris on private property will be performed, if approved by the City.
- ii. The Contractor is required to strictly adhere to all Local, State, and Federal regulations (such as obtaining demolition permits) for the demolition work, handling and transportation of non-regulated asbestos containing material (non-RACM) structures.
- iii. Once the debris removal vehicle has been issued a load ticket from the City's authorized representative or Monitor, the debris removal vehicle will proceed immediately to a City approved final disposal site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- iv. Entry onto private property for the removal of eligible C&D debris will only be permitted when directed in writing by the City or its authorized Monitor. The City will provide specific ROE legal and operational procedures for private property debris removal programs if requested.
- v. The Contractor shall provide proof (from the respective utility) that all utility connections are disconnected and shall verify that the structure is unoccupied before demolition.

The Contractor shall provide an inspection tower. Anticipated revenues from the recycling of debris shall be reflected in the unit price for this pay item. The Contractor shall be responsible for all site permitting requirements, all tipping, etc. Payment under this pay item shall be based on a per cubic yard quantity. Disposal shall comply with all federal, state, and local laws and regulations.

**7. Removal of Hazardous Hanging Limbs:**

The Contractor shall remove hazardous hanging limbs (hangers) over 2" in diameter from trees over 6" in diameter (measured 24" above ground) from public property and ROW, as identified by the City or Monitor. Trees with hazardous limbs must be identified by the City or Monitor prior to removal by the Contractor to be eligible for payment. Limbs shall be cut as close as possible to the first healthy lateral limb or trunk to preserve the health of the tree and avoid future hazardous conditions. Limb removal generally will require the utilization of lift equipment and/or workers trained and experienced in climbing. Hazardous limbs shall be removed and placed on public property or ROW for pickup. Payment for this item shall be on a per tree basis. Payment for hauling, reduction and disposal of the hazardous limbs removed and placed on ROW will be paid under separate pay items.

**8. Removal of Hazardous Leaning Trees:**

The Contractor shall remove hazardous leaning trees (leaners) over 6" in diameter (measured 24" above ground) from public property and ROW, as identified by the City or Monitor. Disaster damaged trees leaning more than 30 degrees from vertical and trees with more than 50% of the canopy damaged shall be considered hazardous trees. Hazardous trees shall be removed and placed on public property or ROW for pickup. The City or Monitor must identify hazardous trees prior to removal to be eligible for payment. Payment for this item shall be on a per tree basis in size categories as shown in the Pay Item Schedule. Payment for hauling, reduction and disposal of the hazardous trees collected and placed on ROW will be handled under separate pay items. If more than 50% of the stump root ball of the hazardous tree to be removed is exposed, the stump shall also be removed and paid for under a separate pay item.

**9. Removal of Hazardous Stumps:**

As identified and directed by the City, the Contractor shall remove, haul, and dispose of all hazardous stumps on public property or ROW that have at least 50% of the root ball exposed. Each stump shall be inspected by the City Representative or Monitor and the Contractor and documented as to the appropriate category of size for invoicing. The Contractor shall back-fill each stump hole with clean compatible material as determined by the City representative and/or its Monitor and the Contractor. Fill dirt will not be measured for separate payment and shall be included in the cost of the stump removal. Stumps that do not have at least 50% of the root ball exposed shall be flush cut with the ground and hauled as vegetative debris. Hazardous stumps less than 24 inches in diameter shall be removed as regular vegetative debris and will not be measured for separate payment.

**10. Regulated Asbestos Containing Material (RACM):**

In addition to debris removal from public / private property and ROW, Contractor shall be fully responsible for removal, transportation, and disposal of RACM debris. This may include the demolition of structures containing RACM. The Contractor shall comply with state environmental agency and EPA requirements for RACM loading, hauling, and disposal requirements at a location approved by the City. The Contractor will deliver the RACM material to a landfill approved by the state environmental agency for the disposal of RACM. Contractor shall be responsible for providing protective gear and equipment to its agents and employees and for ensuring its proper utilization. Anticipated revenues from the recycling of debris shall be reflected in the unit price for this pay item. The Contractor shall be responsible for all site permitting requirements, all tipping, etc.

Under this item, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to decommission, demolish, and dispose of eligible RACM structures on private property within the jurisdictional limits of the City. Under this service, work will include ACM testing, decommissioning, structural demolition, debris removal, and site remediation. Further, eligible debris generated from the demolition of structures, as well as eligible scattered C&D debris on private property, will be transported to an city-approved final disposal site in accordance with all Federal, State, and Local regulations. Payment under this item will be per cubic yard.

- vi. The Contractor is required to strictly adhere to all Local, State, and Federal regulatory requirements (such as obtaining demolition permits, burrito wrapping of debris, etc.) for the demolition, handling, and transportation of RACM structures.
- vii. Decommissioning consists of the removal and disposal of all HHW, e-waste, white goods, and scrap tires from an RACM structure at a properly sanctioned facility in accordance with all applicable Local, State, and Federal regulations.
- viii. Any structurally unsound and unsafe structures will be identified and presented to the City for direction regarding decommissioning.
- ix. Removal and transportation of eligible RACM demolished structures and eligible scattered C&D debris on private property will be performed as directed in writing by the City's authorized representative/Monitor.
- x. Once the debris removal vehicle has been issued a load ticket from the City's authorized representative or Monitor the debris removal vehicle will proceed immediately to an City approved final disposal site that accepts RACM debris. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- xi. Entry onto private property for the removal of eligible C&D debris will only be permitted when directed in writing by the city or Monitor. The City will provide specific ROE legal and operational procedures for private property debris removal programs if requested.
- xii. Once RACM is removed, the remaining material shall be removed and hauled as C&D material and the costs associated with the non-RACM shall apply.

## **11. White Goods:**

The Contractor shall removal, decontaminate, transport, and recycle (or dispose if necessary) all appliances (white goods), including refrigerators, freezers, HVAC units, washing machines, dryers, etc., from public property and ROW. All appliances shall be decontaminated in accordance with applicable laws and regulations. No contaminants (including Freon) shall be released during removal, hauling, recycling or disposal. Anticipated revenues from the recycling of white goods shall be reflected in the unit price for this pay item. The Contractor shall be responsible for all site permitting requirements, all tipping, etc. Payment under this item will be per each white good.

**12. Electronics Waste:**

The Contractor shall removal, haul, and recycle (or dispose at an approved facility if necessary) electronics waste (e-waste) from public property and ROW. Anticipated revenues from the recycling of electronics waste shall be reflected in the unit price for this pay item. The Contractor shall be responsible for all site permitting requirements, all tipping, etc. Payment under this item will be per pound.

**13. Concrete and Masonry:**

The Contractor shall load, haul, and dispose of Concrete and masonry material separated by the property Owner and placed on public property and ROW. Anticipated revenues from the recycling of concrete shall be reflected in the unit price for this pay item. The Contractor shall be responsible for all site permitting requirements, all tipping, etc. Payment under this item will be per cubic yard.

**14. Household Hazardous Waste:**

Household Hazardous Waste (HHW) includes handling, removal and collection of propane tanks, paint, pesticides and other materials that are prohibited items from disposal in Subtitle D landfills and Class I and Class II rubbish sites. The Contractor will segregate these items from vegetative and C&D debris and load then transport the HHW to an approved recycling or approved disposal site. The HHW will be segregated in the field and hauled in concentrated loads. Anticipated revenues from recycling shall be reflected in the unit price for this pay item. The Contractor shall be responsible for all site permitting requirements, all tipping, etc. Payment under this item will be per pound of HHW.

**15. Lawnmowers and Equipment with Small Engines:**

The Contractor shall remove, decontaminate, transport, and dispose all abandoned lawnmowers and other equipment with small engines from public property and ROW. All lawnmowers, equipment, and small engines shall be decontaminated and disposed in accordance with applicable laws and regulations. Petroleum or other contaminants shall not be released during the removal, hauling, decontamination, or recycling. Anticipated revenues from recycling shall be reflected in the unit price for this pay item. The Contractor shall be responsible for all site permitting requirements, all tipping, etc. Payment under this item will be per each lawnmower/equipment with a small engine.

**16. Abandoned Tires:**

The Contractor will remove, and transport abandoned tires from public property and ROW. The Contractor will segregate these items from other debris then load and transport the tires

to a recycling or disposal site. The tires will be segregated in the field and hauled in concentrated loads. Anticipated revenues from recycling shall be reflected in the unit price for this pay item. The Contractor shall be responsible for all site permitting requirements, all tipping, etc. Payment under this item will be per each tire.

**17. Drainage-way Debris:**

Contractor will provide a contract unit price per linear foot for collecting, hauling, and disposing eligible debris from drainageways, streams and bayous, which are determined at the sole discretion of the Monitor and the City to be beyond the extent of debris that can be reasonably and efficiently hauled along with normal debris removal operations. This unit price will include all matting, equipment, loading, hauling, and disposal and will be priced per linear foot.

**18. Marine Debris:**

Contractor will provide a contract unit price per cubic yard for collecting, hauling, and disposing eligible submerged or semi-submerged debris from waterways, bays, canals and oceans which is determined at the sole discretion of the City or Monitor to be beyond the extent of debris that can be reasonably and efficiently hauled along with normal land debris removal operations. This unit price will include all matting, equipment for roadways, loading, hauling, and disposal and will be priced per cubic yard.

**19. Abandoned Vehicles and Vessels:**

Payment under this item will be per each vehicle/vessel Removal of abandoned vehicles and vessels shall include:

- i. Remove, haul, decontaminate and reconcile Ownership of abandoned vehicles and vessels provided in categories below. Ownership reconciliation shall be in accordance with state law. The Contractor shall be fully responsible for removing substantially damaged vehicles and vessels as identified by the City or Monitor vehicles and vessels from public property or right-of-way, and private property if approved. The City or Monitor will identify the vehicles and vessels to be removed by marking the vehicles and vessels with an identifiable tag or by listing them on a removal log. Removal logs shall be submitted weekly to the city. The abandoned vehicles and vessels will be pre-validated by FEMA where practical. The marked vehicles and vessels will be transported by the Contractor to a storage facility(s) provided by the Contractor. It is the Contractor's responsibility to load, transport, unload, store and reconcile Ownership of vehicles and vessels and to recycle or dispose of unclaimed vehicles in compliance with applicable Federal, State and local laws. The removal of these vehicles and vessels is intended for the reconciliation with the City and/or insurance company responsible for the vehicles and vessels. The Contractor is responsible for gaining access to the vehicles and vessels for removal whether in private property or public property or obstructed by debris. This is a nonexclusive contract and does not guaranty a minimum number of vehicles and vessels. Anticipated revenues from recycling shall be reflected in the unit price for this pay item. The Contractor shall be



responsible for all site permitting requirements, all tipping, etc.

- ii. The Contractor assumes responsibility for damage incurred during the towing, removal and relocation of the vehicles and vessels, and for any and all claims of damage that result from removal of the vehicles and vessels.
- iii. The Contractor represents that it is familiar with all Federal, State, and local ordinances, laws, rules, and regulations with respect to vehicle and vessel removal, transportation, offloading, storage, reconciliation and disposal, and that it will fully comply therewith at all times during the performance of work under this Contract.
- iv. At the close of each day, the City or Monitor will be present to provide a verification of the vehicles and vessels removed during the day. The city may provide a representative or Monitor at the site full time to verify the arrival (or departure) of vehicles and vessels and associated items to the site. The Contractor will submit to the Monitor an inventory of the removed vehicles and vessels transported to the storage facility in an Excel spreadsheet weekly. The Contractor will submit the following information in the spreadsheet: the Towing Identification Number assigned by the City, the Vehicle Identification Numbers (VIN), Vessel Registration Number, License Plate Number, License Plate State, License Plate City, Year, Make, Model, Color, and a descriptive condition of the vehicle or vessel. The Contractor will reconcile, correct, and resubmit the inventory within one day of notification of errors in VIN numbers or registration numbers from data entry. The weekly inventory shall indicate the status of each vehicle or vessel as reclaimed by owner/insurer, recycled/disposed, or in storage. The owner will provide the base data file for the Contractor to fill in the required data fields.
- v. Once the vehicles and vessels have been cleared by the property City and insurance company, the Contractor will load items from the storage facility, transport, unload and dispose of items in an appropriate recycling or disposal facility. This recycling or disposal will be performed by the Contractor in an approved method or facility that is in compliance with all applicable Federal, State, and local laws.
- vi. Upon entering the storage facility, any fluids or leaking of material from vehicles and vessels will be secured by the Contractor at his cost, in accordance with all Federal, State and local laws.
- vii. Removal of vehicles and vessels shall be restricted to between the hours from dawn to dusk.
- viii. The Contractor shall furnish and pay the cost, including sales tax and all other taxes and fees, of all the necessary materials and shall furnish and pay for all the labor, tools, equipment, transportation and pay for all loading and unloading, in strict accordance with the Contract, and any amendments thereto and such supplemental plans and specifications which may hereafter be approved.
- ix. Contractor shall be responsible for the conduct and action of all its employees and its sub-contractors. Contractor's employees and sub-contractors shall not exhibit

- any pattern of discourteous or discriminatory behavior to the public.
- x. Contractor shall be responsible for the compliance of any subcontracting parties with the agreed upon contract conditions, and with any applicable Federal, State or local regulations.
  - xi. Contractor shall not charge any resident, business or institution for work performed under this scope of services, nor shall Contractor or anyone employed or subcontracted by Contractor accept any additional monies from any resident, business, or institution for work performed under this scope of services.
  - xii. If any vehicles or vessels are marked by other insurance companies or designated, "Do not remove" by property owner, Contractor shall not remove such vehicles or vessels, unless directed by the City.
  - xiii. The Contractor will provide removal of vehicles and vessels as directed by the city or Monitor, to address complaints and requests as they are identified.
  - xiv. Towing from the storage facility to the property owner or insurance company location will be the responsibility of the property owner or insurance company and is not included in this scope contract. The Contractor shall not charge the property owner or insurance company storage fees or other fees for picking up vehicles or vessels.
  - xv. In addition to locating and removing vehicles and vessels, the Contractor will provide a secure storage facility in which to place vehicles and vessels. The Contractor will provide a list of the VIN numbers of towed vehicles to the City Police's Department within 24 hours of tow. The notification will be via email to the designated Police Department contact with a copy of the email sent to the Monitor. The Contractor will follow the state laws for notification of vehicle and vessel removal to the appropriate property owner and insurance company. The Contractor will be fully responsible for ownership reconciliation and ultimate disposal of unclaimed vehicles and vessels. The secure storage facility will be provided by the Contractor at his expense, and any remediation requirements will be the responsibility of the Contractor as required by the EPA or state environmental agency. The Contractor shall comply with all applicable Federal, State and local laws regulating the transportation, decontamination and storage and disposal requirements for motor vehicles and vessels.
  - xvi. The Contractor represents that he/she is familiar with local conditions.
  - xvii. Major sections of vehicles (not individual parts) severed by the storm, may be hauled and disposed under this contract. Sections of vehicles will be paid based on the appropriate unit price, pro-rated based on the weight of the section as a portion of a 3000 lbs. vehicle. Major sections of vessels will be paid based on the length of the centerline of the section of the vessel.
  - xviii. Abandoned Cars, Trucks and Vans: Identify, lift, transport, unload, decontaminate, store and reconcile ownership or dispose of Cars, Trucks and Vans from public property, private property (if approved) and rights-of-way.
  - xix. Abandoned Campers, RV's and Shipping Containers: Identify, lift, transport,

unload, store and reconcile ownership or dispose of Campers, RV's and Shipping Containers from public property, private property (if approved) and rights-of way.

- xx. Abandoned Buses and Tractor Trailers: Identify, lift, transport, unload, store and reconcile ownership or dispose of Buses and Tractor Trailers from public property, private property (if approved) and rights-of way.
- xxi. Abandoned Utility and Boat Trailers: Identify, lift, transport and dispose of Utility Trailers and Boat Trailers from public property, private property (if approved) and rights-of-way.
- xxii. Abandoned Vessels - 10 to 26 Feet: Identity, lift, transport, offload, block and store, then reconcile ownership or dispose of eligible Vessels (over 10 feet and up to 26 feet in length) from public property, private property (if approved) and rights-of-way.
- xxiii. Abandoned Vessels - 27 to 40 Feet: Identify, lift, transport, offload, block and store, then reconcile ownership or dispose of eligible Vessels (over 26 feet and up to 40 feet in length) from public property, private property (if approved) and rights-of-way.
- xxiv. Abandoned Vessels - Over 40 Feet: Identify, lift, transport, offload, block and store, then reconcile ownership or dispose of eligible Vessels (over 40 feet in length) from public property, private property (if approved) and rights-of way.

## **20. Removal of Debris from Sand Beaches:**

As identified by the City or Monitor, the Contractor shall accomplish the pickup, loading, hauling and disposal or recycling of all debris from public beaches and private beaches if directed. Contractor shall deliver debris to a final disposal site approved by the state environmental agency. Anticipated revenues from recycling shall be reflected in the unit price for this pay item. The Contractor shall be responsible for all site permitting requirements, all tipping, etc. Payment under this pay item shall be per cubic yard of debris removed.

## **21. Raking of Sand Beaches to a 12 Inch Depth:**

As identified by the City or Monitor, the Contractor shall accomplish the raking of public beaches and private beaches if approved. Rakes shall be mounted on loaders or similar equipment and shall remove foreign items 3 inches by 3 inches by 12 inches or larger from sand to a depth of 12 inches. Payment for hauling, reduction and disposal of beach debris removed by raking will be paid under separate pay items. Payment under this pay item shall be per square yard.

## **22. Removal, Screening, Replacing, and Grading of Beach Sand to Original Contour:**

The Contractor shall accomplish the screening of beach sand from specific areas identified by the City or Monitor, on public beaches and private beaches if approved. Contractor shall remove, screen, replace, and grade beach sand to the approximate original beach contour. Depth of sand removal for screening shall be 3 inches to 12 inches as directed by the City or Monitor. Payment for hauling, reduction and disposal of beach debris removed by raking will

be paid under separate pay items. Payment under this pay item shall be per cubic yard of sand removed, screened and replaced.

### **23. Removal of Beach Sand:**

As identified by the City or Monitor, the Contractor shall accomplish the removal of beach sand from public property (private if approved) and ROW. Contractor shall load, haul and place beach sand in stockpiles on public beach areas as directed by the City or Monitor. Payment under this pay item shall be per cubic yard.

### **24. SPECIAL CONDITIONS - SCOPE OF WORK**

#### **i. Debris Disposal:**

- a. The Contractor shall dispose of all Debris, reduced Debris, ash residue and other products of the Debris management process in accordance with all applicable federal, state and local laws, standards and regulations. The final debris disposal sites will be determined by the city. Temporary disposal sites may or may not be allowed or available, but if applicable the sites will be determined by the city. Should the city approved disposal site not allow the disposal of debris, the contractor must notify the city immediately. The city will pay all disposal fees to the approved disposal site. The Contractor and the Monitor representative assigned to the disposal process shall maintain debris logs, disposal records and documentation.
- b. If Contractor hauls debris to a DMS or temporary DMS that was not permitted prior to the disaster, the Contractor is responsible for ensuring certification of proper closure of the DMS site per state environmental agency criteria. Acceptance of proper closure by state environmental agency must be documented by the Contractor prior to final payment under this contract.
- c. Contractor acknowledges, represents and warrants to the City that it is familiar with all laws relating to disposal of the materials as stated herein and is familiar with and will comply with all guidelines, requirements, laws, regulations, and requests of FEMA, the state emergency management agency or any other federal, state or local agencies or authorities.
- d. Contractor acknowledges and understands that any disposal, removal, transportation or pick-up of any materials not covered in this scope of work shall be at the sole risk of the Contractor. Contractor understands that it will be solely responsible for any liability, fees, fines, claims, etc., which may arise from its handling of materials not covered by this scope of work.
- e. Contractor is responsible for determining and complying with applicable requirements for securing loads while in transit and that all trucks have a solid tailgate made of metal. Contractor shall assure that all loads are properly secured

and transported without threat of harm to the general public, private property and public infrastructure.

- f. The Contractor shall insure that all vehicles transporting Debris are equipped with and use tarps or netting to prevent further spread of Debris.

**ii. Contractor's Equipment:**

- a. All equipment and vehicles utilized by the Contractor shall meet all the requirements of federal, state and local regulations including, without limitation, all U. S. Department of Transportation (USDOT), state department of transportation and safety regulations, and are subject to the approval of the City. All debris hauling units will be inspected, measured and certified by the Monitor. All loads must be secured, and tailgates must be used on all loads. Sideboards must be sturdy and may not extend more than two feet above the metal sides of the truck or trailer. Trucks shall carry a supply of absorbent to be used to pick up any oil spilled from loading or hauling vehicles.
- b. The Contractor shall supply vinyl type placards identifying the City, the names of the Contractor and subcontractor, and large spaces for the Monitor to write in the assigned Truck Number and measured Cubic Yardage of the truck or trailer. The Contractor shall maintain a supply of placards during the project in the event replacements are needed. Placards must be in plain view from the tower as trucks or trailers enter the disposal facility.
- c. The Contractor shall furnish a complete and updated list identifying trucks and trailers that will be used in the transport of debris to the final disposal sites. The listing shall include the following information;
  - 1. Truck and/or trailer license number.
  - 2. Year make and color of each truck and trailer.
  - 3. Cubic yardage capacity of each trailer as measured and recorded by the Monitor.
- d. Each truck and trailer passing through disposal check points shall be identified by a contractor's logo and an identifying number that ties the vehicle to the above information. Any vehicle not matching the above information or not containing other identification as may be required by the City shall not be paid for Debris being transported.
- e. Contractor shall be responsible for providing protective gear and equipment to its agents and employees and for ensuring its proper utilization in the event of an encounter with asbestos in the debris being removed and the demolition of structures containing (and suspected to contain) asbestos material under this contract.

**iii. Property Damage:**



The Contractor shall be responsible for all damages to public and private property. The Contractor shall have at least one responsible individual per every 25 work crews, who is dedicated to resolving reports of property damage. Contractor shall maintain and make available to the City and Monitor a log of property damage reports and their resolution, including dates for each damage report, contact, and resolution. These reports shall be submitted to the city or monitor at minimum weekly. If public or private property damaged by the Contractor is not repaired or resolved on a timely basis to the satisfaction of the City, the City has the option of having the damage repaired at the Contractor's expense to be reimbursed to the City or withheld from the Contractor's future payments.

- III. **Conflict of interest.** *(Company Name)* affirms and acknowledges that it is not currently contracted to and shall not be contracted in the future to any State or Federal agencies for work or services that receive PA funding in the State of Mississippi. Said work or services includes but is not limited to grant administration management, or any other work or services funded in-part or wholly with Public Assistance funds which City of Ocean Springs may determine to be a conflict of interest.
- IV. **Contract Term.** The term of this contract shall begin on *(Month, Day, Year)* and shall end no later than 11:59 p.m. on *(Month, Day, Year)*. If necessary, this contract may be renewed at the discretion of City of Ocean Springs conditioned upon satisfactory performance during the prior contract term as determined by the City of Ocean Springs Board of Aldermen. This contract may be renewed upon written notice to *(Company Name)* at least sixty (60) days prior to the contract anniversary date for a period of one (1) year under the same prices, terms, and conditions as in the original contract. The total number of renewal years shall not exceed two (2). *(Company Name)* acknowledges that throughout the term of this contract the need for the services specified above may decrease. City of Ocean Springs reserves the right to decrease staffing under any resulting contract as necessary to meet the current needs of the City's recovery operations.

The occurrence of a disaster event does not guarantee activation of the contract or work. In the event of a disaster, City of Ocean Springs will determine whether to activate the contract as it deems services are required.

V. **Consideration and Payment.**

- A. As consideration for performance of the contract by *(Company Name)*, City of Ocean Springs shall pay *(Company Name)* for services rendered and accepted per authorized work order the amount for services not to exceed the accepted rates as provided in *(Company Name)*'s rate table, Addendum A on page   . This amount shall cover all expenses incurred by *(Company Name)* in performing the scope of work included in the contract. Included in Addendum A on page    of said addendum is the rate table for this contract, which is incorporated herein by reference.
- B. *(Company Name)* shall invoice City of Ocean Springs monthly. The final invoice shall be submitted only after the final product has been accepted by City of Ocean Springs.
- C. *(Company Name)* agrees to accept all payments in United States currency. City of Ocean Springs agrees to make payment in accordance with Mississippi law on "Timely Payment for Purchases by Public Bodies," Section 31-7-301, et seq. Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by City of Ocean Springs (45) days of receipt of invoice.
- D. *(Company Name)* agrees that the total consideration named in Paragraph V.A. includes overhead such as reimbursement for all expenses incurred as a part of this contractual agreement. Reimbursement for expenses shall be paid in accordance with state laws and regulations.

1. Reimbursement for actual expenses including, but not limited to, essential office supplies such as pens, postage, paper and ink toner cartridges shall be accomplished through overhead built into the contract price offered by Contractor.
  2. City of Ocean Springs will not reimburse for the purchase of office equipment unless *(Company Name)* has received prior written approval from City of Ocean Springs. Further, any office equipment purchased with prior written approval will be processed through the City of Ocean Springs Inventory Control Department and will remain the property of City of Ocean Springs after the completion of services under this contract.
- E. *(Company Name)* shall have the right to internally manage its own staff, time and expenses. City of Ocean Springs shall be informed of all staffing issues. Job descriptions and billing rates by job title for specified labor categories are attached hereto as part of Addendum B and incorporated herein by reference.
- F. *(Company Name)* shall provide the following in terms of staffing to perform the scope of services as provided for in this contract:
1. Program Manager – *(name and number)*.
  2. Technical Specialist- *(name and number)*, and;
  3. Administrative Support – *(name and number)*.
- VI. **Personnel.** *(Company Name)* and any assistance they employ shall perform all the services required hereunder this contract. All personnel engaged in the work shall be fully qualified to the satisfaction of City of Ocean Springs and shall be authorized as permitted under Federal, state and local law to perform such services.
- VII. **Insurance.** *(Company Name)* shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the City. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Mississippi. *(Company Name)* shall furnish proof of Insurance to City of Ocean Springs prior to the commencement of operations. The Certificate(s) shall clearly indicate *(Company Name)* has obtained insurance of the type, amount, and classification as required by contract and that no material change, or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the City. Certificates shall specifically include City of Ocean Springs as Additional Insured for all lines of coverage except Workers' Compensation. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve *(Company Name)* of its liability and obligations under this Contract.

**Certificate Holder Address:** City of Ocean Springs  
1018 Porter Avenue  
Ocean Springs, MS 39564

*(Company Name)* shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$1,000,000 aggregate to protect *(Company Name)* from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by *(Company Name)*, or by anyone directly employed by or contracting with *(Company Name)*.

(*Company Name*) shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

(*Company Name*) shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$1,000,000 combined single limit for bodily injury and property damage liability to protect (*Company Name*) from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by (*Company Name*) or by anyone directly or indirectly employed by (*Company Name*).

(*Company Name*) shall maintain Umbrella or Excess Liability Insurance covering workers' compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

(*Company Name*) shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for the State of Mississippi.

The certificate of insurance shall contain an agreement by the insurance company issuing the policy that the policy will not be canceled, terminated or modified without thirty (30) days' prior written notice to the City. Should any certificate of insurance required hereunder expire during the term of this contract, it is the responsibility of (*Company Name*) to provide copies of the current insurance certificate within five (5) working days.

In the event of unusual circumstances, City of Ocean Springs may adjust these insurance requirements.

**VIII. Terms and Conditions Required for Contract for Services with City of Ocean Springs, Mississippi.** This contract is subject to and incorporates the following terms and conditions governing a contract between City of Ocean Springs (*Company Name*) for professional services:

- A. **Applicable Law.** The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of law's provisions, and any litigation with respect thereto shall be brought in the courts of the State. (*Company Name*) shall comply with applicable Federal, State and local laws and regulations.
- B. **Ability to Contract.** (*Company Name*) warrants that he/she is qualified to provide the services, whether personal or professional, as outlined in this contract. (*Company Name*) agrees to conform to existing policies, rules, and regulations of the City. (*Company Name*) agrees to maintain throughout the contract period such licensing and/or certification as may be required by law for the provision of services specified herein, if applicable.
- C. **Licenses, Permits and Fees.** (*Company Name*) shall be responsible for obtaining and holding any and all necessary licenses, permits, certifications required to perform the work described herein throughout the duration of the contract. Payment of any fees or fines resulting in or by the lack of permits, licenses or certifications shall be the sole responsibility of (*Company Name*).
- D. **Representation Regarding Contingent Fees.** (*Company Name*) represents that it has not retained a person to solicit or secure a City contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in (*Company Name*)'s proposal.

- E. **Representation Regarding Gratuities.** *(Company Name)* represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in the City of Ocean Springs Required and Available Clauses.
- F. **Procurement Regulations and Approval.** This contract is designed by the applicable provisions of the “City of Ocean Springs Required and Available Clauses”, a copy of which is available and attached as Appendix A and incorporated herein by reference.
- G. **Equal Employment Opportunity.** *(Company Name)* understands that City of Ocean Springs 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, or any other consideration made unlawful by Federal, State, or local laws. All such discrimination is unlawful, and *(Company Name)* agrees during the term of the agreement that *(Company Name)* will strictly adhere to this policy in its employment practices and provision of services
- H. **Compliance with Federal Law, Regulations, and Executive Orders.** *(Company Name)* shall comply with, and all activities under this agreement shall be subject to, all applicable Federal law, regulations, executive orders, FEMA policies, procedures and directives. Additionally, Contractor will comply with all State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.
- I. **Program Fraud and False or Fraudulent Statements or Related Acts.** *(Company Name)* acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to *(Company Name)*’s actions pertaining to this contract.
- J. **Stop Work Order.**
1. **Order to Stop Work.** The City may, by written order to *(Company Name)* at any time, and without notice to any surety, require *(Company Name)* to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to *(Company Name)*, 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, *(Company Name)* 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, the City shall either:
    - a. Cancel the stop work order or;
    - b. Terminate the work covered by such order as provided in the ‘Termination for Default Clause’ or the ‘Termination for Convenience Clause’ of this contract.
  2. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, *(Company Name)* shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:

- a. The stop work order results in an increase in the time required for, or in *(Company Name)*'s cost properly allocable to, the performance of any part of this contract; and
  - b. *(Company Name)* asserts a claim for such an adjustment with 30 days after the end of the period of work stoppage; provided that, if the City decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.
3. **Termination of Stopped Work.** If a stop work order is not cancelled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.
  4. **Adjustment of Price.** Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract.
- K. **E-Invoices and Payment.** The City requires *(Company Name)* submit invoices throughout the term of the agreement. Contractor invoices shall be submitted to City of Ocean Springs using the processes and procedures identified by the City. The City agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by the City within forty-five (45) days of receipt of invoice. Mississippi Code Annotated § 31-7-305. *(Company Name)* understands and agrees that the City is exempt from the payment of taxes. All payment shall be in United States currency.
- L. **E-Verification.** *(Company Name)* represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Mississippi Code Annotated §§ 71-11-1, et seq of the Mississippi Code Annotated (Supp 2008) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. 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, all known. as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. *(Company Name)* agrees to maintain records of such compliance and, upon request of the City, and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the City. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of the State of Mississippi. *(Company Name)* understands and agrees that any breach of these warranties may subject *(Company Name)* to the following:
1. Termination of this agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
  2. The loss of any license, permit, certification or other document granted to *(Company Name)* by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year or;
  3. Both.
- In the event of such termination/cancellation, *(Company Name)* would also be liable for any additional costs incurred by the City due to Contract cancellation or loss of license or permit.
- M. **Transparency.** This contract, including any accompanying exhibits, attachments and appendices, is subject to the "Mississippi Public Records Act of 1983" codified as section 25-61-1 et seq., Mississippi



Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). If a public records request is made for any information provided to the City pursuant to the Agreement, the City shall promptly notify the disclosing party of such request. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the Agreement shall be liable to the other party for disclosures of information required by court order or required by law.

- N. **Trade Secrets, Commercial and Financial Information.** It is expressly understood that Mississippi law requires that the provisions of this contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the terms of the contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

IX. **General Terms and Conditions.** This contract is subject to and incorporates the following terms and conditions governing a contract between City of Ocean Springs and *(Company Name)* for professional services:

- A. **Anti-Assignment/Subcontracting.** *(Company Name)* acknowledges that it was selected by the City to perform the services required hereunder based, in part, upon the *(Company Name)*'s special skills and expertise. *(Company Name)* shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the City, which the City 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 the City of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of the City in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the City may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.
- B. **Approval.** It is understood that this contract requires approval by the City of Ocean Springs Board of Aldermen. If this contract is not approved, it is void and no payment shall be made hereunder.
- C. **Attorney's Fees and Expenses.** Subject to other terms and conditions of this agreement, in the event *(Company Name)* defaults in any obligations under this agreement, the *(Company Name)* shall pay to the City all costs and expenses (including, without limitation, investigative fees, court costs, and attorney's fees) incurred by the City in enforcing this agreement or otherwise reasonably related thereto. *(Company Name)* agrees that under no circumstances shall the City be obligated to pay any attorney's fees or costs of legal action to *(Company Name)*.
- D. **Authority to Contract.** *(Company Name)* represents: (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual or other agreement of any kind; (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement; (e) that *(Company Name)* is not barred from contracting with City of Ocean Springs; and (f) that the Contractor is at least eighteen (18) years old.
- E. **Contractor Personnel.** City of Ocean Springs shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by *(Company Name)*. If City of Ocean Springs reasonably rejects staff or subcontractors, *(Company Name)* must provide replacement staff or subcontractors satisfactory to City of Ocean Springs in a timely manner and at no

additional cost to City of Ocean Springs. The day-to-day supervision and control of *(Company Name)*'s employees and subcontractors is the sole responsibility of the Contractor.

- F. **Suspension and Debarment.** (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such *(Company Name)* is required to verify that the contractor and none of its principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). (2) *(Company Name)* must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. (3) This certification is a material representation of fact relied upon by City of Ocean Springs, Mississippi. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to City of Ocean Springs, Mississippi, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions. See Certification Regarding Suspension and Debarment included as Attachment G of Addendum B.
- G. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).** Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. See 44 CFR Part 18 – Certification Regarding Lobbying included as Attachment F of Addendum B.
- H. **Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387)**  
Clean Air Act: (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.; (2) The contractor agrees to report each violation to the City of Ocean Springs Board of Aldermen and understands and agrees that the City of Ocean Springs Board of Aldermen will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office; and (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.  
Federal Water Pollution Control Act: (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.; (2) The contractor agrees to report each violation to the City of Ocean Springs Board of Aldermen and understands and agrees that the City of Ocean Springs Board of Aldermen will in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office; and (3) The contractor agreements to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**I. Prohibition on certain telecommunications and video surveillance services or equipment.**

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
  - (2) Extend or renew a contract to procure or obtain; or
  - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115–232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
  - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- (a) In implementing the prohibition under [Public Law 115–232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

**J. Domestic preferences for procurements.**

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

- (1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**K. Procurement of recovered materials.**

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- L. **Change in Scope of Work.** City of Ocean Springs may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by *(Company Name)* that the scope of the project or of *(Company Name)*'s services has been changed, requiring changes to the amount of compensation to *(Company Name)* or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract signed by City of Ocean Springs and *(Company Name)*. If *(Company Name)* believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to *(Company Name)*, *(Company Name)* must immediately notify City of Ocean Springs in writing of this belief. If City of Ocean Springs believes that the particular work is within the scope of the contract as written, *(Company Name)* will be ordered to and shall continue with the work as changed and at the cost stated for the work within the contract.
- M. **Confidential Information.** "Confidential Information" shall mean:
1. Those materials, documents, data, and other information which *(Company Name)* has designated in writing as proprietary and confidential; and,
  2. All data and information which *(Company Name)* acquires as a result of its contact with and efforts on behalf of the customer and any other information designated in writing as confidential by the City. Each party to this agreement agrees to the following:
    - a. To protect all confidential information provided by one party to the other;
    - b. To treat all such confidential information as confidential to the extent that confidential treatment is allowed under State and/or Federal law; and,
    - c. Except as otherwise required by law, not to publish or disclose such information to any third party without the other party's written permission; and,
    - d. To do so by using those methods and procedures normally used to protect the party's own confidential information.
  3. Any liability resulting from the wrongful disclosure of confidential information on the part of *(Company Name)* or its subcontractor shall rest with *(Company Name)*. Disclosure of any confidential information by *(Company Name)* or its subcontractor without the express written approval of the customer shall result in the immediate termination of this agreement.
- N. **Confidentiality.** Notwithstanding any provision to the contrary contained herein; it is recognized that City of Ocean Springs is a public entity in the State of Mississippi and is subject to the Mississippi Public Records Act, Mississippi Code Annotated § 25-61-1, et seq. If a public records request is made for any information provided to City of Ocean Springs pursuant to the agreement, City of Ocean Springs shall promptly notify the disclosing party of such request and will respond to the request only in accordance with the procedures and limitations set forth in applicable law. The disclosing party shall

promptly institute appropriate legal proceedings to protect its information. No party to the agreement shall be liable to the other party for disclosures of information required by court order or required by law.

- O. **Disclosure of Confidential Information.** In the event that either party to this agreement receives notice that a third-party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information, that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this agreement. The parties agree that this section is subject to and superseded by Mississippi Code Annotated § 25-61-1, et seq.
- P. **Exceptions to Confidential Information.** *(Company Name)* and the City shall not be obligated to treat as confidential and proprietary any information disclosed by the other party (“disclosing party”) which:
1. Is rightfully known to the recipient prior to negotiations leading to this agreement, other than information obtained in confidence under prior engagements;
  2. Is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer;
  3. Is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction;
  4. Is independently developed by the recipient without any reliance on confidential information;
  5. Is or later becomes part of the public domain or may be lawfully obtained by the City or *(Company Name)* from any nonparty; or,
  6. Is disclosed with the disclosing party’s prior written consent.
- Q. **Failure to Deliver.** In the event of failure of *(Company Name)* to deliver services in accordance with the contract terms and conditions, City of Ocean Springs, after due written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that City of Ocean Springs may have.
- R. **Failure to Enforce.** Failure by City of Ocean Springs at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of City of Ocean Springs to enforce any provision at any time in accordance with its terms.
- S. **Force Majeure.** Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the “force majeure events”). When such a cause arises, *(Company Name)* shall notify the City immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the City determines it to be in its best interest to terminate the agreement.



- T. **HIPPA Compliance.** *(Company Name)* agrees to comply with the “Administrative Simplification” provisions of the Health Insurance Portability and Accountability Act of 1996, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under this contract.
- U. **Indemnification.** To the fullest extent allowed by law, *(Company Name)* shall indemnify, defend, save and hold harmless, protect, and exonerate City of Ocean Springs, its mayor, board members, officers, employees, agents, and representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorney's fees, arising out of or caused by *(Company Name)* and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the City’s sole discretion, *(Company Name)* may be allowed to control the defense of any such claim, suit, etc. In the event *(Company Name)* defends said claim, suit etc., the Contractor shall use legal counsel acceptable to the City. *(Company Name)* shall be solely responsible for all costs and/or expenses associated with such defense, and the City shall be entitled to participate in said defense. *(Company Name)* shall not settle any claim, suit, etc. without the City’s concurrence, which the City shall not unreasonably withhold.
- V. **No Obligation by the Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- W. **Independent Contractor Status.** *(Company Name)* shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the City. Nothing contained herein shall be deemed or construed by the City, *(Company Name)*, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the City and *(Company Name)*. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the City or *(Company Name)* hereunder creates or shall be deemed to create a relationship other than the independent relationship of the City and *(Company Name)*. *(Company Name)*’s personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the City. Neither *(Company Name)* nor its employees shall, under any circumstances, be considered servants, agents, or employees of City of Ocean Springs, and City of Ocean Springs shall be at no time legally responsible for any negligence or other wrongdoing by *(Company Name)*, its servants, agents, or employees. City of Ocean Springs shall not withhold from the contract payments to *(Company Name)* any Federal or City unemployment taxes, Federal or City income taxes, Social Security tax, or any other amounts for benefits to *(Company Name)*. Further, City of Ocean Springs shall not provide to *(Company Name)* any insurance coverage or other benefits, including Worker's Compensation normally provided by the City for its employees.
- X. **Integrated Agreement/Merger.** This agreement, including all contract documents, 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 evidenced upon the minutes and executed by the City and *(Company Name)*. *(Company Name)* acknowledges that it has thoroughly read all contract documents 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. Accordingly, this agreement shall not be construed or interpreted in favor of or against the City or *(Company Name)* on the basis of draftsmanship or preparation hereof.

- Y. **Modification or Renegotiation.** This agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if Federal, State and/or City revisions of any applicable laws or regulations make changes in this agreement necessary.
- Z. **No Limitation of Liability.** Nothing in this agreement shall be interpreted as excluding or limiting any tort liability of *(Company Name)* for harm caused by the intentional or reckless conduct of *(Company Name)* or for damages incurred through the negligent performance of duties by *(Company Name)* or the delivery of products that are defective due to negligent construction.
- AA. **Notices.** All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United States mail postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.
- For the Contractor: *(Representative Name, Title)*  
*(Company/Agency Name).*  
*(Street Address)*  
*(City, State, Zip Code)*  
*(Phone Number)*  
*(email Address)*
- For the City: Patty Gaston, City Clerk  
City of Ocean Springs Board of Aldermen  
1018 Porter Avenue  
Ocean Springs, MS 39564  
(228) 230-1963  
[pgaston@oceansprings-ms.gov](mailto:pgaston@oceansprings-ms.gov) CC: [sharris@oceansprings-ms.gov](mailto:sharris@oceansprings-ms.gov)
- BB. **Non-Solicitation of Employees.** Each party to this agreement agrees not to employ or to solicit for employment, directly or indirectly, any persons in the full-time or part-time employment of the other party until at least six (6) months after this agreement terminates unless mutually agreed to in writing by the City and *(Company Name)*.
- CC. **Oral Statements.** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by City of Ocean Springs and agreed to by *(Company Name)*.
- DD. **Ownership of Documents and Work Papers.** City of Ocean Springs shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project, which is the subject of this agreement, except for *(Company Name)*'s internal administrative and quality assurance files and internal project correspondence. *(Company Name)* shall deliver such documents and work papers to City of Ocean Springs upon termination or completion of the agreement. The foregoing notwithstanding, *(Company Name)* shall be entitled to retain a set of such work papers for its files. *(Company Name)* shall be entitled to use such work papers only after receiving written permission from City of Ocean Springs and subject to any copyright protections.
- EE. **Price Adjustment.** Any adjustments in contract price, pursuant to a clause in this contract, shall be made in one or more of the following ways:
1. By agreement on a fixed price adjustment before commencement of the additional performance;

2. By unit prices specified in the contract;
3. By the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract; or,
4. By the price escalation clause.

FF. **Priority.** The contract consists of this Agreement, the Request for Proposal for 'Disaster Debris Removal Services' (hereinafter referred to as RFP and attached as Addendum A), and the response proposal by *(Company Name)* dated *(Month, Day, Year)* (hereinafter referred to as Proposal and attached as Addendum B). Any ambiguities, conflicts or questions of interpretation of this contract shall be resolved by first, reference to this agreement and, if still unresolved, by reference to the RFP and, if still unresolved, by reference to the proposal. Omission of any term or obligation from this agreement or attached Addendum A or B shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.

GG. **Record Retention and Access to Records.** Provided *(Company Name)* is given reasonable advance written notice and such inspection is made during normal business hours of *(Company Name)*, the City or any duly authorized representatives shall have unimpeded, prompt access to any of the Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this agreement shall be retained by *(Company Name)* for three 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 three year period, the records shall be retained for one year after all issues arising out of the action are finally resolved or until the end of the three year period, whichever is later. The Contractor further agrees: (1) to provide the City of Ocean Springs Board of Aldermen, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions; (2) to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed; and (3) to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. In compliance with the Disaster Recovery Act of 2018, the City of Ocean Springs Board of Aldermen and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States

HH. **Recovery of Money.** Whenever, under the contract, any sum of money shall be recoverable from or payable by *(Company Name)* to City of Ocean Springs, the same amount may be deducted from any sum due to *(Company Name)* under the contract or under any other contract between *(Company Name)* and City of Ocean Springs. The rights of City of Ocean Springs are in addition and without prejudice to any other right City of Ocean Springs may have to claim the amount of any loss or damage suffered by City of Ocean Springs on account of the acts or omissions of *(Company Name)*.

II. **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.

JJ. **City Property.** *(Company Name)* will be responsible for the proper custody and care of any City-owned property furnished for City's use in connection with the performance of this agreement. *(Company Name)* will reimburse the City for any loss or damage, normal wear and tear excepted.

**KK. Termination for Convenience Clause.**

1. **Termination.** The City may, when the interests of the City so require, terminate this contract in whole or in part, for the convenience of the City. The City shall give written notice of the termination to *(Company Name)* specifying the part of the contract terminated and when termination becomes effective.
2. **Contractor's Obligations.** *(Company Name)* shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination, *(Company Name)* will stop work to the extent specified. *(Company Name)* shall also terminate outstanding orders and subcontracts as they relate to the terminated work. *(Company Name)* shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The City may direct *(Company Name)* to assign *(Company Name)*'s right, title, and interest under terminated orders or subcontracts to the City. *(Company Name)* must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

**LL. Termination for Default Clause.**

1. **Default.** If *(Company Name)* refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the City may notify *(Company Name)* in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the City, such officer may terminate *(Company Name)*'s right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the City may procure similar supplies or services in a manner and upon terms deemed appropriate by the City. *(Company Name)* shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
2. **Contractor's Duties.** Notwithstanding termination of the contract and subject to any directions from the City, *(Company Name)* shall take timely, reasonable, and necessary action to protect and preserve property in the possession of *(Company Name)* in which the City has an interest.
3. **Compensation.** Payment for completed services delivered and accepted by the City shall be at the contract price. The City may withhold from amounts due *(Company Name)* such sums as the City deems to be necessary to protect the City against loss because of outstanding liens or claims of former lien holders and to reimburse the City for the excess costs incurred in procuring similar goods and services.
4. **Excuse for Nonperformance or Delayed Performance.** Except with respect to defaults of subcontractors, *(Company Name)* shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by *(Company Name)* to make progress in the prosecution of the work hereunder which endangers such performance) if *(Company Name)* has notified the City within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the City and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is

caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, *(Company Name)* shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit *(Company Name)* to meet the contract requirements. Upon request of *(Company Name)*, the City shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the *(Company Name)*'s progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the City under the clause entitled "Termination for Convenience". (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).

5. **Erroneous Termination for Default.** If, after notice of termination of *(Company Name)*'s right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the City, be the same as if the notice of termination had been issued pursuant to such clause.
6. **Additional Rights and Remedies.** The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

**MM. Termination Upon Bankruptcy.** This contract may be terminated in whole or in part by City of Ocean Springs upon written notice to *(Company Name)*, if *(Company Name)* should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by *(Company Name)* of an assignment for the benefit of its creditors. In the event of such termination, *(Company Name)* shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

**NN. Third Party Notification.** *(Company Name)* shall give the City prompt notice in writing of any action or suit filed, and prompt notice of any claim made against *(Company Name)* by any entity that may result in litigation related in any way to this agreement.

**OO. Unsatisfactory Work.** If, at any time during the contract term, the service performed or work done by *(Company Name)* is considered by City of Ocean Springs to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the City, *(Company Name)* shall, on being notified by, immediately correct such deficient service or work. In the event *(Company Name)* fails, after notice, to correct the deficient service or work immediately, City of Ocean Springs shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of *(Company Name)*.

**PP. Waiver.** No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, 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.



**QQ. Department of Homeland Security (DHS) Seal, Logo and Flags.** The Contractor shall not use the DHS seal(s), logos, crests or reproductions of the flags or likenesses of DHS agency officials without specific FEMA pre-approval.

This written document, along with any addendums, appendices, and attachments embodies the entire contract. It constitutes the final expression of the parties' agreement and is a complete and exclusive statement of the terms of this agreement.

---

Kenny Holloway, Mayor  
City of Ocean Springs Board of Aldermen

---

Date

---

*(Contractor Representative Name, Title)*  
*(Agency/Company Name)*

---

Date

## MEMORANDUM

To: Mayor & Board of Aldermen

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

Re: VOID - Receipt of a notarized letter from neighbors voids the need for variance and appeal - ~~Consider the Appeal by the Applicant of the Denial Recommendations of the Zoning Adjustment Board on Variances to 1) the maximum height of a fence within the front yard area and 2) the requirement for the finished side of a fence to face outward at 409 East Beach Drive, PID# 60132310.000 — Applicant: Jesse and Anett Moskowitz~~

Section: NEW BUSINESS

Meeting Date: August 15, 2023

The Zoning Adjustment Board (ZAB) considered the request described above at its regular meeting on Tuesday, August 8, 2023. The applicant's overall goal is to allow a newly constructed fence to remain in its present condition. The fence exceeds the maximum permitted height by 6 inches and the finished side faces the applicant/owner's property (inward).

The Unified Development Code (UDC) limits fences within the required front yards (25 feet from front property line) to 4 feet in height. Fences within the side and rear yards beyond the front yard setback can be up to 8 feet in height. The section of fence in the front yard is 4.5 feet in height, which is a 12.5% variance from the maximum. In addition, the UDC requires the finished side of a fence to face outward (away from the owner's property). The fence as constructed faces the owner's property.

The ZAB members considered the report from the staff and the information provided by the applicant. ZAB members questioned the applicant and staff about who the fence contractor was and what is the remedy going forward. The discussion revolved around the possibility of adding a finished side to the east (outer) side of the fence and the actual distance of the fence from the property line.

**FENCE HEIGHT:** A motion to recommend approval of a variance of 12.5% from the maximum height of a fence within the required front yard area FAILED with 2 members voting YES and 3 voting NO.

**FENCE FINISHING:** A second motion to recommend denial of a variance to allow the finished side of a fence to not face outward PASSED with 3 members voting YES and 2 members voting NO.

**FENCE HEIGHT:** A third motion to recommend denial of the variance of 12.5% from the maximum height of a fence within the required front yard PASSED with 3 members voting YES and 2 members voting NO.

August 8, 2023

Charles and Stephanie Barber  
415 E Beach Dr  
Ocean Springs, MS 39564

To the Zoning and Adjustment Board,

We are the owners and currently reside at 415 E Beach Dr., Ocean Springs, MS 39564. We are the neighbors of LTC and Mrs. Moskowitz where the fence in question is adjacent to our property. We have no issues with the fence as it stands currently. Specifically, we have no objections regarding the height of the fence, the dimensions of the fence, the setback of the fence or the way the finished side of the fence faces.

We have good relations with our neighbors and hope this letter will clarify any questions the council may have.

Sincerely,

Charles Barber

Stephanie Barber

State of Mississippi  
County of Jackson

On the 13<sup>th</sup> of August, 2023, Charles Barber and Stephanie Barber appeared before me. I have verified their ~~identities~~<sup>@</sup> identities.

  
Laura Michini  
Notary Public  
001-620-7573

My notary expires on Nov. 5, 2024.



**From:** [Jesse Anett](#)  
**To:** [Wade Morgan](#)  
**Cc:** [Dawn Underwood](#); [Carolyn Martin](#); [dunnawayfence@gmail.com](mailto:dunnawayfence@gmail.com)  
**Subject:** Re: Fence at 409 East Beach Drive  
**Date:** Tuesday, August 08, 2023 8:50:01 PM  
**Attachments:** [image003.png](#)  
[image005.png](#)  
[image001.png](#)

---

To the Zoning and Adjustment Board,

This letter serves as a notice of appeal to the decisions that were made today regarding the fence at 409 E Beach Dr.

Please advice of our next steps.

Sincerely,

Jesse and Anett Moskowitz

Sent from my iPhone











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

## ZONING ADJUSTMENT BOARD REPORT

**PUBLIC MEETING DATE:** August 8, 2023

**APPLICANT(S):** Jesse Moskowitz

**CURRENT OWNER?** ✓ Yes No

**LOCATION:** 409 East Beach Drive/ PID# 60132310.000

**REQUESTED ACTION:** Variance to 1) the maximum height of a fence within the front yard area and 2) the requirement for the finished side of a fence to face outward.

**DATE OF APPLICATION:** June 8, 2023

**ADJACENT ZONING AND LAND USE:**

**Subject Property:** R-1, Single Family Residential District – a single family dwelling and guest cottage.

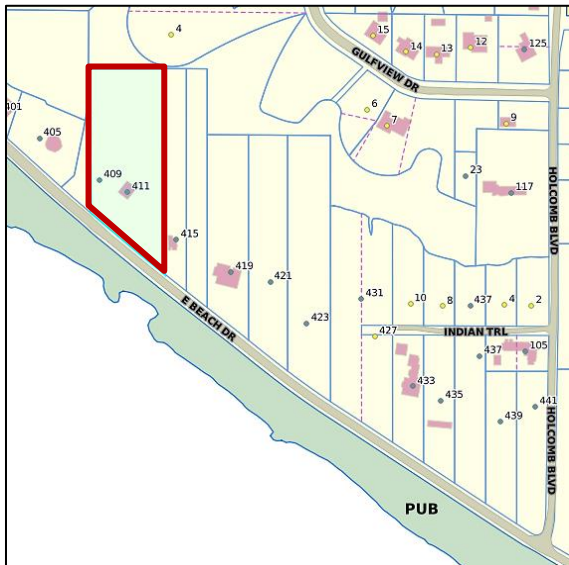
**North:** R-1 District – Weeks Bayou and single-family dwellings.

**West & East:** R-1 District – single family dwellings.

**South:** across East Beach Drive, PUB Public District, East Beach Park.

**CURRENT CONDITIONS:**

Property Size: 22,550 sq. ft.



**DESCRIPTION OF REQUEST:** To allow a newly constructed fence to remain in its present condition. The fence exceeds the maximum permitted height by 6 inches and the finished side faces the applicant/owner's property (inward).

- See the attached letter from the applicant explaining the variance.

**FINDINGS:**

- UDC section 3.7.17.I limits fences within the required front yards (25 feet from front property line) to 4 feet in height. Fences within the side and rear yards beyond the front yard setback can be up to 8 feet in height. The section of fence in the front yard is 4.5 feet in height, which is a 12.5% variance from the maximum.
- UDC section 6.2.3.J.8 requires the finished side of a fence to face outward.
- The ZAB may recommend variances that meet the following criteria: 1) exceptional narrowness, shallowness or shape of a specific piece of property at the time of the original adoption of the regulations, or 2) exceptional topographical conditions or other extraordinary or exceptional situation or condition of a specific piece of property, which condition is not generally prevalent in the area, or 3) the strict application of these regulations would result in peculiar and exceptional practical difficulties to or exceptional and undue hardship upon the owner of the property.

**POTENTIAL MOTIONS:**

1. To recommend **approval/denial** of a variance of 12.5% from the maximum height of a fence within the required front yard area at 409 East Beach Drive.
2. To recommend **approval/denial** of a variance to allow the finished side of a fence to not face outward at 409 East Beach Drive.



City of Ocean Springs Planning Department  
1018 Porter Avenue / PO Box 1800 Ocean Springs, MS 39564  
(228) 875-4415

### VARIANCE REQUEST APPLICATION

#### Submittal Requirements:

- Application
- Fee of \$50.00 must be paid at the time application is submitted.
  - \$1.00 additional fee (per Ordinance 2022-17 following the requirements of Section 25-60-5 MS Code Annotated)
- Site Plan (or Survey) showing requested variance, with dimensions.

Date: 6/8/2023

Name of Applicant: JESSE KOSKOWITZ

Address: 409 E BEACH DR, OCEAN SPRINGS, MS 39564

Phone No. 715-348-5111 Email Address: JESSEANDANET@YAHOO.COM

Parcel Identification Number: 60132310.000

Property Owner (if different from Applicant): \_\_\_\_\_

Property Location for the Variance: 409 E BEACH DR, OCEAN SPRINGS, MS 39564

Type of Variance(s) Requested (setback, height, zoning extension, parking, etc.)

The purpose of this variance is to consider an application to allow:

PLEASE SEE ATTACHMENTS

Provide justification of the variance request. Justification must include exceptional narrowness, shallowness, shape of a specific piece of property, exceptional topographical conditions, or other extraordinary situation or condition for a specific piece of property.

Applicant Signature: \_\_\_\_\_

Date: \_\_\_\_\_

6/8/2023

## Request For Variance of City Code

June 8, 2023

The following request is not an admission of guilt to alleged noncompliance of city code.

To the honorable committee of Ocean Springs Planning Department:

With respect, I request a variance regarding my property's fence on 409 E. Beach Drive in respect to alleged violation 3.7.17 and 6.2.3 of city building code. The motivation for building the fence was due to a number of incidences that made me fear for my family's safety and security. It was upon recommendation by an officer in Ocean Springs Police department that I consider building a fence.

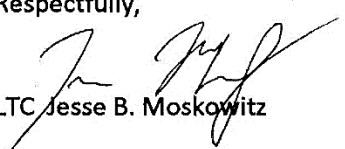
Upon original application for the fence the plans were rejected due to it starting to close to the road. I was informed that if I redrew the plans and had a setback of nine feet from the road at height of four feet and then a height of eight feet at twenty five feet from the road I would be granted a permit. I was granted a permit and hired a reputable, licensed and professional contractor who has been building fences in Ocean Springs for over thirty years on that information and belief that the contractor builds fences with knowledge of and in compliance with the Code. It was our intention to comply with all city code and I even had them start the fence with a twelve foot setback start so we would have a three foot buffer. The fence is completely on my property which I had professionally surveyed prior to the project. It does not present a public safety issue or nuisance in any way.

I take pride in my home and property and used the best materials available to make it a safe structure as well as esthetically pleasing. I spent fourteen thousand dollars building this fence.

I have had multiple discussions with Mr. Rick Hutcherson in the hope for guidance to resolve this matter. He opined that the setback of the fence was within code, and recommended I speak with Mr. Wade. When I called Mr. Wade he told me it was in Mr. Hutcherson's hands and would leave the matter up to him. In a subsequent discussion with Mr. Hutcherson the subject of applying for a variance was brought up. Mr. Hutcherson encouraged me to apply for a variance with the hope for a pragmatic solution to this issue. I would present myself before the committee for any further questioning or clarification, but currently I have received orders from the U.S. Army to activate me. My wife Anett will be available if needed.

In conclusion, it has always been my intention to comply with the laws of this City. I have served this Country honorably with deployments to Iraq, Afghanistan, Syria and Kuwait and my respect for its laws are second to none. I simply request that I be dealt with fairly and that serious consideration be given to my reasonable variance request.

Respectfully,

  
LTC Jesse B. Moskowitz





## WILLIAMS LAW FIRM, PA

2409 14th Street  
Gulfport, Mississippi 39501

Main: (228) 206-7900  
Facsimile: (228) 206-7911

J. William Williams

Direct: (228) 284-5977

Email: [bwilliams@wms-law.com](mailto:bwilliams@wms-law.com)

April 24, 2023

City of Ocean Springs  
Attn: Robert Wilkinson, City Attorney  
[rwilkinson@wwbslaw.com](mailto:rwilkinson@wwbslaw.com)  
734 Delmas Avenue (39567)  
Pascagoula, Mississippi 39568

***Re: Nonconforming Fence – Jesse Moscowitz***

Mr. Wilkinson.

I am writing on behalf of my client, Erich Nichols, being the homeowner of 415 East Beach, regarding a non-conforming fence constructed by his neighbor, Jesse Moscowitz. Mr. Moscowitz recently installed a solid, privacy fence which runs along the property line between my client's property and Mr. Moscowitz. The fence is eight (8) feet in height for the entire length of the property, aside from an approximately five (5) to seven (7) foot portion ending at the street that is four and one-half (4.5) feet in height. The length of the fence is unknown, but it is estimated to be more than two hundred (200) feet without any undulation or setback.

The fence violates several sections of the Municipal Code for the City of Ocean Springs, Mississippi (the "**Code**"). Particularly, Section 3.17.17 of the Code provides that at a maximum height of four (4) feet in the front yard and eight (8) feet on the side and rear yards. The Code defines the side yard as extending from the front line of the principal building to the rear line of the principal building; and the rear yard as being the distance between the rear lot line and the rear line of the principal building. Along that line, a fence of eight (8) feet is allowed. The front yard extends from the front line of the main building to the front street line of the lot, wherein a maximum of four (4) feet is permitted. I am attaching as an exhibit the subject properties outlining the front, rear and back yard lines, and allowable maximum height.

In addition to the fence egregiously violating the height limitations, the fence also violates the requirement for the finished side to face the neighbor. Mr. Moscowitz has installed the unfinished side facing my client's property, causing a visual eyesore and direct violation of the Code.

Furthermore, Section 4.8 of the Code provides that:

Page 2

Solid walls and fences shall not create a stockade appearance. This can be accomplished by undulating the fence plan. Fences over eighty (80) feet long shall have no more than 50% of their length on a continuous line. The remaining length shall be setback a minimum of six (6) feet.

As mentioned above, Mr. Moskowitz's fence far exceeds eighty (80) feet in length with no undulation or setback; again, in violation of the Code.

My client's home is currently for sale, and the non-conforming fence has been a deterrent for many potential buyers, resulting in a loss of time and money. I respectfully request that the City of Ocean Springs take action to ensure that Mr. Moskowitz's fence is brought into compliance with the Code before any further damages are incurred by my client.

Thank you for your attention to this matter.

Sincerely,



J. William Williams

JWW/bw



|                  |                   |
|------------------|-------------------|
| 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](http://www.oceansprings-ms.gov)

## MEMORANDUM

To: Mayor & Board of Aldermen

From: Vicky Hupe, Deputy City Clerk

Re: Adopt Resolution to request assistance from Jackson County for funds for maintenance and operation of the Mary C

Section: CONSENT AGENDA

Meeting Date: August 15, 2023

MS State Legislature authorized Jackson County to contribute funds, annually, in the amount of twenty thousand dollars (\$20,000.00) to the Mary C. O'Keefe Cultural Arts Center. The City is required to request the funds from Jackson County each year by resolution.

**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN FOR THE CITY OF  
OCEAN SPRINGS, MISSISSIPPI TO REQUEST ASSISTANCE FROM JACKSON  
COUNTY FOR FUNDS FOR MAINTENANCE AND OPERATIONS OF THE MARY C.  
O'KEEFE CULTURAL CENTER OF ARTS AND EDUCATION**

**COME NOW**, the Mayor and Board of Aldermen for the City of Ocean Springs, Mississippi, and find that:

**WHEREAS**, the City of Ocean Springs owns and operates the Mary C O'Keefe Cultural Center of Arts and Education (the "Center") on Government Street in Jackson County, Mississippi; and

**WHEREAS**, the Center provides cultural and art opportunities for many residents of Jackson County; and

**WHEREAS**, the Center also brings many visitors each year to Jackson County through numerous and varied events; and

**WHEREAS**, the Mayor and Board of Aldermen are formally requesting Jackson County to provide monetary assistance for the ongoing maintenance and operation of the Center for the benefit of the many visitors and citizens of Jackson County; and

**WHEREAS**, the requested monetary assistance to the Center will enhance public involvement and enjoyment of the Center for Jackson County residents and visitors; and

**WHEREAS**, the requested assistance would include funding from Jackson County in the amount of twenty thousand dollars (\$20,000.00) to be used for customary and ongoing maintenance of the Center as well as general operations of the Center; and

**WHEREAS**, the Board of Aldermen believes that this assistance is in the best interest of the citizens of Ocean Springs, Jackson County, and the State of Mississippi; and

**WHEREAS**, Jackson County, Mississippi passed a resolution on March 1, 2021, requesting the Jackson County delegation of the State Legislators to introduce legislation to the appropriate



committee or committees within the Mississippi State Legislature to amend Chapter 906, Local and Private Laws of the 2017 Regular Session of the Mississippi State Legislature, to direct contribution funds to management and operations for the Mary C. O’Keefe Cultural Arts Center; and

**WHEREAS**, the Legislature enacted the requested amendment and authorized Jackson County to contribute funds, annually, in the amount of twenty thousand dollars (\$20,000.00) to the Mary C. O’Keefe Cultural Arts Center; and

**WHEREAS**, the Board of Aldermen may formally request that Jackson County provides monetary assistance in the amount of twenty thousand dollars (\$20,000.00) for the ongoing maintenance and operation of the Center for the benefit of the many visitors and citizens of Jackson County; and

**WHEREAS**, the Board has determined that the City Clerk should begin the process of requesting monetary assistance in the amount of twenty thousand dollars (\$20,000.00).

**NOW, THEREFORE, BE IT RESOLVED**, that the City of Ocean Springs, Mississippi does hereby request from Jackson County, Mississippi assistance in the amount of twenty thousand dollars (\$20,000.00) for the management and operations of The Mary C. O’Keefe Cultural Center of Arts and Education.

**AND SO, THE ABOVE FINDINGS ARE THEREFORE RESOLVED** by the Mayor and Board of Aldermen of the City of Ocean Springs, Mississippi on this the 15<sup>th</sup> day of September 2023.

\_\_\_\_\_  
**MAYOR**

**ATTEST:**

\_\_\_\_\_  
**CITY CLERK**



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

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

## **MEMORANDUM OF UNDERSTANDING AND HOLD HARMLESS AGREEMENT BETWEEN JESSICA CHURCH & THE MARY C. O'KEEFE CULTURAL ARTS CENTER**

Jessica Church (“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 be automatically extended for an additional one (1) year period, not to exceed four (4) renewal terms.

**Amendments**

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

**Termination**

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

**Notice**

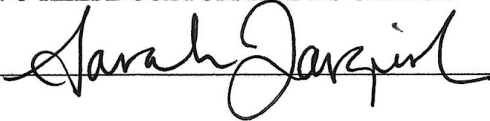
16. For purposes of this Agreement, notices provided for herein shall be in writing and shall be deemed to have been duly given (i) when received, if delivered personally or by courier, or (ii) on the date receipt is acknowledged, if delivered by certified mail, postage prepaid, return receipt requested.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

**Contact Persons:**

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

**EXECUTED AND AGREED BY:**

THE MARY C. O'KEEFE CULTURAL ARTS CENTER

BY:  DATE: 8.7.23

THE CITY

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

JESSICA CHURCH

BY:  DATE: 8-7-23

SCANNED





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

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

## **MEMORANDUM OF UNDERSTANDING AND HOLD HARMLESS AGREEMENT BETWEEN CAITLIN BATSON & THE MARY C. O'KEEFE CULTURAL ARTS CENTER**

Caitlin Batson (“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 be 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
  - i. 1600 Government St. Ocean Springs, MS 39564
- b. For the City – Kenny Holloway, Mayor
- c. For the Instructor – Caitlin Batson

#### **Amendments**

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

#### **Termination**

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

#### **Notice**

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

**EXECUTED AND AGREED BY:**

THE MARY C. O'KEEFE CULTURAL ARTS CENTER

BY: *Shah Jazish* DATE: 8.7.23

THE CITY

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

CAITLIN BATSON

BY: *Caitlin Batson* DATE: 8/7/23

SCANNED



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

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

## **MEMORANDUM OF UNDERSTANDING AND HOLD HARMLESS AGREEMENT BETWEEN JULIANNA O. MCRAE & THE MARY C. O'KEEFE CULTURAL ARTS CENTER**

Julianna O. McRae (“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 be automatically extended for an additional one (1) year period, not to exceed four (4) renewal terms.

#### **Amendments**

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

#### **Termination**

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

#### **Notice**

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

#### **Contact Persons:**

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

**EXECUTED AND AGREED BY:**

THE MARY C. O'KEEFE CULTURAL ARTS CENTER

BY:

*Kevin Jargish*

DATE:

8.7.23

THE CITY

BY:

DATE:

JULIANNA O. MCRAE

BY:

*Julianne McRae*

DATE:

8/7/2023





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

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

## **MEMORANDUM OF UNDERSTANDING AND HOLD HARMLESS AGREEMENT BETWEEN UNFAZED SHOW AND BAND LLC & THE MARY C. O'KEEFE CULTURAL ARTS CENTER**

Unfazed Show and Band LLC ("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 be automatically extended for an additional one (1) year period, not to exceed four (4) renewal terms.

**Amendments**

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

**Termination**

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

**Notice**

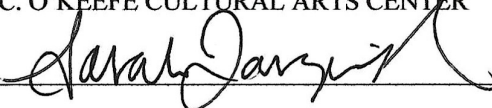
16. For purposes of this Agreement, notices provided for herein shall be in writing and shall be deemed to have been duly given (i) when received, if delivered personally or by courier, or (ii) on the date receipt is acknowledged, if delivered by certified mail, postage prepaid, return receipt requested.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

**Contact Persons:**

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

**EXECUTED AND AGREED BY:**

THE MARY C. O'KEEFE CULTURAL ARTS CENTER

BY: 

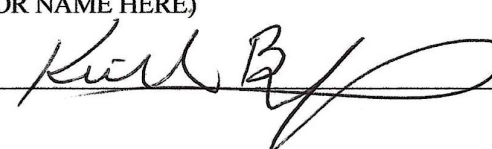
DATE: 8.8.23

THE CITY

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

(INSTRUCTOR NAME HERE)

BY: 

DATE: Aug 8, 2023



|                       |                   |
|-----------------------|-------------------|
| <b>Kenny Holloway</b> | <b>Mayor</b>      |
| 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](http://www.oceansprings-ms.gov)

## MEMORANDUM

To: Mayor & Board of Aldermen

From: Ravin Nettles, Community Development

Re: Authorize the Mayor to Execute the Grant Agreement with Blue Cross & Blue Shield of Mississippi Foundation for the Healthy Heroes Program in the City of Ocean Springs

Section: CONSENT AGENDA

Meeting Date: August 15, 2023

The Blue Cross & Blue Shield of Mississippi Foundation Board of Directors approved the grant application in the amount of \$118,995 to implement the Healthy Heroes Program in the City of Ocean Springs. I respectfully request authorization for the mayor to execute the grant agreement and any related grant documents.



August 9, 2023

The Honorable Kenny Holloway  
Mayor, City of Ocean Springs  
P. O. Box 1800  
Ocean Springs, MS 39566

Dear Mayor Holloway:

The Blue Cross & Blue Shield of Mississippi Foundation Board of Directors approved a grant in the amount of \$118,995 to implement the Healthy Heroes Program in the City of Ocean Springs.

Attached is the Grant Agreement for your signature. Upon our receipt of the signed Grant Agreement, we will sign and return the original to you. Also attached is an Authorization Agreement for Automatic Deposit form to authorize an ACH payment of the \$118,995 grant award. Please email the signed Grant Agreement and ACH form to [Foundation@bcbsms.com](mailto:Foundation@bcbsms.com) by Friday, August 25.

The Grant Agreement used by the Foundation is a standard agreement that has been specifically approved by the Foundation Board. As such, the Foundation is not at liberty to make material changes to the Grant Agreement without Board approval.

Thank you. We are proud to partner with the City of Ocean Springs.

Best of health,

MeLisa Stewart  
Program Manager

Attachments

*Building a Healthy Mississippi.*

# **BLUE CROSS & BLUE SHIELD OF MISSISSIPPI FOUNDATION**

## **GRANT AGREEMENT**

### **City of Ocean Springs | Healthy Heroes Program**

This Grant Agreement is entered into by and between the Grantee and Grantor as of the Effective Date. All capitalized terms not defined herein shall have the meaning set forth on the Schedule of Definitions attached hereto.

#### **1. General**

- (a) Purpose. The Grant Award from the Grantor to the Grantee will be used for, and only for, the purposes and manner described in the grant application and proposal submitted to the Grantor by the Grantee Representative on the Grant Application Date.
- (b) Grant Term. This Grant Agreement shall remain in effect from the Effective Date until the Final Report Date, unless earlier terminated as provided herein.
- (c) Grant Award Number. The parties shall refer to the Grant Award Number and Grant Project on all correspondence between them relating to the Grant Award and/or this Grant Agreement.
- (d) Incorporation of Grant Application. The parties agree that all terms and provisions of the Grant Application, including responses to the Grant Application provided by Grantee, are incorporated into and form a part of this Grant Agreement.

#### **2. Grantee Responsibilities**

- (a) Administration. The conduct and administration of the Grant Project, as well as all aspects of the fiscal management of this grant and compliance with the terms of this agreement, are the sole responsibility and under the sole control of the Grantee. The Grantee's Executive Representative and Project Director will remain in place throughout the Grant Term, with any requests for changes submitted to the Foundation in writing. Grantee must receive written approval from Grantor prior to any change in the Executive Representative or the Project Director. If a requested change in the Executive Representative or the Project Director is not approved, this Grant Agreement will terminate and any unspent Grant Funds will be returned to the Grantor in accordance with paragraph 2(g) of this Agreement. No member, director, officer, or employee of the Grantor shall be involved in decisions concerning the disposition or control of the Grant Award after delivery of the funds to Grantee.
- (b) Self-Dealing. The Grant Award shall not be used to benefit directly or indirectly any individual, corporation, partnership, business association, organization,



trust, or any other entity that would be described by the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder (the "Code"), as a "disqualified person" with respect to the Grantor. "Disqualified persons" include the members, directors, officers, and employees of the Grantor.

- (c) Compliance. The Grantee shall comply with all federal, state and local rules and regulations concerning the activity for which the grant proceeds are used.
- (d) Lobbying. The Grant Award shall not be used in any way to carry on propaganda, influence a political campaign or otherwise attempt to influence legislation, except as permitted by the Code.
- (e) Tax Exempt Status. Grantee certifies that it is an organization classified by the Internal Revenue Service as exempt from federal taxes under Sections 501(c)(3) or 501(a) of the Code or is a governmental unit described in Section 170(c)(1) of the Code. In the event this status changes, the Grantee shall notify the Grantor immediately.
- (f) Foundation Status. Grantee certifies that it is not a private foundation as defined in the Code, or if so classified is an exempt operating foundation under Section 4940(d)(2). In the event the Grantee is so classified in the future, the Grantee shall notify the Grantor immediately.
- (g) Return of Funds. All Grant Funds (or the unused portion thereof) shall be returned to the Grantor upon the occurrence of any of the following events:
  - (i) All Grant Funds must be expended or encumbered before the end of the Grant Term. Funds not expended or encumbered when the Grant Term ends shall be returned to Grantor unless a subsequent use is approved by the Grantor in writing before the end of the Grant Term as described below;
  - (ii) The Grantee ceases to be an exempt organization under Sections 501(c)(3) or 501(a) of the Code;
  - (iii) The Grantee discontinues the Grant Project or activity for which the Grant Award was intended to be used; or,
  - (iv) The Grantee violates any term of this Grant Agreement or the Grant Application.

In the event the Grantee does not utilize all of Grant Award, the Grantee may request in writing approval to utilize any unused portion of the Grant Award for purposes other than or different from those outlined in the Grantee's original Grant Application or this Agreement. This written request shall include a proposed budget, a detailed description of the intended use, and reporting obligations. The request must be submitted and approved prior to the end of the Grant Term. Grantor shall not be obligated to agree to Grantee's request in

whole or in part. Should the parties be unable to agree on the prospective use of the then remaining funds contained in the Grant Award prior to the end of the Grant Term, Grantor shall have the right to terminate this Grant Agreement and Grantee shall return any unused portion of the Grant Award to Grantor.

Grant Funds returned pursuant to this provision shall be returned within thirty (30) days of the Final Report Date.

- (h) Property or Equipment Acquisition. Provided expenditures for capital acquisition are specifically included in this Grant Agreement, Grantee may utilize Grant Award funds for such purposes. At the close of the Grant Term, title to all equipment acquired by Grantee in accordance with the terms of this Grant Agreement shall remain vested in Grantee.
- (i) Other Sources of Funding. Prior to the execution of this Grant Agreement, Grantee shall disclose to Grantor all other sources of funding as well as all pending grant applications for the project outlined in the Grant Application and this Grant Agreement. Grantee shall supplement such disclosure, as appropriate, during the Grant Term.
- (j) Public Disclosure and Announcements. Public disclosures of the Grant Award made herein may not be made by the Grantee without the written approval of Grantor. Any communication where the Grantor's name, symbols or trademarks appear together with any other entity's name, symbols or trademarks aside from those of the Grantee, are not permitted and will not be approved. Further, the Grantee must use only its organizational name, symbol or trademark or the name, symbol or trademark associated with the sponsored program. NO OTHER USES WILL BE APPROVED BY THE FOUNDATION.

ANY USE OF THE GRANTOR'S NAME, SYMBOLS OR TRADEMARKS MUST BE PRESENTED FOR APPROVAL AT LEAST THIRTY (30) DAYS PRIOR TO USE. THE APPROVAL OF THE USE OF GRANTOR'S NAME, SYMBOLS OR TRADEMARKS IS SOLELY IN THE DISCRETION OF THE GRANTOR.

SHOULD ANY USE OF THE GRANTOR'S NAME, SYMBOLS OR TRADEMARKS OCCUR WITHOUT PRIOR APPROVAL BY THE GRANTOR, THE GRANTOR MAY IN ITS DISCRETION IMMEDIATELY TERMINATE THE GRANT AGREEMENT AND ANY UNUSED GRANT FUNDS SHALL BE REPAID TO THE GRANTOR.

- (k) Financial Accounting. Grantee shall submit and Grantor shall rely upon the specific financial accounting requirements of this grant in accordance with the financial reports attached hereto and made a part of this agreement as Exhibit A. Any request to reclassify budget line item amounts must be submitted to the Foundation in writing with detailed justification, and prior to expenditure of grant funds related to such proposed reclassification. Budget line item amounts

may not be reclassified by the Grantee without the written approval of Grantor, and Grant funds for which reclassification is requested cannot be expended until such reclassification is approved in writing by Grantor.

- (l) Right to Audit. Grantee agrees to permit Grantor to conduct audits and to permit such other activities as are deemed necessary by Grantor to ensure correct use of Grant Funds. Grantor may conduct reasonable on-site scheduled audits during Grantee's regular business hours. Grantee agrees to provide, without charge, access to relevant financial records necessary to complete the on-site audit. Grantee also agrees to provide, without charge, copies of relevant financial records to the Grantor upon request.
- (m) Objectives and Outcomes. The performance of Grantee in accomplishing the purposes of the Grant Award will be measured and evaluated relative to the achievement of specific objectives and outcomes. Grantor reserves the right at any time during the Grant Term to terminate this Agreement following a thirty (30) day written notice to Grantee of the Grantor's determination, in its sole discretion, of the failure or likely failure of the funded program to attain the objectives and/or outcomes or benefits anticipated or that the program outcomes are significantly fewer or less than expected. In the event of such termination, the Grantor will have no further obligation to provide any undistributed portion of the Grant Award.
- (n) Reporting of Grant Activity. During the Grant Term, Grantee shall furnish Grantor with progress reports outlining grant activity and progress toward objectives in accordance with Exhibit A of this Grant Agreement. Progress reports will be due on the Progress Report Dates.

Grantor may from time to time contact Grantee in order to review a previously submitted progress report or arrange a visit to Grantee offices and/or locations to review grant activities.

On the Final Report Date, Grantee shall submit a final Grant Report which shall review the performance and activities over the course of the entire Grant Term. The final Grant Report shall include a financial statement accounting for the use of all Grant Award funds, which statement shall be certified as true, complete and accurate by the chief executive officer or chief financial officer of Grantee. If funds remain unused as of the Final Report Date, Grantee may request permission to use any unused portion of the Grant Award as provided for in Section 2(g) above.

- (o) Confidentiality. Grantee agrees that, unless expressly authorized by Grantor to do so, Grantee shall not, either during or after the Grant Term, except as provided for herein, (a) disclose to any third party, (b) use for Grantee's benefit or the benefit of others, or (c) publish information that is secret or confidential to Grantor (hereinafter "Information"). Such Information includes, but is not limited to, information disclosed by Grantor to Grantee in connection with the

Grant Award and information compiled by Grantee in implementation of the project supported in whole or in part by the Grant Award, whether written, oral, or obtained by viewing Grantee's premises, data, reports, project designs, outcomes, and information generated as a result of the Grant, computer programs, knowledge, and data relating to processes, formulae, research efforts, owned, controlled, or possessed by Grantor. This obligation of confidentiality and nonuse shall not apply to (a) Information that at the time of the disclosure is in the public domain; (b) Information that, after disclosure, becomes part of the public domain by publication or otherwise, except by breach of this Agreement by Grantee; (c) Information that Grantee can establish by reasonable proof was in Grantee's possession at the time of disclosure; or (d) Information that Grantee receives from a third party who has a right to disclose it to Grantee.

- (p) Ownership of Materials. Grantee agrees that items (including, but not limited to, data, reports, expertise, knowledge or outcomes) created or generated as a direct result of the Grant Award shall at all times be recognized as the exclusive property of Grantor. Grantee further agrees that at no time, without express authorization from Grantor, shall Grantee make such items available to third parties.

### 3. Grantor Responsibilities

- (a) Upon execution of the Grant Agreement, the Grant Award will be distributed by Grantor under the terms of this Grant Agreement and according to the Grant Distribution Schedule.

### 4. Miscellaneous

- (a) Entire Agreement. This Grant Agreement, including the Grant Application, documents, exhibits and schedules referred to herein, constitutes the entire agreement between the Grantor and Grantee and supersedes any prior understandings, agreements, or representations by or between the parties, written or oral, to the extent they related in any way to the subject matter hereof.
- (b) Publicity. Grantor reserves the right to the control and use of its name, symbols, trademarks, trade names, service marks, and copyrights presently existing or later established. Grantee shall not use Grantor's name, symbols, trademarks, trade names, or service marks in advertising, promotional materials, publications, interviews, or otherwise, without the prior written consent of Grantor. In the event of a breach of this provision, Grantor will have the right to terminate this Agreement immediately without prior notice and the unspent Grant Award shall be returned to the Grantor immediately.
- (c) Governing Law. This Grant Agreement shall be governed by and construed in accordance with the domestic laws of the State of Mississippi without giving effect to any choice or conflict of law, provision or rule (whether of the State of

Mississippi or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Mississippi.

- (d) Survivability. Sections 2(b), 2(c), 2(g), 2(n) and 2(o) shall survive the termination of this Grant Agreement.

5. Definitions.

- (a) "Progress Report Date" shall mean the dates on which the progress report for the Grant Project must be submitted to the Grantor, which shall be the following dates:

September 15, 2023; December 1, 2023; March 1, 2024; June 1, 2024;  
September 1, 2024; October 31, 2024; and November 30, 2024.

- (b) "Effective Date" shall mean September 1, 2023.
- (c) "Final Report Date" shall mean November 30, 2024.
- (d) "Grant Agreement" shall mean this agreement between the Grantor and Grantee, including all schedules and exhibits attached hereto and the Grant Application completed by the Grantee.
- (e) "Grant Application Date" shall mean July 18, 2023.
- (f) "Grant Award" shall mean a Grant issued pursuant to the Grant Agreement in the amount of \$118,995.
- (g) "Grant Award Number" shall mean BCBSMSF-2023-013.
- (h) "Grant Distribution Schedule" shall mean the distribution of the Grant Award in the installments and amounts on the dates as follows:

| <u>Distribution Date</u> | <u>Distribution Amount</u> |
|--------------------------|----------------------------|
|--------------------------|----------------------------|

|                |           |
|----------------|-----------|
| September 2023 | \$118,995 |
|----------------|-----------|

- (i) "Grant Term" shall mean the term beginning on September 1, 2023 and ending on October 31, 2024. Grant Funds must be expended or encumbered by the end of the Grant Term.
- (j) "Grantee" shall mean City of Ocean Springs.
- (k) "Grant Project" shall mean Healthy Heroes Program.
- (l) "Executive Representative" shall mean The Honorable Kenny Holloway, Mayor, City of Ocean Springs.



- (m) "Grantee Representative" shall mean The Honorable Kenny Holloway, Mayor, City of Ocean Springs.
- (n) "Project Director" shall mean Ravin Nettles, Administration and Community Relations Coordinator, City of Ocean Springs.
- (o) "Grantor" shall mean the Blue Cross & Blue Shield of Mississippi Foundation.

**GRANTOR**

Blue Cross & Blue Shield of Mississippi Foundation

By: \_\_\_\_\_  
Thomas C. Fenter, MD  
President and Chairman of the Board of Directors

Date: \_\_\_\_\_

The Grantee hereby accepts this grant and agrees to abide by all conditions under which it is made as stated in this Grant Agreement. I have full authority to accept on behalf of the Grantee this Grant Agreement and all conditions therein.

**GRANTEE**

City of Ocean Springs

By: \_\_\_\_\_  
The Honorable Kenny Holloway, Mayor

Date: \_\_\_\_\_

## Exhibit A

### **Blue Cross & Blue Shield of Mississippi Foundation Guidelines for the Healthy Heroes Program and Grantee Reporting Instructions**

*Congratulations for your selection as a grantee of the Blue Cross & Blue Shield of Mississippi Foundation. Please read carefully reporting instructions and submit your report timely. If you have questions, please send an email to [Foundation@bcbsms.com](mailto:Foundation@bcbsms.com).*

#### **Guidelines for implementing the Healthy Heroes Program:**

1. The Healthy Heroes Program is designed for grades K, 1, 2, 3, 4, and 5.
2. The Healthy Heroes lessons are to be taught during regularly scheduled P.E. classes where students have room to exercise (push-ups, jumping jacks, arms circles, etc.) without chairs or other objects that would obstruct activity. The school gym, open outside green space, and outside patios or concreted areas on the school property are suggested locations for teaching Healthy Heroes lessons and activities.
3. The “Healthy Heroes,” whether uniformed police officers or uniformed firefighters, are to make a minimum of 12 visits to schools (grades K, 1, 2, 3, 4, and 5) evenly distributed over the course of the Grant Term. One day with one or more P.E. classes is considered to be one visit. More than 12 visits may be made, but the additional visits must be evenly distributed over the course of the grant period.
4. The Healthy Heroes Program, program name, or program materials, are not to be combined with any other programs, program names, or program materials.
5. The “Healthy Heroes” are to make a minimum of one visit in each school month during the Grant Term (September 1, 2023 – October 31, 2024). School months are: September, October, November, and December 2023; and January, February, March, April, May, August, September, and October 2024.
6. For each of the visits to schools evenly distributed over the course of the grant period, the “Healthy Heroes” will:
  - A. Teach a healthy eating lesson using the nutrition materials provided by the Blue Cross & Blue Shield of Mississippi Foundation;
  - B. Teach a physical fitness lesson that includes exercise activities;
  - C. Distribute a “I’m a Healthy Hero” sticker to each participating student; and
  - D. Lead a walk with students and faculty around the school or around the block, with the Healthy Heroes banner carried by individuals at the front of the group. Encourage administrators, parents, residents, and others to participate.

## **Program Training Summary and Matrix of Planned School Visits**

**Due September 15, 2023**

### **Step 1.**

Complete the Program Training Summary:

Use the template provided (See Exhibit A, Page A.9) complete the Program Training Summary describing the one-day training session with the Healthy Heroes Program host city trainer.

### **Step 2.**

Complete the Matrix of Planned School Visits:

Use the sample document provided (See Exhibit A, Page A.10) to list the 12 planned dates for school visits, including school names, grade levels, and names of “Healthy Heroes” scheduled to make visits (Columns A, B, C, and D). All “Healthy Heroes” making school visits must have been trained at a Blue Cross & Blue Shield of Mississippi Foundation Training Conference, or by an individual who attended the Conference (train the trainer).

## **Matrix of School Visits; Timeline Report; and Financial Report**

### **Due December 1, 2023**

#### **Step 1.**

Complete the Matrix of School Visits (See Exhibit A, Page A.10).

#### **Step 2.**

Complete the Timeline Report (See Exhibit A, beginning on page A.11) as follows:

Under “Reporting Date: December 1, 2023,” describe work planned and completed during the first reporting period. Indicate if the work is: A) On Schedule; B) Ahead of Schedule; C) Completed; or D) Behind Schedule. If the work is behind schedule, provide an explanation. The rows will expand as necessary while typing.

#### **Step 3.**

Complete the Financial Report as follows:

Using the template provided for the Financial Report (See Exhibit A, Page A.12). Below the subheading, “Date of Financial Report (check one),” check the box next to “December 1, 2023.” Populate Columns C and D with an accounting of the grant project.

## **Matrix of School Visits; Timeline Report; and Financial Report**

### **Due March 1, 2024**

#### **Step 1.**

Complete the Matrix of School Visits (See Exhibit A, Page A.10).

#### **Step 2.**

Complete the Timeline Report (See Exhibit A, beginning on page A.11).

- Use the previous report that has the “Reporting Date: December 1, 2023” completed.
- Under “Reporting Date: March 1, 2024,” describe work planned and completed during the second reporting period. Indicate if the work is: A) On Schedule; B) Ahead of Schedule; C) Completed; or D) Behind Schedule. If the work is behind schedule, provide an explanation. The rows will expand as necessary while typing.

#### **Step 3.**

Complete the Financial Report as follows:

Using the template provided for the Financial Report (See Exhibit A, Page A.12). Below the subheading, “Date of Financial Report (check one),” check the box next to “March 1, 2024.” Populate Columns C and D with an accounting of the grant project.



## **Matrix of School Visits; Timeline Report; and Financial Report**

### **Due June 1, 2024**

#### **Step 1.**

Complete the Matrix of School Visits (See Exhibit A, Page A.10).

#### **Step 2.**

Complete the Timeline Report (See Exhibit A, beginning on page A.11).

- Use the previous report that has the “March 1, 2024” completed.
- Under “Reporting Date: June 1, 2024,” describe work planned and completed during the third reporting period. Indicate if the work is: A) On Schedule; B) Ahead of Schedule; C) Completed; or D) Behind Schedule. If the work is behind schedule, provide an explanation. The rows will expand as necessary while typing.

#### **Step 3.**

Complete the Financial Report as follows:

Using the template provided for the Financial Report (See Exhibit A, Page A.12). Below the subheading, “Date of Financial Report (check one),” check the box next to “June 1, 2024.” Populate Columns C and D with an accounting of the grant project.

## **Matrix of School Visits; Timeline Report; and Financial Report**

### **Due September 1, 2024**

#### **Step 1.**

Complete the Matrix of School Visits (See Exhibit A, Page A.10).

#### **Step 2.**

Complete the Timeline Report (See Exhibit A, beginning on page A.11).

- Use the previous report that has the “Reporting Date: June 1, 2024” completed.
- Under “Reporting Date: September 1, 2024,” describe work planned and completed during the fourth reporting period. Indicate if the work is: A) On Schedule; B) Ahead of Schedule; C) Completed; or D) Behind Schedule. If the work is behind schedule, provide an explanation. The rows will expand as necessary while typing.

#### **Step 3.**

Complete the Financial Report as follows:

Using the template provided for the Financial Report (See Exhibit A, Page A.12). Below the subheading, “Date of Financial Report (check one),” check the box next to “September 1, 2024.” Populate Columns C and D with an accounting of the grant project.

## **Matrix of School Visits; Timeline Report; Financial Report; and Executive Summary**

### **Due October 31, 2024 (End of the Grant Period)**

#### **Step 1.**

Complete the Matrix of School Visits (See Exhibit A, Page A.10).

#### **Step 2.**

Complete the Timeline Report (See Exhibit A, beginning on page A.11).

- Use the previous report that has the “Reporting Date: September 1, 2024,” completed.
- Under “Reporting Date: October 31, 2024,” describe work planned and completed during the final reporting period. Indicate if the work is: A) On Schedule; B) Ahead of Schedule; C) Completed; or D) Behind Schedule. If the work is behind schedule, provide an explanation. The rows will expand as necessary while typing.

#### **Step 3.**

Complete the Financial Report as follows:

Using the template provided for the Financial Report (See Exhibit A, Page A.12). Below the subheading, “Date of Financial Report (check one),” check the box next to “October 31, 2024.” Populate Columns C and D with an accounting of the grant project.

#### **Step 4.**

Complete the Executive Summary as follows:

Using the sample document titled Executive Summary (See Exhibit A, Page A.13), please provide a one to two-page Executive Summary.

## **Final Financial Report**

### **Due November 30, 2024\***

Complete the Final Financial Report as follows:

Using the template provided for the Financial Report (See Exhibit A, Page A.12). Below the subheading, “Date of Financial Report (check one),” check the box next to “November 30, 2024.” Populate Columns C and D with an accounting of the grant project.

*\*November 30, 2024, is the last day of the month following the end of October 31, 2024, Grant Term. No grant funds are to be expended after October 31, 2024. Any unused grant funds are to be returned to the Blue Cross & Blue Shield of Mississippi Foundation upon request following the Foundation’s receipt of the Final Financial Report on November 30, 2024.*



## Program Training Summary – City of Ocean Springs

September 15, 2023

Thank you for your participation in the Healthy Heroes Program training session with the Healthy Heroes host city. We value our partnership with you, and we recognize and appreciate the time commitment you made to be at the training session with the Healthy Heroes host city.

### Evaluation of the Healthy Heroes Training Session

Date of the Training Session: \_\_\_\_\_ Name of Host City: \_\_\_\_\_

Name of Host City Trainer: \_\_\_\_\_ Name of Host School: \_\_\_\_\_

Names of Police Officers, Firefighters or both Police Officers and Firefighters who attended the training session with the host city (indicate if each participant is a police officer or firefighter):

---

---

Please rate the training session with the host city and host city “Healthy Hero” trainer on a scale of 1 to 5 (1 being the lowest; 5 being the highest) for the following:

1. Presentation of the information in the nutrition training segment: *(circle one)*: 1 2 3 4 5
2. Presentation of the information in the physical activity training segment: *(circle one)*: 1 2 3 4 5
3. Overall presentation of the Healthy Heroes Program *(circle one)*: 1 2 3 4 5

Provide feedback as to the training session with the host city and trainer, including the usefulness of the training session and your overall impression of the Healthy Heroes Program.

---

---

---

---

---

**Signed** *(Individual Who Completed Summary)*: \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_



**Blue Cross & Blue Shield of Mississippi Foundation**  
**Matrix of School Visits for the Healthy Heroes Program - City of Ocean Springs**  
**Grant No. BCBSMSF-2023-013**

| <b>Due: September 15, 2023 (Populate Columns A - D)</b><br>This information will not change during the grant period (Columns A - D). If a planned school visit is rescheduled during the grant period, indicate the new date in Column E following the school visit. Additional rows may be added if more than 12 school visits are planned. |                    |                                                    |                                                    | <b>Populate Columns E - M as school visits are completed.</b><br><b>Matrix Due to Foundation:</b> December 1, 2023; March 1, 2024; June 1, 2024; September 1, 2024; and October 31, 2024 |                                                                                |                                                    |                                                        |                                                                                   |                                                                           |                                                                              |                                                                 |                                                         |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|----------------------------------------------------|----------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|----------------------------------------------------|--------------------------------------------------------|-----------------------------------------------------------------------------------|---------------------------------------------------------------------------|------------------------------------------------------------------------------|-----------------------------------------------------------------|---------------------------------------------------------|--|
| A                                                                                                                                                                                                                                                                                                                                            | B                  | C                                                  | D                                                  | E                                                                                                                                                                                        | F                                                                              | G                                                  | H                                                      | I                                                                                 | J                                                                         | K                                                                            | L                                                               | M                                                       |  |
| Month of Scheduled School Visit<br><u>Add Day of PLANNED Visit</u>                                                                                                                                                                                                                                                                           | School Name        | Grade Level(s) Planned for Visit by Healthy Heroes | Names of Healthy Heroes Scheduled for School Visit | Date School Visit Completed                                                                                                                                                              | Grade Level(s) <b>AND</b> Estimated Number of Students Attending School Visits | Names of Healthy Heroes Who Completed School Visit | Was Police Officer or Firefighter in Uniform? (Yes/No) | Did Police Officer or Firefighter Introduce Healthy Eating and Exercise? (Yes/No) | Did Police Officer or Firefighter Teach a Healthy Eating Lesson? (Yes/No) | Did Police Officer or Firefighter Lead Physical Fitness Activities? (Yes/No) | Did Police Officer or Firefighter Distribute Stickers? (Yes/No) | Did Police Officer or Firefighter Lead a Walk? (Yes/No) |  |
| 1                                                                                                                                                                                                                                                                                                                                            | September __, 2023 |                                                    |                                                    |                                                                                                                                                                                          |                                                                                |                                                    |                                                        |                                                                                   |                                                                           |                                                                              |                                                                 |                                                         |  |
| 2                                                                                                                                                                                                                                                                                                                                            | October __, 2023   |                                                    |                                                    |                                                                                                                                                                                          |                                                                                |                                                    |                                                        |                                                                                   |                                                                           |                                                                              |                                                                 |                                                         |  |
| 3                                                                                                                                                                                                                                                                                                                                            | November __, 2023  |                                                    |                                                    |                                                                                                                                                                                          |                                                                                |                                                    |                                                        |                                                                                   |                                                                           |                                                                              |                                                                 |                                                         |  |
| 4                                                                                                                                                                                                                                                                                                                                            | December __, 2023  |                                                    |                                                    |                                                                                                                                                                                          |                                                                                |                                                    |                                                        |                                                                                   |                                                                           |                                                                              |                                                                 |                                                         |  |
| 5                                                                                                                                                                                                                                                                                                                                            | January __, 2024   |                                                    |                                                    |                                                                                                                                                                                          |                                                                                |                                                    |                                                        |                                                                                   |                                                                           |                                                                              |                                                                 |                                                         |  |
| 6                                                                                                                                                                                                                                                                                                                                            | February __, 2024  |                                                    |                                                    |                                                                                                                                                                                          |                                                                                |                                                    |                                                        |                                                                                   |                                                                           |                                                                              |                                                                 |                                                         |  |
| 7                                                                                                                                                                                                                                                                                                                                            | March __, 2024     |                                                    |                                                    |                                                                                                                                                                                          |                                                                                |                                                    |                                                        |                                                                                   |                                                                           |                                                                              |                                                                 |                                                         |  |
| 8                                                                                                                                                                                                                                                                                                                                            | April __, 2024     |                                                    |                                                    |                                                                                                                                                                                          |                                                                                |                                                    |                                                        |                                                                                   |                                                                           |                                                                              |                                                                 |                                                         |  |
| 9                                                                                                                                                                                                                                                                                                                                            | May __, 2024       |                                                    |                                                    |                                                                                                                                                                                          |                                                                                |                                                    |                                                        |                                                                                   |                                                                           |                                                                              |                                                                 |                                                         |  |
| 10                                                                                                                                                                                                                                                                                                                                           | August __, 2024    |                                                    |                                                    |                                                                                                                                                                                          |                                                                                |                                                    |                                                        |                                                                                   |                                                                           |                                                                              |                                                                 |                                                         |  |
| 11                                                                                                                                                                                                                                                                                                                                           | September __, 2024 |                                                    |                                                    |                                                                                                                                                                                          |                                                                                |                                                    |                                                        |                                                                                   |                                                                           |                                                                              |                                                                 |                                                         |  |
| 12                                                                                                                                                                                                                                                                                                                                           | October __, 2024   |                                                    |                                                    |                                                                                                                                                                                          |                                                                                |                                                    |                                                        |                                                                                   |                                                                           |                                                                              |                                                                 |                                                         |  |

**Blue Cross & Blue Shield of Mississippi Foundation**  
**Timeline Report**  
**City of Ocean Springs | Healthy Heroes Program**  
**Grant No. BCBSMS-2023-013**

|                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                  |                                                                                                                                                                                                                                       |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Describe work planned and work completed <u>related to the items to be purchased with grant funds (NOT the school visits).</u></b><br><b>Indicate if the work is overall: A) On Schedule; B) Ahead of Schedule; C) Completed; or D) Behind Schedule.</b><br><b>If work is overall behind schedule, provide an explanation.</b><br><i>(Note: Rows will expand as necessary while typing.)</i> |                                                                  |                                                                                                                                                                                                                                       |
| <b>Reporting Date: December 1, 2023</b>                                                                                                                                                                                                                                                                                                                                                         |                                                                  |                                                                                                                                                                                                                                       |
| <b>Work Planned</b><br><i>(September 2023 – November 2023)</i>                                                                                                                                                                                                                                                                                                                                  | <b>Work Completed</b><br><i>(September 2023 – November 2023)</i> | <b>Work is overall (check only one):</b><br>A) On Schedule <input type="checkbox"/><br>B) Ahead of Schedule <input type="checkbox"/><br>C) Completed <input type="checkbox"/><br>D) Behind Schedule <input type="checkbox"/> Explain: |
| <b>Reporting Date: March 1, 2024</b>                                                                                                                                                                                                                                                                                                                                                            |                                                                  |                                                                                                                                                                                                                                       |
| <b>Work Planned</b><br><i>(December 2023 – February 2024)</i>                                                                                                                                                                                                                                                                                                                                   | <b>Work Completed</b><br><i>(December 2023 – February 2024)</i>  | <b>Work is overall (check only one):</b><br>A) On Schedule <input type="checkbox"/><br>B) Ahead of Schedule <input type="checkbox"/><br>C) Completed <input type="checkbox"/><br>D) Behind Schedule <input type="checkbox"/> Explain: |
| <b>Reporting Date: June 1, 2024</b>                                                                                                                                                                                                                                                                                                                                                             |                                                                  |                                                                                                                                                                                                                                       |
| <b>Work Planned</b><br><i>(March 2024 – May 2024)</i>                                                                                                                                                                                                                                                                                                                                           | <b>Work Completed</b><br><i>(March 2024 – May 2024)</i>          | <b>Work is overall (check only one):</b><br>A) On Schedule <input type="checkbox"/><br>B) Ahead of Schedule <input type="checkbox"/><br>C) Completed <input type="checkbox"/><br>D) Behind Schedule <input type="checkbox"/> Explain: |
| <b>Reporting Date: September 1, 2024</b>                                                                                                                                                                                                                                                                                                                                                        |                                                                  |                                                                                                                                                                                                                                       |
| <b>Work Planned</b><br><i>(June 2024 – August 2024)</i>                                                                                                                                                                                                                                                                                                                                         | <b>Work Completed</b><br><i>(June 2024 – August 2024)</i>        | <b>Work is overall (check only one):</b><br>A) On Schedule <input type="checkbox"/><br>B) Ahead of Schedule <input type="checkbox"/><br>C) Completed <input type="checkbox"/><br>D) Behind Schedule <input type="checkbox"/> Explain: |
| <b>Reporting Date: October 31, 2024</b>                                                                                                                                                                                                                                                                                                                                                         |                                                                  |                                                                                                                                                                                                                                       |
| <b>Work Planned</b><br><i>(September 2024 – October 2024)</i>                                                                                                                                                                                                                                                                                                                                   | <b>Work Completed</b><br><i>(September 2024 – October 2024)</i>  | <b>Work is overall (check only one):</b><br>A) On Schedule <input type="checkbox"/><br>B) Ahead of Schedule <input type="checkbox"/><br>C) Completed <input type="checkbox"/><br>D) Behind Schedule <input type="checkbox"/> Explain: |

**Blue Cross & Blue Shield of Mississippi Foundation**  
**Financial Report**  
**City of Ocean Springs | Healthy Heroes Program**  
**Grant No. BCBSMS-2023-013**

**Date of Financial Report (check one):**

- |                                                                                                                                                                                                             |                                                                                                                                                                                                                 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> December 1, 2023   First Financial Report<br><input type="checkbox"/> June 1, 2024   Third Financial Report<br><input type="checkbox"/> October 31, 2024   Fifth Financial Report* | <input type="checkbox"/> March 1, 2024   Second Financial Report<br><input type="checkbox"/> September 1, 2024   Fourth Financial Report<br><input type="checkbox"/> November 30, 2024   Final Financial Report |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

*Amounts reported in Columns C and D must be typed.*

| Column A                                                                                                                                                       | Column B                                                                                  | Column C                                                                                                                                                       | Column D                                                                                                                                                                                                                                            |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Description of Budget Lines</b>                                                                                                                             | <b>Budget Line Amounts</b><br><i>Note: Budget Line Total = Full Grant Amount Awarded.</i> | <b>Total Amount of Foundation Grant Funds Expended</b><br><i>Note: Each individual expended budget line cannot exceed individual budget lines in Column B.</i> | <b>Remaining Amount of Foundation Grant Funds to be Expended by the End of the Grant Period</b><br><i>Note: Amount to be entered should be \$0 or greater. No negative amounts are to be entered.<br/>           Column C + Column D = Column B</i> |
| Playground Equipment                                                                                                                                           | \$85,370                                                                                  | \$                                                                                                                                                             | \$                                                                                                                                                                                                                                                  |
| Playground Equipment Installation                                                                                                                              | 26,625                                                                                    |                                                                                                                                                                |                                                                                                                                                                                                                                                     |
| Playground Equipment Shipping                                                                                                                                  | 7,000                                                                                     |                                                                                                                                                                |                                                                                                                                                                                                                                                     |
| <b>Total</b><br><i>*Grant funds are to be expended by the end of the Grant Term (October 31, 2024). Unused grant funds must be returned to the Foundation.</i> | <b>\$118,995</b>                                                                          | <b>\$</b>                                                                                                                                                      | <b>\$</b>                                                                                                                                                                                                                                           |

**NOTE:** Do not change the “Description of Budget Lines” (Column A) or “Budget Line Amounts” (Column B). Any request to reclassify budget line item amounts must be submitted to the Foundation in writing with detailed justification, and prior to expenditure of grant funds related to such proposed reclassification. Budget line amounts may not be reclassified by the Grantee without the written approval from the Foundation, and Grant funds for which reclassification is requested cannot be expended until such reclassification is approved in writing by the Foundation. Include detailed explanations of material variances.

**Blue Cross & Blue Shield of Mississippi Foundation**  
**Executive Summary**  
**City of Ocean Springs | Healthy Heroes Program**  
**Grant No. BCBSMSF-2023-013**

**October 31, 2024**

**Overview**

1. **Briefly provide an overview of the Healthy Heroes Program as implemented in the City of Ocean Springs, including how items purchased and installed with grant funds impacted the community at large (include images):**

City of Ocean Springs' Response:

2. **Describe how school visits made by the “Healthy Heroes” impacted school personnel, students and parents (include images):**

City of Ocean Springs' Response:

**Strategic Goals**

*Briefly describe how the City of Ocean Springs met each of the strategic goals of the Healthy Heroes Program.*

1. **Increase health literacy among K-5 students**

City of Ocean Springs' Response:

2. **Encourage parents and students to be more active with a result that they incorporate physical fitness activities into their daily schedules**

City of Ocean Springs' Response:

3. **Increase knowledge and influence decisions by parents and students in the selection of a greater number of healthier snacks and meals**

City of Ocean Springs' Response:

4. **Build positive life-long relationships among police officers and firefighters, students, parents and community members**

City of Ocean Springs' Response:

5. **Increase community engagement in health and wellness**

City of Ocean Springs' Response:

**Sustainability**

*Explain whether the City of Ocean Springs will continue Healthy Heroes' monthly visits to K-5 schools.*



## Blue Cross & Blue Shield of Mississippi Foundation Grant Application – Healthy Heroes Program

Send an email to [Foundation@bcbsms.com](mailto:Foundation@bcbsms.com) with any questions regarding the application. Applicants must provide the following information to be considered for funding. Incomplete applications will be returned.

### **Municipal Information**

City Name: City of Ocean Springs

Mailing Address: P. O. Box 1800 City: Ocean Springs State: MS ZIP: 39566

Telephone Number: 228-875-4236 City Website: [www.oceansprings-ms.gov](http://www.oceansprings-ms.gov)

Does your city have a nicotine-free environment on all city-owned property? ☒ Yes ☐ No

If No, does your city have plans to implement a nicotine-free environment on all city-owned property? ☐ Yes; When? ☐ No

Has your city ever received funding, in any way, from Blue Cross & Blue Shield of Mississippi or the Blue Cross & Blue Shield of Mississippi Foundation? ☐ Yes ☒ No

If “yes,” describe the funding and the purpose for which it was used: N/A

### **Project Information**

**Name of Mayor:** Kenny Holloway

(Note: The Mayor will serve as the Grantee Representative and officially execute the Grant Agreement.)

Mailing Address: P.O. Box 1800 City: Ocean Springs State: MS ZIP: 39566

Phone Number (Office): 228-875-6722 (Other): 228-875-4236

Mayor’s E-Mail: [kholloway@oceansprings-ms.gov](mailto:kholloway@oceansprings-ms.gov)

**Name of Project Director (Read Description Below):** Ravin Nettles **Title:** Administration & Community Relations Coordinator

(Note: The Project Director, who must be a city employee, will have overall responsibility – fiscal and programmatic- for the Healthy Heroes Program. This individual should be a decision-making senior official of the city government (i.e., Deputy Mayor, Fiscal Officer, City Manager, City Clerk, Deputy City Clerk, Executive Assistant, etc.) who will serve as the liaison between the mayor, the school district and the police officers and firefighters designated as “Healthy Heroes”. The Project Director will serve as the Foundation’s single point of contact during the grant term and provide quarterly financial and progress reports to the Foundation. All Foundation correspondence related to the Healthy Heroes Program will be addressed to the Project Director.

Mailing Address: P. O. Box 1800 City: Ocean Springs State: MS ZIP: 39566



Phone Number (Office): 228-875-6722 (Other): 228-875-4236 E-Mail: rnettles@oceansprings-ms.gov

Name of Program: Healthy Heroes Program

Amount Requested for this project: \$118,995

Projected Grant Term Start Date: September 2023 Projected Grant Term End Date: November 2024

### **Explanation of the Healthy Heroes Program**

The Blue Cross & Blue Shield of Mississippi Foundation established the Healthy Heroes Program to increase health literacy among students in grades K-5.

- The Healthy Heroes Program, program name, and program materials, are the property of the Blue Cross & Blue Shield of Mississippi Foundation and are not to be combined with any other programs, program names, or program materials.
- The Healthy Heroes Program is designed for students in grades K, 1, 2, 3, 4, and 5.
- The Healthy Heroes lessons are to be taught during regularly scheduled P.E. classes where students have room to exercise (toe-touches, jumping jacks, arms circles, etc.) without chairs or other objects that would obstruct activity. The school gym, open outside green space, and outside patios or concreted areas on the school property are suggested locations for teaching Healthy Heroes lessons and activities.
- The “Healthy Heroes,” whether uniformed police officers or uniformed firefighters, are to make a minimum of one visit in each school month during the grant term using only the materials provided by the Blue Cross & Blue Shield of Mississippi Foundation. School months are: August, September, October, November, December, January, February, March, April, and May. One day with one or more P.E. classes is considered to be one visit. More than one visit per school month may be made; however, the visits must be evenly distributed over the course of the grant term.
- For each of the visits to schools over the course of the grant period, the “Healthy Heroes” will:
  1. Teach a healthy eating lesson using the nutrition materials provided by the Blue Cross & Blue Shield of Mississippi Foundation.
  2. Teach a physical fitness lesson that includes exercise activities.
  3. Distribute an “I’m a Healthy Hero” sticker to each participating student. Stickers will be provided by the Blue Cross & Blue Shield of Mississippi Foundation at no cost.
  4. Lead a walk with students and faculty around the school or around the block, with the Healthy Heroes banner carried by individuals at the front of the group. Encourage administrators, parents, members of the community, and others to participate.

## **Strategic Goals of the Healthy Heroes Program**

The Healthy Heroes Program includes the following strategic goals:

1. Increase health literacy among K-5 students
2. Encourage parents and students to be more active with a result that they incorporate physical fitness activities into their daily schedules
3. Increase knowledge and influence decisions by parents and students in the selection of a greater number of healthier snacks and meals
4. Build positive life-long relationships among police officers and firefighters, students, parents and community members
5. Increase community engagement in health and wellness

If a Healthy Heroes Program grant is awarded, at the end of the grant term, the city will be required to provide a summary of how the city made progress toward each of the strategic goals.

## **Healthy Heroes Program Training**

No more than two “Healthy Heroes” (uniformed police officers, uniformed firefighters or a combination of a uniformed police officer and uniformed firefighter) will attend a one-day training session with a host city that has already successfully implemented the Blue Cross & Blue Shield of Mississippi Foundation Healthy Heroes Program. The Foundation will select the host city which could be located anywhere in Mississippi. Only the two “Healthy Heroes” are to attend the training session with the host “Healthy Heroes” (other city officials, community volunteers, family members, friends, etc. are not to attend the training session).

For the training session, the “Healthy Heroes” will accompany the host “Healthy Heroes” to make a school visit. At the school, the host “Healthy Heroes” will demonstrate how to use the program’s educational materials to teach healthy eating and exercise lessons to students in grades K-5.

There is no charge for the “Healthy Heroes” training session. Travel expenses to and from the training session are not reimbursed by the Foundation, the host “Healthy Heroes” or the cities they represent.

“Healthy Heroes” who are police officers will wear their law enforcement uniform to the training session. “Healthy Heroes” who are firefighters will wear their Class A or Class B uniform to the training session. “Healthy Heroes” are not to wear polo shirts, t-shirts or shorts to the training session.

After the training session, the Foundation will provide all Healthy Heroes Program materials necessary to conduct the program at no cost. Materials include:

1. Agenda for school visits
2. Banner
3. Two-sided nutrition education poster mounted on corrugated plastic
4. My Plate poster mounted on corrugated plastic
5. “I’m a Healthy Hero” stickers

If a Healthy Heroes Program grant is awarded, the “Healthy Heroes” training session with the host “Healthy Heroes” must be successfully completed before the Foundation will provide the grant funds to the city.

### **Project Narrative**

List the school names and grade levels of the local elementary schools in the school district.

Oak Park Elementary, Pecan Park Elementary, and Magnolia Park Elementary. All are grades levels K-3.  
Ocean Springs Upper Elementary School is grade levels 4-6.

The “Healthy Heroes” who will conduct school visits are (check only one box):

- ☐ Uniformed Police Officers
- ☐ Uniformed Firefighters
- ☒ Both Uniformed Police Officers and Uniformed Firefighters

Examples of the types of items or projects to be considered for funding include:

- Fitness equipment at a police station or fire station for use at no cost by all municipal employees (*Budget for this item is only for the fitness equipment (no construction) and must also include an item for the community such as P.E. equipment for a local school, a piece of outdoor playground or fitness equipment for the city park, etc.*)
- Outdoor fitness or play equipment for a city park
- Physical fitness equipment for schools’ physical education programs
- Community garden or greenhouse
- Enhancements to a local farmers’ market
- Pickleball court, splash pad or another item that promotes community well-being

Provide clear and concise explanations as to plans for implementing the Healthy Heroes Program.

1. How does the city plan to use Foundation grant funds should the Healthy Heroes Program be awarded?

The requested funds would be utilized to purchase and replace aging playground equipment presently located at the City of Ocean Springs Fort Maurepas Park. Many pieces of the existing playground equipment are broken or rusted and without shading. The park is located on Front Beach Drive which is a major highway coming through the city and across from a public beach and walking pier. Several neighborhoods are within walking distance of the park.

2. Describe the city’s goals for implementing the Healthy Heroes Program as it relates to the improvement or enhancement of community health and wellness. Progress toward completion of these goals will be reported to the Foundation quarterly, should the Healthy Heroes Program be awarded.

The goals that have been determined as they relate to this project are as follows:

1. Improve community interaction without uniformed police officers and firefighters.
2. Increase awareness of the importance of living a healthy lifestyle.
3. Encourage participation in exercise and outdoor activities.
4. Ultimately improve the overall quality of life for the citizens of Ocean Springs.

3. Provide an honest assessment of any risks or limitations of this project.

We believe the risks for this project to be minimal as it relates to the playground equipment itself. As for the limitations, we do not anticipate any that would affect this project.

4. Describe plans for sustainability after the end of the grant term with no additional grant funding from the Blue Cross & Blue Shield of Mississippi Foundation.

The City of Ocean Springs will budget annually any funding necessary for ongoing maintenance of equipment purchased with the utilization of this grant.

5. If the school district or K-5 schools restrict external visitors from entering school buildings, explain how the “Healthy Heroes” will conduct the monthly school visits (e.g., make virtual school visits, conduct visits outside on the school grounds, etc.).

While we do not anticipate any reason we would be restricted from entering the appropriate schools, we would utilize every means possible to see that the program is administered accordingly by working together with the school administration.

6. Explain whether the city will continue the monthly “Healthy Hero” visits to K-5 schools following the end of the grant term.

We are hopeful and expect this program to be a success and one that we can build from through relationships made during the administering of this program and continue beyond the grant term.

### **Project Budget**

The project budget should include a **detailed line item budget**. Direct expenses only are to be included (no overhead expenses or salaries/stipends). Describe the budget items for which the Blue Cross & Blue Shield of Mississippi Foundation would be financially responsible for funding. Attach supporting documentation (vendor/contractor quotes, estimates, images, etc.) for each project budget line item.

| Column A                 | Column B                                                                                                                           | Column C                                                                                  |
|--------------------------|------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|
| Project Budget Line Item | Description<br>(Clearly define the items for which the Foundation will be financially responsible. Rows will expand while typing.) | Amount<br>(Round to the nearest dollar. Amounts to include any shipping, freight or tax.) |

|                                                                     |                                                                                                                                                                                                                                                              |          |
|---------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| Playground Equipment by Landscape Structures for Fort Maurepas Park | <p>Smart Play Beachcomber for ages 5-12, includes integrated shade \$78,840</p> <p>Friendship swing on single post swing frame \$4,135</p> <p>Curva Spinner \$2,395</p>                                                                                      | \$85,370 |
| Installation of Playground Equipment                                | Includes unloading and installation of all equipment to manufacturers' and industry specifications                                                                                                                                                           | \$26,625 |
| Shipping of Playground Equipment                                    | Shipping                                                                                                                                                                                                                                                     | \$7,000  |
|                                                                     | Playground tuft safety surfacing (includes installation and freight) \$67,210 to be paid by the City of Ocean Springs at no cost to the grant.                                                                                                               | \$0      |
|                                                                     | <p>Curbing for turf beside the natural grass \$6,500 to be paid by the City of Ocean Springs at no cost to the grant.</p> <p>The city will also provide funds for all site work and demolition of existing playground equipment at no cost to the grant.</p> | \$0      |

**TOTAL BUDGET: \$118,995**

- Provide details of other funders approached to support this project. None
- Provide details of any funding already received or anticipated to be received for this project. None

### **Project Budget Checklist**

- ☒ All items listed and described in Column B for each of the budget lines should total the amount provided in Column C for each corresponding budget line.
- ☒ Project budget line item totals in Column C are rounded to the nearest dollar (i.e., \$2,174.85 = \$2,175).



- ☒ The Total Budget matches the “Amount Requested” in the “Project Information” section on page 2 of the Grant Application.
- ☒ Supporting documentation (vendor/contract quotes, estimates, online shopping cart, etc.) for each project budget line item is attached.

### **Project Timeline**

Provide a timeline for the Healthy Heroes Program as it relates to the improvement or enhancement of community health and wellness. The timeline should relate to the items proposed to be purchased with Foundation grant funds, progress toward completion of the Foundation’s strategic goals and progress toward completion of the city’s goals to improve or enhance community health and wellness. Do not include plans for “Healthy Heroes” school visits in the timeline.

| <b>Grant Reporting Period</b>                     | <b>Activities Planned Related to Purchase of Items in the Project Budget</b>                                                                                                                                                                   |
|---------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Grant Reporting:<br>September – November 2023     | Advertise and accept bids for upgrades to City of Ocean Springs Fort Maurepas Park.<br><br>Place order for the new playground structure to be placed at Fort Maurepas Park.                                                                    |
| Grant Reporting:<br>December 2023 – February 2024 | Award construction contract for the Fort Maurepas Park upgrades.<br><br>Complete all construction in preparation for the new playground structure installation.<br><br>Receive and install the new playground structure at Fort Maurepas Park. |
| Grant Reporting:<br>March – May 2024              | Hold a ribbon-cutting event at Fort Maurepas Park to raise community and visitor awareness about the new play structure.                                                                                                                       |
| Grant Reporting:<br>June – August 2024            | Continue to raise community and visitor awareness about the new play structure at Fort Maurepas Park to encourage outdoor summer activities through the city’s website and social media accounts.                                              |
| Grant Reporting:<br>September – November 2024     | Work to finalize all grant reporting, including a final accounting statement, to be provided to the Blue Cross & Blue Shield of Mississippi Foundation.                                                                                        |

### **Final Checklist for Application**

Incomplete applications (defined as missing one or more of the components listed below) will not be considered for funding and will be returned to the applicant. In two separate PDF files, please email the Grant Application and Attachments to **Foundation@bcbsms.com**. The two PDF files should be:

#### ***PDF file 1: Application Section:***

The completed Grant Application will include the following (*check the box next to each item to indicate the item is included in the Application Section*):

☒ Municipal Information; ☒ Project Information; ☒ Project Narrative; ☒ Project Budget; and ☒ Project Timeline

#### ***PDF file 2: Attachments Section:***

The completed Grant Application will include the following attachments (*check the box next to each item to indicate the item is included in the Attachments Section*):

- ☒ Resume of the Project Director (label as Exhibit A)
- ☒ Describe the municipality's population and demographics, limited to one paragraph (label as Exhibit B)
- ☒ Memorandum of Understanding or Letter of Agreement with the school district superintendent for the 2023-2024 and 2024-2025 school years, agreeing to cooperate together with the city as it relates to the Healthy Heroes Program. For your convenience, attached is an example template for a MOU. This example template is for reference only and is not legal advice. You may want to develop your own MOU with the school district. (label as Exhibit C)
- ☒ Supporting documentation (vendor/contract quotes, estimates, online shopping cart, etc.) for each project budget line item is attached.

**By signing this application, I acknowledge on behalf of my organization that this document only serves as an application for a grant from the Blue Cross & Blue Shield of Mississippi Foundation and the information contained herein is accurate. The Foundation is under no obligation to award a grant to my organization or to fund our project.**

  
**Mayor's Signature**

7-18-23

**Date**





# RAVIN F. NETTLES

## EXPERIENCE

### EXECUTIVE ASSISTANT TO THE MAYOR AND BOARD OF ALDERMEN

- 228-343-2102 City of Ocean Springs November 2021 - present Gulfport, MS  
 ravincfloyd@gmail.com  
 Gulfport, MS
- Oversees all administrative functions of the Office of the Mayor, constituent relations, logistical and travel coordination
  - Writes press releases, talking points, speeches, proclamations, and articles for use in local, national, and global media, ghostwrites requested position letters and support requests.
  - Develops content/maintain the official city website
  - Maintains and analyzes official accounts on Facebook, Twitter, and Instagram.
  - Plans, develops, organizes, markets and executes all City-sponsored special events
  - Worked with departments to support initiatives and related communications

## EDUCATION

Bachelor of Science  
**Entertainment Management/  
 Public Relations**  
 THE UNIVERSITY OF SOUTHERN  
 MISSISSIPPI  
 Hattiesburg, MS  
 2008-2012

### SPECIAL SERVICES BOOKKEEPER/ADMINISTRATIVE ASSISTANT

- Gulfport School District October 2019 - June 2021 Gulfport, MS
- Received, counted, deposited receipts and issued all money generated in petty cash
  - Posted, balanced, reconciled and reported the disposition of funds to supervisor
  - Prepared requisitions for routine department acquisitions as directed.
  - Maintained records of all monetary transactions since such funds may be audited
  - Answered telephone; takes and receives messages; runs errands and assists with projects.
  - Worked with vendors, companies and contracted employees
  - Planned budget funds and allocated to needs accordingly
  - Wrote and maintained fiscal year budgets

## SKILLS

Microsoft Office  
 Adobe Creative Suite  
 Highly Organized  
 Knowledge of Social Media  
 Excellent Administrative Skills  
 Event Management  
 Written and Verbal Communication  
 Detail Oriented  
 Critical Thinking  
 Active Listening  
 Project Management  
 Quality Customer Service

### PROJECT MANAGER

- DigiPro Media, LLC September 2017 - September 2019 Pensacola, FL
- Planned project resources
  - Managed project resource allocation
  - Assembled and leads project teams
  - Monitored progress of projects to ensure they were delivered on-time, within scope and budget of the contract
  - Created and maintained comprehensive project documentation
  - Developed project scopes and objectives
  - Measured project performance using appropriate systems, tools and techniques
  - Managed issues and risks of a project
  - Planned and produced content for company initiatives and other projects
  - Edited internal and external communications for the company

### PUBLIC RELATIONS SPECIALIST

- City of Pascagoula June 2016 - September 2017 Pascagoula, MS
- Wrote and/or edited organizational and informational publications for internal and external audiences, as appropriate. This included articles, newsletters, and memos for distribution to employees and the public
  - Conducted research on public relations issues to address questions raised by employees and citizens





# RAVIN F. NETTLES

## VOLUNTEER

### **Class Member**

**JUNIOR-AUXILIARY OF  
GULFPORT**  
Harrison County  
2020 - present

### **Board of Directors**

**BILOXI MAIN STREET**  
City of Biloxi  
2020-2022

### **Emerge - Promote Chair**

**JACKSON COUNTY CHAMBER  
OF COMMERCE**  
2017

**Kiwanis of Pascagoula Member**  
**KIWANIS INTERNATIONAL**  
2016-2017

**Coast Young Professionals Member**  
**MISSISSIPPI GULF COAST  
CHAMBER OF COMMERCE**  
2016-2017

**WINGS Advisory Board Member**  
**LYNN MEADOWS  
DISCOVERY CENTER**  
2013-2017

**Chamber Assistant Team Member**  
**OCEAN SPRINGS  
CHAMBER OF COMMERCE**  
2014-2016

### **Chamber Ambassador**

**JACKSON COUNTY  
CHAMBER OF COMMERCE**  
2015-2017

**Jackson County Leadership Class**  
**JACKSON COUNTY CHAMBER OF  
COMMERCE**  
2015

- Planned and directed the development of informational programs to maintain favorable public perceptions of the City's accomplishments and agenda including presentation and communication of information developed
- Developed and created presentations to organizations and groups relative to the state of the city and miscellaneous city activities
- Created PowerPoint presentations for public and employee presentations
- Presented to groups, including employee groups and general public
- Assisted in the publishing of employee policy manual/handbook. Creatively presented data to employees and the public through traditional and social media avenues
- Assisted in holding media interviews
- Maintained city's website, creating updates and calendars for the general public
- Served a primary role in planning in all city events and initiatives
- Served as a project manager in all public relations projects, including the development of the municipal website
- Developed strategic social presence to recruit tourism and industry for increased tax revenue
- Developed and implemented City's social media presence and marketing initiatives
- Served as a liaison to the public by representing the City at various community and civic functions

## **PUBLIC RELATIONS OFFICER AND EXECUTIVE ASSISTANT**

City of Ocean Springs

March 2014 - June 2016

Ocean Springs, MS

- Oversaw all administrative functions of the Office of the Mayor, including official correspondence, maintaining a 380,000 budget, constituent relations, logistical and travel coordination, and assisting in business recruitment/economic development efforts.
- Wrote press releases, talking points, speeches, proclamations, and articles for use in local, national, and global media, ghostwrites requested position letters and support requests.
- Assumed the role of Public Information Officer during a state of emergency—falls second in command under the Emergency Operations Manager during emergency operations.
- Developed content/maintain the official city website: ci.ocean-springs.ms.us
- Maintained and analyzed official accounts on Facebook, Twitter, and Instagram.
- Planned, developed, organized, marketed and executed all City-sponsored special events
- Developed relationships with business owners in the community
- Worked with departments to support initiatives and related communications
- Coordinated all outreach/philanthropic efforts

## **NEWS ASSISTANT**

Sun Herald Multimedia

Aug. 2012 - March 2014

Gulfport, MS

- Assisted editors with daily operations to produce a daily paper
- Served as a liaison between subscribers and newsroom
- Managed special projects of the paper
- Updated and maintained events calendar section of the Sun Herald
- Designed the obituary page of the Sun Herald
- Assisted with social media aspects of the paper
- Wrote entertainment articles



|                  |                   |                   |                 |
|------------------|-------------------|-------------------|-----------------|
| 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 |



228.875.4236 | [www.oceansprings-ms.gov](http://www.oceansprings-ms.gov)

### Population & Demographics Description

The City of Ocean Springs lies on the coast of Mississippi on the Gulf of Mexico and consists of 11.55 square miles with a population of 18,662 according to the latest census data. The demographic makeup is 79.0% white, 21% other, with 49.2% being female, and 24.1% under the age of 18 in relation to the overall population.



RECEIVED

JUL 05 2023

Ocean Springs  
School District  
Business Office

### Memorandum of Understanding

This Memorandum of Understanding ("this MOU") is between the City of Ocean Springs, hereinafter referred to as the "City," and the Ocean Springs School District, hereinafter referred to as the "School District," both of which are organized and existing under the laws of the State of Mississippi and located in Jackson County.

*The following premises apply:*

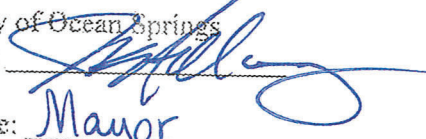
1. The School District agrees to permit the City to implement the Healthy Heroes Program for the 2023-2024 and 2024-2025 school years at the following elementary schools (Oak Park Elementary, Pecan Park Elementary, Magnolia Elementary) through the events and activities described herein: Healthy Hounds will include healthy nutrition lessons and physical fitness activities led by our hometown heroes from the Ocean Springs Fire Department and the Ocean Springs Police Department.
2. The City agrees to notify and schedule the Healthy Heroes Program events and activities listed above with the School District in advance of the events and activities being held. All costs associated with the Healthy Heroes Program will be paid by the City.

*General Understanding of the Parties:*

1. The Memorandum of Understanding shall be construed under the laws of the State of Mississippi (without regard to conflict-of-law principals). The parties consent to the jurisdiction and venue of the Federal and State Courts of the Southern District of Mississippi.
2. Nothing in this Memorandum of Understanding is intended or shall be deemed to constitute a partnership, agency, employer-employee, or a joint venture relationship between the City and the School District. Neither party shall incur any liabilities nor any obligation of any kind (express or implied) for the other, except to the extent, if at all, specifically provided herein.
3. This Memorandum of Understanding may be amended or modified only by an instrument in writing duly executed by the parties hereto.
4. This Memorandum of Understanding shall not be delegated or assigned by either party without prior written consent of the other party.
5. In no event shall either party be liable to one another for any indirect, special, incidental, punitive or consequential damages to the extent permitted by Mississippi law.

In witness hereof, the parties have caused this Memorandum of Understanding to be executed by these respective officers who have been duly authorized to execute this Memorandum of Understanding.

City of Ocean Springs

By: 

Title: Mayor

Date: 07/18/2023

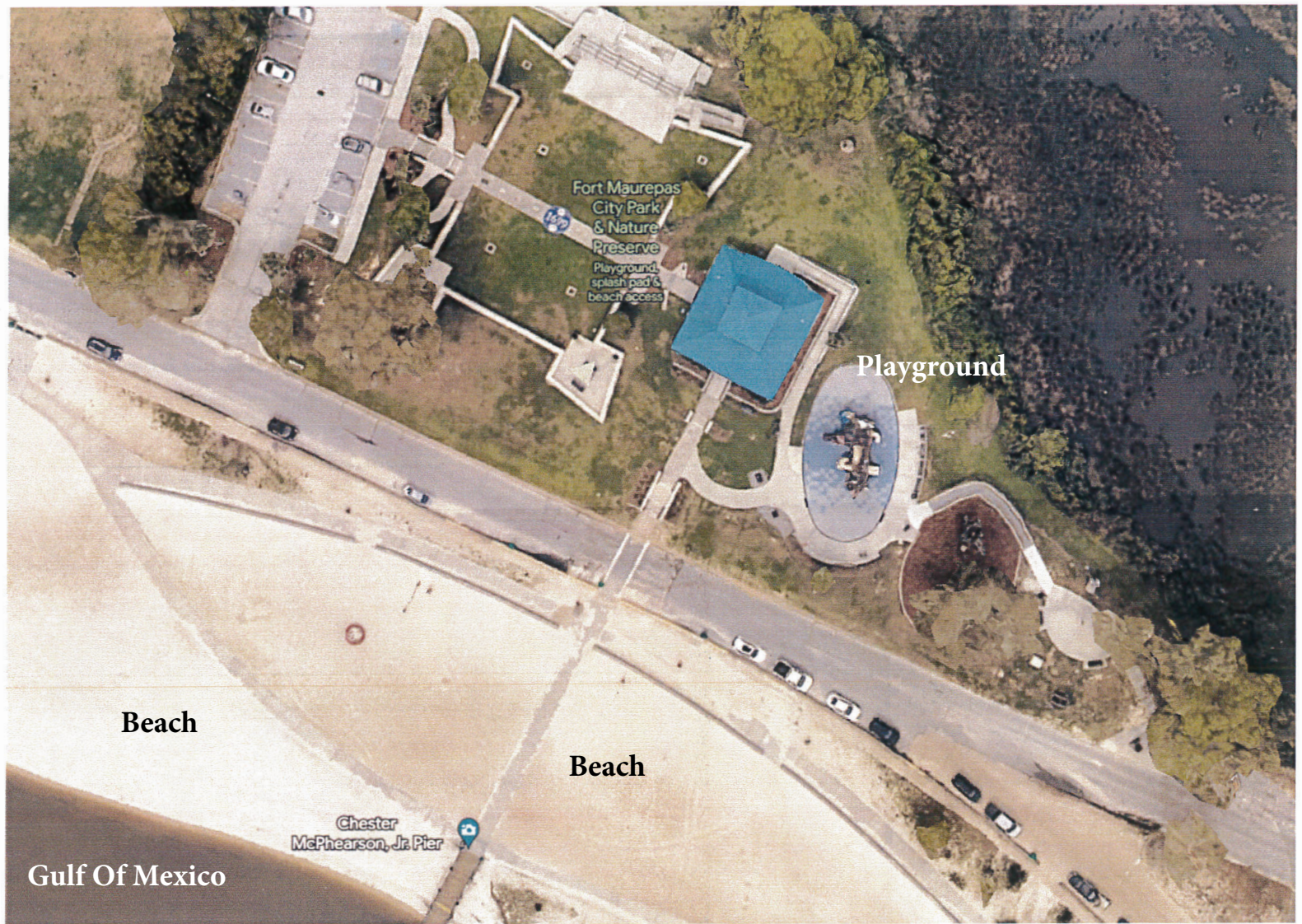
Ocean Springs School District

By: 

Title: Superintendent

Date: 7/12/2023









ALL PURCHASE ORDERS, CONTRACTS, AND  
CHECKS TO BE MADE OUT TO:  
**LANDSCAPE STRUCTURES, INC**  
301 7TH STREET SOUTH  
DELANO, MN 55328  
763.972.5200

# PROPOSAL

July 20, 2023  
DATE

CONTACT: Patti Gaston, Ocean Springs City Clerk  
PHONE: \_\_\_\_\_  
EMAIL: pgaston@oceansprings-ms.gov  
  
SHIP TO: Fort Maurepas Park  
499 Front Beach  
Ocean Springs, MS 39564  
  
BILL TO: Please advise  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Destination \_\_\_\_\_  
F.O.B. \_\_\_\_\_  
FREIGHT ☒ Prepaid ☐ Collect

Terms \_\_\_\_\_

**Eq. Pricing Good for 30 Days from Date of Proposal**  
All Other Pricing Good for 30 Days from Date of Proposal

We are pleased to submit this proposal to supply the following work:

| QTY                                                             | ITEMS  | DESCRIPTION                                                                                                       | UNIT AMT | EXTENDED AMT |
|-----------------------------------------------------------------|--------|-------------------------------------------------------------------------------------------------------------------|----------|--------------|
| <b>Fort Maurepas City Park &amp; Nature Preserve Playground</b> |        |                                                                                                                   |          |              |
| 1                                                               |        | <b>Playground Equipment by Landscape Structures</b>                                                               |          |              |
|                                                                 |        | Smart Play Beachcomber for ages 5 - 12, includes integrated shade                                                 |          | \$ 78,840.00 |
| 1                                                               |        | Friendship Swing on Single post swing frame                                                                       |          | \$ 4,135.00  |
| 1                                                               |        | Curva Spinner                                                                                                     |          | \$ 2,395.00  |
|                                                                 |        | <b>Equipment Subtotal</b>                                                                                         |          | \$ 85,370.00 |
|                                                                 |        | <b>Safety Surfacing under</b>                                                                                     |          |              |
|                                                                 |        | On separate quote.                                                                                                |          | \$ -         |
|                                                                 |        | <b>Installation</b>                                                                                               |          |              |
|                                                                 |        | Installation: Includes unloading and installation of all equipment to manufacturers' and industry specifications. |          | \$ 26,625.00 |
|                                                                 | Notes: | Standard Terms and Conditions for Installation Apply                                                              |          |              |
|                                                                 |        | MS Sales Tax Exempt Certificate required or sales tax will be applied                                             |          |              |

SIGNATURE BELOW ACCEPTING THIS PROPOSAL WILL CONSTITUTE A PURCHASE  
ORDER ONLY UPON APPROVAL BY MOONSHOT RECREATION, LLC. CUSTOMER  
RECEIPT OF AN ORDER ACKNOWLEDGEMENT CONSTITUTES SUCH APPROVAL.  
This proposal does not include taxes, permits, or any fees.

ACCEPTED BY CUSTOMER \_\_\_\_\_ DATE \_\_\_\_\_  
PRINT NAME \_\_\_\_\_  
7/20/2023  
PROPOSED BY LSI REPRESENTATIVE \_\_\_\_\_ DATE \_\_\_\_\_  
Laurie Alley, President, Moonshot Recreation, LLC  
PRINT NAME \_\_\_\_\_

|                  |                      |
|------------------|----------------------|
| SUBTOTAL         | \$ 111,995.00        |
| SHIPPING         | \$ 7,000.00          |
| Total Before Tax | \$ 118,995.00        |
| TAX              | TBD                  |
| <b>Total</b>     | <b>\$ 118,995.00</b> |



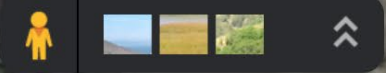
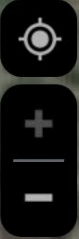
Moonshot Recreation is an authorized dealer for Landscape Structures

# FORT MAUREPAS PARK

## Ocean Springs, MS

### BEACHCOMBER PLAYGROUND OPTIONS

Fort Maurepas Park  
Google Earth View

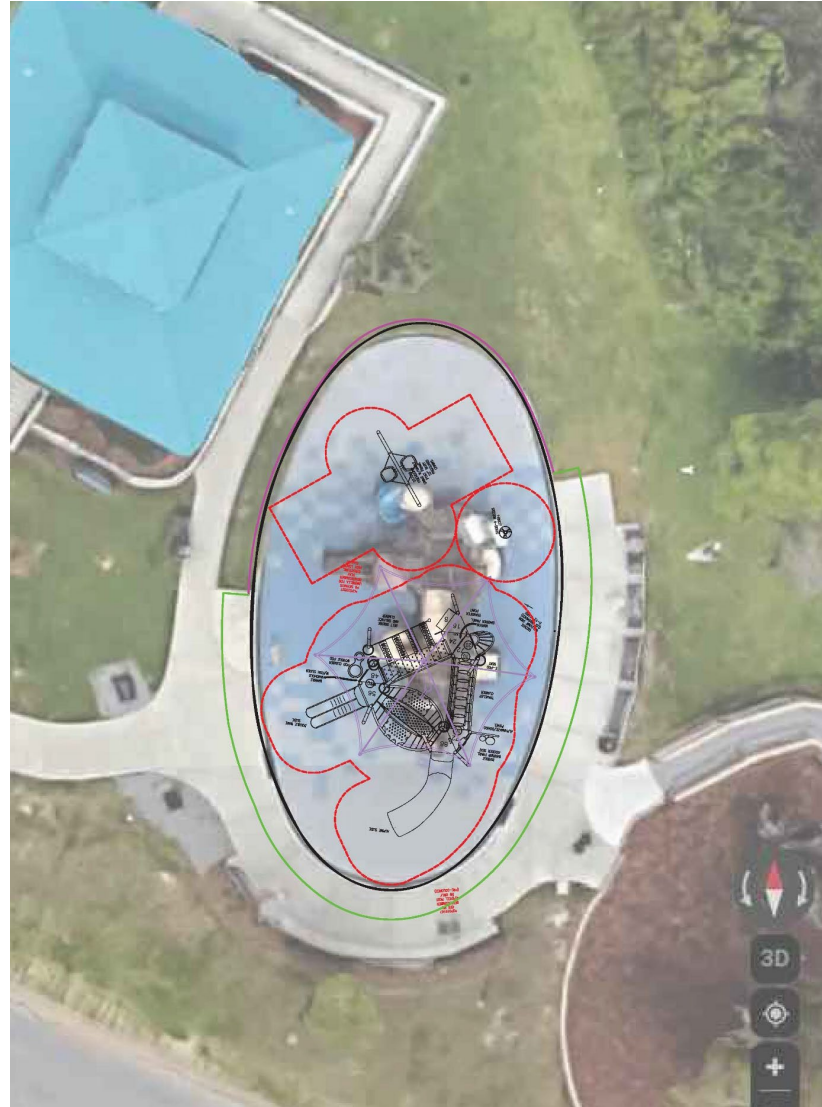




# **PHASE 1**

- **Beachcomber**
- **Friendship Swing**
- **Curva Spinner**

**Single Post Swings**



**Beachcomber w/ Shade**



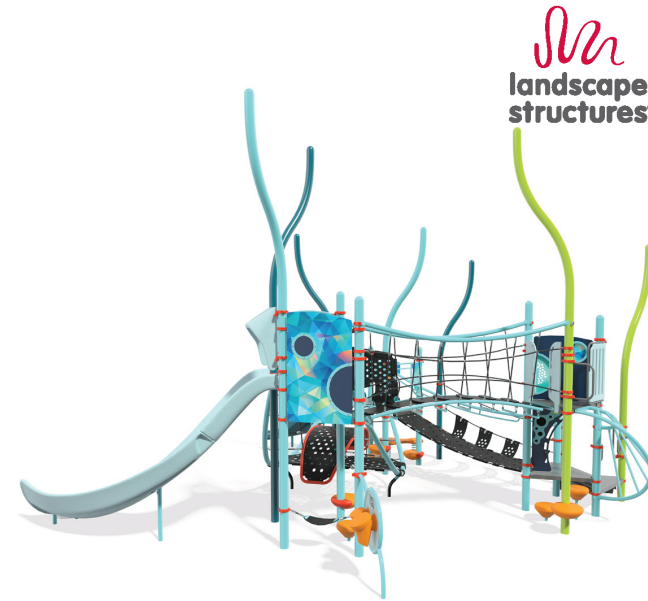
**Curva Spinner**



## Beachcomber – Smartplay by Landscape Structures



# Smart Play® BeachComber®



## Sensory Systems Engaged

Vestibular+  
Proprioception  
Tactile  
Visual  
Auditory

## Cognitive Skills

Problem Solving  
Strategic Thinking

## Motor Skills

Agility, Balance, Coordination,  
Endurance, Fine Motor,  
Eye-hand Coordination, Motor Planning,  
Core, Upper & Lower Body Strength

## Social Skills

Cooperation  
Social Skill Development  
Imaginative Play

The BeachComber provides children with multiple ways to imagine playing in the waves at the beach. Children can transfer into the structure at several points. The transfer point and Wobble Pod® Bouncer give access to the Belt Bridge and Balance Climber where children can sway along with their friends. They can also transfer into the Tidal Wave Climber to pretend splashing in the water with friends. Other ways to climb into and on the structure in this ocean of fun include the Sunbeam Climber and the Traveler Climber. Each one challenges children to work their motor planning skills as they play. Children can engage in sensory play at the Mirror Panel, Bongo and Alphamaze Panel™ and the Marble Handhold Panel with Fish Sliders. Besides climbing through the waves, children can experience sliding on the Double Wave Slide or experience the thrill of swooping down the Alpine™ Slide. Every child will find a place to play in this ocean of waves.



**BEACHCOMBER WITH INTEGRATED SHADE**





# Friendship Swing

**Multi-user swing allows friends and entire families to swing together**



**It is easy to access for individuals of varying abilities and all ages!**







One-Size-Fits-All  
Multi-User Swing  
Face-to-Face Design  
Encourages interaction  
with peers & family





# Curva Spinner





# CERTIFICATIONS

We're proud to lead the way and promote healthy lifestyles for children and families, a cleaner environment and strong communities. We're a founding member of the International Play Equipment Manufacturers Association (IPEMA™), an organization that helps ensure quality and safety for all playground equipment. In addition, we are certified to both ISO 9001:2015 and ISO 14001:2015 standards, which help ensure that all of our products are safe for children and the environment, and that our equipment is consistently manufactured to the highest-quality standards. In fact, we were the first North American playground equipment manufacturer to be ISO 14001 certified.



Landscape Structures is a member in good standing of **IPEMA**, the **International Play Equipment Manufacturers Association**. IPEMA is a member-driven, international trade organization that represents and promotes an open market for manufacturers of play equipment. In the interest of playground safety, the International Play Equipment Manufacturers Association (IPEMA) provides a Third Party Certification Service whereby a designated independent laboratory, TÜV SÜD America Inc., (TÜV), validates an equipment manufacturer's certification of conformance to the ASTM F1487 Standard Consumer Safety Performance Specification for Playground Equipment for Public Use, except sections 7.1.1, 10, 13.1.1, 13.1.2, 13.2, and 13.3; to CAN/CSA Z614 Children's Playspaces and Equipment, except clauses 10 and 11; or both. A list of current validated products may be viewed at [www.ipema.org](http://www.ipema.org). The International Play Equipment Manufacturers Association (IPEMA) provides a third-party certification to ensure product conformance to

specific ASTM and/or CSA standards. Each product promoted here, if certified by IPEMA, includes the name and model number for you to search the IPEMA website for verification. To verify product certification, visit [www.ipema.org](http://www.ipema.org) and conduct a search. The use zone and fall height requirements in this publication are shown to ASTM standards. The requirements for other standards may be different. According to the CSA, playground maintenance and inspection is a continuous and integral part of budgetary costs. The cost of inspection and maintenance shall be considered and incorporated into the budget at the time of design, purchase of equipment and installation (11.1.1 Budgeting).

**International Play Equipment Manufacturers Association**  
2207 Forest Hills Drive  
Harrisburg, PA 17112  
[www.ipema.org](http://www.ipema.org)

**The Consumer Product Safety Commission (CPSC)** is a governmental organization that provides technical safety guidelines for designing, constructing, operating and maintaining public playgrounds.

**U.S. Consumer Product Safety Commission**  
4330 East West Hwy.  
Bethesda, MD 20814  
[www.cpsc.gov](http://www.cpsc.gov)

 **ASTM International**, formally known as American Society for Testing and Materials, is an international

standard organization that develops and publishes voluntary consensus technical standards for a wide range of materials, products, systems and services. In 1993, the ASTM published "Standard Consumer Safety Performance Specifications for Playground Equipment for Public Use," designation F1487-93. ASTM is more technical than the CPSC. ASTM revised its old standard and published a new standard in 1995, 1998, 2001, 2005, 2007, 2011, 2017, and again in 2021.

**American Society for Testing and Materials**  
100 Barr Harbor Dr.  
P.O. Box C700  
West Conshohocken, PA 19428  
[www.astm.org](http://www.astm.org)

**The Canadian Standards Association**  
Nearly all equipment developed by Landscape Structures is certified to meet CAN/CSA Z614-20, the Children's Playspaces and Equipment Standard, through IPEMA.

 **The European Standard** was developed by the European Committee for Standardization. The majority of Landscape Structures products have been designed to be TÜV certified by a third-party validator to EN 1176: 2017, the European Standard for Playground Equipment.

**Products covered under the scope of the Standard are certified to ASTM F1487, Standard Consumer**

Safety Performance Specification for Playground Equipment for Public Use, and Canadian Standards Association (CSA) Standard CAN/CSA Z614, Children's Playspaces and Equipment; or both, except as noted.

Virtually all of the products displayed in this catalog have been certified to be in conformance with the European Standard EN 1176, Parts 1-6 and 11. TÜV Product Service, Danvers, Mass., is the certifying engineering agency for Landscape Structures' products. The ISO 9001:2015 standard and the ISO 14001:2015 standard provide guidelines for establishing our quality and environmental programs ([www.iso.org](http://www.iso.org)).

 **AISC CERTIFIED FABRICATOR**

AISC Certification demonstrates our commitment to building in quality from the beginning. By complying with the rigorous standards established by the most recognized national quality certification program for the structural steel industry, you can feel confident about the superior quality of our SkyWays® shade products. SkyWays—our Dallas, Texas-based commercial shade and playground equipment manufacturing facility—has successfully completed its Approved Fabricator Certificate by the IAS-accredited building

department of Clark County, Nevada. This certification demonstrates a commitment to top-quality manufacturing processes.

 **ISO 9001:2015** has a process-oriented structure, is customer focused and emphasizes continuous improvement in quality.

 **ISO 14001:2015** drives us toward operating in a manner that is environmentally conscious.

 **AUTHORIZED IACET PROVIDER**

 **LA/CES**

**AIA Continuing Education Provider**

Landscape Structures has been approved as an Authorized Provider of continuing education and training by the International Association for Continuing Education and Training (IACET), the Landscape Architecture Continuing Education System™ (LA CES) and the American Institute of Architects (AIA).

For additional information or copies of our certifications, please contact your Landscape Structures playground consultant.

# THANK YOU

## Contact

Laurie Alley, President  
601-813-2801  
[laurie@moonshotrecreation.com](mailto:laurie@moonshotrecreation.com)

Ceili Hale, Project Manager  
601-427-1090  
[ceili@moonshotrecreation.com](mailto:ceili@moonshotrecreation.com)



**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](http://www.oceansprings-ms.gov)

## MEMORANDUM

To: Mayor & Board of Aldermen

From: Ravin Nettles, Community Development

Re: Authorize \$500 sponsorship for the Jackson County Animal Shelter Pets – “Paddle For Paws” event

Section: CONSENT AGENDA

Meeting Date: August 15, 2023

I respectfully request consideration to support the Friends of Jackson County Animal Shelter Pets annual “Paddle for Paws Poker Float” event that will be held on September 16, 2023. The purpose of the event is to bring awareness to the organization and raise funds for the 550+ animals they rescue each year. They would like to invite the City of Ocean Springs to become “Pack Leader” which is a \$500 sponsorship and we will receive our logo on the event banner, event tee-shirts, and all printed and digital media, as well as registration for 2 paddlers for the event.

Last year, the City contributed a \$500 sponsorship.



# It's Time to Register!

## September 16, 2023

from **Lighthouse Park, Pascagoula**

815 Cypress Ave., Pascagoula



**REGISTER NOW**  
From Our Facebook Page  
**@paddleforpawspokerfloat**

**Motorized Boats & Vehicles**  
are welcome too!

The Raffle is **OPEN** to the Public

**Other Stops:** Brady's, River Front Park, Huck's,  
Mary Walker Bayou & Bonus Water Stop

# \$45

## Registration Fee

*Includes: 1 Game Card, 2 Raffle Tickets, 1 Meal  
and 1 Event T-Shirt (if registered by 8/25/23)*

**Register by  
August 25  
to get a T-Shirt**

**Additional Game Cards and Raffle Tickets Can Be Purchased @ Event so Bring Some Cash!**

**ADOPTABLE Pets**

**Lots of Raffle Items!**

**Split-the-Pot**

**FOOD**

**& "Best Hand" Prizes**



Follow Us On Facebook @paddleforpawspokerfloat For Most Updated Info

9 a.m.  
Check-In Begins  
Raffle & Ticket Sales Open

3 p.m.  
Punch Cards DUE  
Raffle Closes

Followed by ...  
Raffle Drawings\*  
Split-the-Pot Drawing\*  
Best Hand Awarded

*\*must be present to win drawings*

**ALL Proceeds Benefit**



**FJCASP** is a 501c3 Non-Profit Animal Rescue  
Organization operated entirely by volunteers.  
In **2022**, our volunteers rescued, treated and saved  
the lives of **429 dogs and cats** and spent \$107K.

**100% of funds raised are used for the animals rescued by "Friends"**

## Want to be a Sponsor?

Email [fjcaspfundraiser@gmail.com](mailto:fjcaspfundraiser@gmail.com) or [fjcasp@gmail.com](mailto:fjcasp@gmail.com)



|                  |                   |
|------------------|-------------------|
| 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](http://www.oceansprings-ms.gov)

## MEMORANDUM

To: Mayor & Board of Aldermen

From: Ravin Nettles, Community Development

Re: Approve event sponsorship for the 2023 Labor Day Artwalk on September 2, 2023, in downtown Ocean Springs

Section: CONSENT AGENDA

Meeting Date: August 15, 2023

I respectfully request approval for the City to be a sponsor for the 2023 Labor Day Artwalk. This event will promote and advertise the City of Ocean Springs in exchange for using special event signs and trashcans. The 2023 Labor Day Artwalk is Saturday, September 2, 2023 from 10:00 a.m. - 4:00 p.m. in downtown Ocean Springs. The Labor Day Artwalk is sponsored by the Ocean Springs Chamber of Commerce - Main Street - Tourism.



|                       |                   |
|-----------------------|-------------------|
| <b>Kenny Holloway</b> | <b>Mayor</b>      |
| 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](http://www.oceansprings-ms.gov)

## MEMORANDUM

To: Mayor & Board of Aldermen

From: Ravin Nettles, Community Development

Re: Authorize the Mayor to sign the agreement to contract with The Network for Friday at the Fort on September 29, 2023, at Fort Maurepas Park, from 6:00-9:00 p.m.  
The cost will be \$1,800

Section: CONSENT AGENDA

Meeting Date: August 15, 2023

Request approval to allow the mayor to sign the agreement to contract with The Network for Friday at the Fort on September 29, 2023, at Fort Maurepas Park. The band will play from 6:00-9:00 pm. The cost will be \$1,800.



~ THE NETWORK ~

420 COVE DR. – BILOXI, MS 39531

Ph: 228-669-5859 ~ Email: Tony@coastalinc.com

|                              |             |                   |                      |
|------------------------------|-------------|-------------------|----------------------|
| ARTIST ENGAGEMENT CONTRACT # | <b>1001</b> | Date of Contract: | <b>JUNE 22, 2023</b> |
|------------------------------|-------------|-------------------|----------------------|

|                                  |                                   |
|----------------------------------|-----------------------------------|
| ARTIST: <b>THE NETWORK</b>       |                                   |
| Purchaser: CITY OF OCEAN SPRINGS | (Event Rep): MAYOR KENNY HOLLOWAY |

It is mutually agreed between the parties as following: **PURCHASER** hereby engages **ARTIST** and **ARTIST** hereby agree to perform the event hereinafter provided, upon all the terms and conditions herein set forth.

|                   |                                       |
|-------------------|---------------------------------------|
| Date of Event:    | FRIDAY – SEPTEMBER 29, 2023           |
| Start Time:       | 6:00-9:00 pm (Approximate start time) |
| Place of Event:   | <b>FORT MAUREPAS PARK</b>             |
| Physical Address: | 499 FRON BEACH, OCEAN SPRINGS, MS     |
| Purpose of Event: | LAST FRIDAY                           |

|                         |            |                    |
|-------------------------|------------|--------------------|
| FULL PRICE AGREED UPON: | \$1,800.00 | (SPECIAL PRICE RC) |
| DEPOSIT:                | \$-0-      |                    |
| BALANCE DUE:            | \$1,800.00 |                    |

|                     |                                                                  |
|---------------------|------------------------------------------------------------------|
| SPECIAL PROVISIONS: | STAGE, PA, LIGHTS AND SOUND ENGINEER TO BE PROVIDED BY PURCHASER |
|---------------------|------------------------------------------------------------------|

\*\*\* If event is to be performed OUTSIDE please read and sign the **ADDITIONAL TERMS AND CONDITIONS** on page TWO (2) located on the back of this page.\*\*\*



|                                            |                                               |
|--------------------------------------------|-----------------------------------------------|
| Purchasers/Representative Name:            | MAYOR KENNY HOLLOWAY                          |
| Purchasers/Representative mailing address: | 1018 Porter Avenue<br>Ocean Springs, MS 39564 |
| Purchasers/Representative cell#:           | 228-669-0603                                  |
| Additional Phone number:                   |                                               |
| Purchasers/Representative email address:   |                                               |
| Additional email address: (Raven)          | rnettles@oceansprings-ms.gov                  |
| Purchasers/Representative Signature:       | X _____                                       |

|                           |                |                                                                                      |
|---------------------------|----------------|--------------------------------------------------------------------------------------|
| THE NETWORK               | Tony Miguez    |                                                                                      |
| Representative Signature: |                | X  |
| Representative Cell #     | (228) 669-5859 | Email: <a href="mailto:Tony@coastalinc.com">Tony@coastalinc.com</a>                  |

### **ADDITIONAL TERMS AND CONDITIONS FOR OUTDOOR EVENTS**

- #1- If event is to be held **OUTDOORS** the **PURCHASER** will provide the following:
- (A) **A TENT** with roll-down sides that will **COMPLETELY** cover the **ARTIST** and **ARTIST** equipment. (Direct sunlight and moisture from falling dew or rain damages **ARTIST** equipment and cancels the **ARTIST** performance)
  - (B) **Three (3), Twenty (20) amp electrical circuits** solely for the use of the **ARTIST** within fifty (50) feet of the stage. (minimum amps to power **ARTIST** equipment for performance)
  - (C) **A STAGE** with the minimum dimensions: Eight (8) feet deep x sixteen (16) wide x a minimum of six (6) inches elevated off of the ground. (Protects equipment incase of liquids gathering on ground/floor)
  - (D) **A suitable alternative INDOOR location** in case of lightning, cold, wet or **ANY** impending inclement weather. **ARTIST** must be made aware of said alternative **INDOOR** location **BEFORE ARTIST** sets **ARTIST** equipment. **ARTIST** sets up equipment only **ONE TIME** and are **NOT** required to move or re-set up equipment.
  - (E) **ARTIST HAS SOLE AND EXCLUSIVE RIGHT TO STOP ARTIST PERFORMANCE IF WEATHER CONDITIONS CONSTITUTE A SAFETY OR HEALTH HAZARD TO IT'S MEMBERS. ARTIST SHALL BE ENTITLED TO FULL COMPENSATION AS AGREED UPON IN THIS CONTRACT.**

I, X N/A understand the **ADDITIONAL TERMS** and **CONDITIONS** pertained to an outdoor event contract.



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](http://www.oceansprings-ms.gov)

## MEMORANDUM

To: Mayor & Board of Aldermen

From: Ravin Nettles, Community Development

Re: Approve the Special Event Application for the 2023 Ocean Springs Cemetery Tour, October 12, 2023, from 5:30 to 7:30 pm and October 15, 2023, 2:00 - 4:00 pm, The Mary C. O'Keefe Cultural Center Lawn and Evergreen Cemetery, overtime costs for the event

Section: CONSENT AGENDA

Meeting Date: August 15, 2023

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

### **Event: Ocean Springs Cemetery Tour**

Date: October 12 and October 15

Location: The Mary C. O'Keefe Cultural Center; Evergreen Cemetery

Participants: 500-800

Applicant: City of Ocean Springs

Insurance: N/A

Payment: N/A

**Requirements:** Overtime costs may be incurred for Police, Fire, Public Works, Parks, and others needed for this event.



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

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



228.875.4236 | [www.oceansprings-ms.gov](http://www.oceansprings-ms.gov)

## MEMORANDUM

To: Mayor & Board of Aldermen

From:

Re: Approve the Special Event Application for Lighting the Coast on October 14, 2023, from 5:00 to 8:00 p.m. on the beach in front of Fort Maurepas Park, the applicant pays the associated event cost

Section: CONSENT AGENDA

Meeting Date: August 15, 2023

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

**Event:** Lighting the Coast

**Date:** October 14, 2023

**Time:** 5:00 - 8:00 p.m.

**Location:** Beach in front of Fort Maurepas Park

**Participants:** 150

**Applicant:** Traci Barrientos

**Insurance:** N/A

**Payment:** Will Receive

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

## MEMORANDUM

To: Mayor & Board of Aldermen

From: Ravin Nettles, Community Development

Re: Approve the Special Event Application for Spooky Springs at The Scary C on October 27-28, 2023, from 5:00 to 9:00 p.m., The Mary C. O'Keefe Cultural Center Lawn, street closure: Government Street from Ward Avenue to Magnolia Avenue, overtime costs for the event

Section: CONSENT AGENDA

Meeting Date: August 15, 2023

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

**Event: Spooky Springs at The Scary C**

Date: October 27-28, 2023

Location: The Mary C. O'Keefe Cultural Center

Participants: 2500

Applicant: City of Ocean Springs

Insurance: N/A

Payment: N/A

**Requirements:** There will be overtime costs for Police, Fire, Public Works, Parks, and others needed for this event.





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

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



228.875.4236 | [www.oceansprings-ms.gov](http://www.oceansprings-ms.gov)

## MEMORANDUM

To: Mayor & Board of Aldermen

From: Vicky Hupe, Deputy City Clerk

Re: Adopt the Resolution to open the 2023 – 2024 Uniform Assessment Schedule and authorize to schedule the Public Hearing for September 5, 2022, to adopt the Uniform Assessment Schedule

Section: CONSENT AGENDA

Meeting Date: August 15, 2023

In accordance with Mississippi Code 27-51-21, the Board of Aldermen is required to adopt the attached Resolution pertaining to the adoption of the Uniform Assessment Schedule for motor vehicles. Said resolution requires that the Assessment Schedule be ready and open for inspection and examination by any interested taxpayer. It is attached and available at City Hall.

The public hearing will be held on September 5, 2023, Regular Board meeting at which time a Resolution will be presented for final adoption.

If you have any questions, please contact me.

Thank you for your favorable consideration.

**RESOLUTION OF THE CITY OF OCEAN SPRINGS, MISSISSIPPI  
TO OPEN UNIFORM ASSESSMENT SCHEDULE FOR SPECIAL EQUIPMENT,  
SEMI-TRAILERS, CONCESSION TRAILERS, UTILITY TRAILERS, BOAT  
TRAILERS, HORSE, AND STOCK TRAILERS FOR INSPECTION AT CITY HALL**

**COME NOW**, the Mayor and Board of Aldermen for the City of Ocean Springs, and  
find that:

**WHEREAS**, the City has received a certified copy of the Uniform Assessment  
Schedule from the State Tax Commission; and

**WHEREAS**, pursuant to Section 27-51-21 of the Mississippi Code, the City declares  
that the assessment schedule is open for inspection and examination by any interested  
taxpayer; and

**WHEREAS**, on **September 5, 2023**, the City will hear and take action on any  
complaint, filed in writing, objecting to and petitioning for a specified reduction on any  
portion or portions of the assessment schedule affecting the complainant directly; and

**AND SO THE ABOVE FINDINGS ARE THEREFORE RESOLVED** by the  
Mayor and Board of Aldermen of the City of Ocean Springs, Mississippi on this the 15<sup>th</sup> day  
of August 2023.

\_\_\_\_\_  
**MAYOR**

Attest: \_\_\_\_\_  
**CITY CLERK**

**UNIFORM  
ASSESSMENT SCHEDULE**

**For  
SPECIAL EQUIPMENT,  
SEMI-TRAILERS, CONCESSION TRAILERS,  
UTILITY TRAILERS,  
BOAT TRAILERS,  
HORSE AND STOCK TRAILERS**

**FISCAL YEAR**

**2023-2024**

**AUGUST 1, 2023 THROUGH JULY 31, 2024**

**Adopted by  
DEPARTMENT OF REVENUE  
Jackson, Mississippi**

## **INDEX**

|                         |     |
|-------------------------|-----|
| Commissioner Order..... | 1   |
| Rule 9 .....            | 2   |
| Assessments.....        | 3-4 |

## **SEMI-TRAILERS**

|                                         |       |
|-----------------------------------------|-------|
| SEMI-TRAILERS.....                      | 5-17  |
| CONCESSION TRAILERS.....                | 18-19 |
| UTILITY TRAILERS.....                   | 20-34 |
| BOAT TRAILERS.....                      | 35-37 |
| HORSE AND STOCK TRAILERS.....           | 38-64 |
| MOPEDS, MINI CARS/TRUCKS AND GOLF CARTS | 65-66 |



ORDER ADOPTING ASSESSMENT SCHEDULE FOR  
MOTOR VEHICLE AD VALOREM TAXES FOR THE  
FISCAL YEAR 2023-2024

WHEREAS, Section 27-51-15, Miss. Code Ann., provides that motor vehicles shall be assessed uniformly according to value and such assessed value shall be determined by an assessment schedule which shall be prepared and made of minute record by the Department of Revenue and shall be certified to the president of the board of supervisors of the various counties of the state, and to the mayor or the presiding officer of the municipal boards of the various municipalities, and municipal separate school districts of the state as the official motor vehicle assessment schedule which shall be used by the proper officials of both respective jurisdictions in assessing motor vehicle ad valorem taxes for the ensuing fiscal year; and,

WHEREAS, Section 27-51-19, Miss. Code Ann., provides that the Department of Revenue shall on or before the fifteenth day of June of each year, prepare and adopt an assessment schedule of motor vehicles, as defined in Section 27-51-5, Miss. Code Ann., which such assessment schedule, in its judgment, will tend to equalize the assessed value of property of this class with property of other classes in general, and which schedule, except as otherwise provided in Title 27, Chapter 51, Miss. Code Ann., as amended, shall be used by the tax collector of each county and each municipality and municipal separate school district, in assessing, calculating and collecting ad valorem taxes in each respective jurisdiction on all motor vehicles for such tax; and,

WHEREAS, said schedule, for the Fiscal Year 2023-2024 has been prepared in the manner and way required by law, and the assessment schedule for automobiles and most motorcycles is located in the computer network as part of the VIN/VIS System, with a copy of the schedule for special equipment, trailers, ambulances, and hearses (including motorcycles not included in the VIN/VIS system) attached hereto, and the Department of Revenue, being of the opinion that said schedule complies in all respects with the provisions of the aforesaid statute and amendments and should be adopted:

IT IS, THEREFORE, HEREBY ORDERED AND ADJUDGED that, the schedule for the Fiscal Year 2023-2024, for the assessment of ad valorem taxes for motor vehicles, as provided for by Title 27, Chapter 51, Miss. Code Ann., as amended, be and the same is hereby adopted for the purposes set forth in the aforesaid act and its amendments.

ORDERED AND ADJUDGED on this, the 31<sup>st</sup> day of May, 2023

DEPARTMENT OF REVENUE,  
Chris Graham, Commissioner

By Suzi Chism  
Director, Office of Property Tax

**DEPARTMENT OF REVENUE  
PROPERTY ASSESSMENT BUREAU**

**RULE 9.        MOTOR VEHICLE ASSESSMENTS**

Pursuant to Miss. Code Ann. Section 27-51-19, the Department of Revenue is required to annually prepare and adopt an assessment schedule for motor vehicles. In preparing this schedule, the Commission shall use a computer system package of assessments identified by the VIN ("vehicle identification number"). If the VIN does not produce an assessed value or if the computer system is not in operation, the local tax collector shall use the MSRP ("manufactured suggested retail price") with applicable depreciation percentage for the year in which the vehicle was manufactured.

The local tax collector shall be responsible for obtaining a source of MSRP(s) except for new vehicles. The taxpayer shall be responsible for supplying the MSRP for a new vehicle, by submitting a copy of the window sticker with the MSRP, to the tax collector at the time the tag is purchased.

The Department of Revenue will annually furnish to each tax collector an assessment schedule for trailers, motorcycles, special equipment, etc. to be used in the assessment of this type of property. This schedule will be furnished in hard copy or the Department of Revenue may use a computer system package of assessments identified by the VIN ("vehicle identification number"). If the VIN does not produce an assessed value or if the computer system is not in operation, the local tax collector shall use the MSRP ("manufactured suggested retail price") with applicable depreciation percentage for the year in which the vehicle was manufactured. For any model not listed, assess at 30% of current value if known, or use the "cost when new" multiplied by the percentages listed in the schedule for the years listed.

## AUTOMOBILES & LIGHT TRUCKS

### ASSESSMENT PERCENTAGES AND EXPLANATION

| 2024 | 2023 | 2022 | 2021 | 2020 | 2019 | 2018 | 2017 | 2016 | 2015 | 2014<br>& older |
|------|------|------|------|------|------|------|------|------|------|-----------------|
| 27%  | 23%  | 19%  | 15%  | 12%  | 9%   | 7%   | 5%   | 4%   | 3%   | \$100           |

The motor vehicle assessment adopted by the Department of Revenue, is the computer system package of assessments identified by the VIN (vehicle identification number). If the VIN does not produce an assessed value, the MSRP (manufacturer's suggested retail price) is entered in the system and is multiplied by the applicable percentage for the year in which the vehicle was manufactured.

The above percentages are used to calculate the assessed value for automobiles and light trucks. These percentages represent the assessment ratio of 30% less applicable depreciation. The appropriate percentage is multiplied by the MSRP of the vehicle being tagged to arrive at the assessed value. For 2014 and older models the assessed value is \$100.

The Mississippi Constitution mandates that motor vehicles be assessed at 30% of true value. The Commission estimates that the true value of a new vehicle is approximately 90% of the MSRP. **The 30% assessment ratio multiplied by 90% produces an effective percentage of 27% that would be multiplied by the MSRP of new vehicles to arrive at assessed value.**

The Road and Privilege Tax on all passenger vehicles is \$15.00. See Sections 27-19-5 and 27-19-9, Miss. Code Ann., for the privilege tax on motorcycles, ambulances, hearses, school and church buses, and taxicabs.

## **AMBULANCES & HEARSES**

### **ASSESSMENT PERCENTAGES**

| 2024 | 2023 | 2022 | 2021 | 2020 | 2019 | 2018 | 2017 | 2016 | 2015 | 2014<br>& older |
|------|------|------|------|------|------|------|------|------|------|-----------------|
| 27%  | 23%  | 19%  | 15%  | 12%  | 9%   | 7%   | 5%   | 4%   | 3%   | \$100           |

## **MOTORCYCLES**

### **ASSESSMENT PERCENTAGES**

| 2024 | 2023 | 2022 | 2021 | 2020 | 2019 | 2018 | 2017 | 2016 | 2015 | 2014<br>& older |
|------|------|------|------|------|------|------|------|------|------|-----------------|
| 27%  | 23%  | 17%  | 12%  | 9%   | 7%   | 6%   | 5%   | 4%   | 3%   | 2%              |

When assessing motorcycles enter the appropriate value and the assessment will be calculated by the percentage listed in the table. For any model not listed, use the "cost when new" multiplied by the percentages for the years listed.

## **SPECIAL EQUIPMENT & TRAILERS**

### **ASSESSMENT PERCENTAGES**

| 2024 | 2023 | 2022 | 2021 | 2020 | 2019 | 2018 | 2017 | 2016 | 2015 | 2014<br>& older |
|------|------|------|------|------|------|------|------|------|------|-----------------|
| 30%  | 23%  | 17%  | 12%  | 9%   | 7%   | 6%   | 5%   | 4%   | 3%   | 2%              |

When assessing special equipment or trailers enter the appropriate value and the assessment will be calculated by the percentage listed in the table. For any model not listed, assess at 30% of current value if known or use the "cost when new" multiplied by the percentages for the years listed.



**SEMI-TRAILERS**

**VAN TYPE**

**VALUES**

***DRY FREIGHT  
ALL PURPOSE***

**Aluminum, Plywood Walls,  
Wood Floor**

|                |    |        |
|----------------|----|--------|
| 40' - 43'----- | \$ | 33,641 |
| 45'-----       | \$ | 39,760 |
| 48'-----       | \$ | 41,842 |
| 53'-----       | \$ | 43,924 |



**SEMI-TRAILERS**

**SIDE CURTAIN**

**VALUES**

***DRY FREIGHT***

**Steel and Aluminum**

|          |    |        |
|----------|----|--------|
| 45'----- | \$ | 45,288 |
| 48'----- | \$ | 48,480 |
| 53'----- | \$ | 50,904 |



**SEMI-TRAILERS****REFRIGERATED****VALUES*****REFRIGERATED  
aka REEFER*****Aluminum, Insulated,  
Extruded Aluminum Floor**

|                |    |        |
|----------------|----|--------|
| 40' - 43'----- | \$ | 73,087 |
| 45'-----       | \$ | 78,292 |
| 48'-----       | \$ | 82,801 |
| 53'-----       | \$ | 85,136 |

**SEMI-TRAILERS****DROP DECK VAN****VALUES****Aluminum, Plywood Walls, Hardwood  
Floor**

|                |    |        |
|----------------|----|--------|
| 40' - 45'----- | \$ | 55,205 |
| 48'-----       | \$ | 61,765 |
| 53'-----       | \$ | 64,982 |



**SEMI-TRAILERS****FLATBED TYPE****VALUES*****FLATBED*****Steel, Wood Floor**

|          |    |        |
|----------|----|--------|
| 40'----- | \$ | 41,766 |
| 45'----- | \$ | 43,381 |
| 48'----- | \$ | 44,794 |
| 53'----- | \$ | 49,942 |

**SEMI-TRAILERS****FLATBED TYPE****VALUES*****FLATBED*****Aluminum**

|          |    |        |
|----------|----|--------|
| 40'----- | \$ | 48,704 |
| 45'----- | \$ | 50,320 |
| 48'----- | \$ | 51,732 |
| 53'----- | \$ | 56,880 |



**SEMI-TRAILERS****FLATBED TYPE****VALUES****Steel, Wood Floor*****DROP DECK FLAT***

|                |    |        |
|----------------|----|--------|
| 40' - 43'----- | \$ | 52,880 |
| 45'-----       | \$ | 54,572 |
| 48'-----       | \$ | 56,263 |
| 53'-----       | \$ | 57,954 |

**SEMI-TRAILERS****FLATBED TYPE****VALUES*****DROP DECK FLAT*****Aluminum**

|                |    |        |
|----------------|----|--------|
| 40' - 43'----- | \$ | 60,742 |
| 45'-----       | \$ | 62,434 |
| 48'-----       | \$ | 64,124 |
| 53'-----       | \$ | 65,815 |





|                             |               |               |
|-----------------------------|---------------|---------------|
| <b><u>SEMI-TRAILERS</u></b> | <b>LOWBOY</b> | <b>VALUES</b> |
|-----------------------------|---------------|---------------|

|                      |                        |  |
|----------------------|------------------------|--|
| <b><i>LOWBOY</i></b> | <b>Fixed Gooseneck</b> |  |
|----------------------|------------------------|--|

|             |    |        |
|-------------|----|--------|
| 25 Ton----- | \$ | 69,264 |
| 35 Ton----- | \$ | 73,607 |
| 50 Ton----- | \$ | 79,247 |
| 60 Ton----- | \$ | 83,532 |



|                             |               |               |
|-----------------------------|---------------|---------------|
| <b><u>SEMI-TRAILERS</u></b> | <b>LOWBOY</b> | <b>VALUES</b> |
|-----------------------------|---------------|---------------|

|                      |                             |  |
|----------------------|-----------------------------|--|
| <b><i>LOWBOY</i></b> | <b>Detachable Gooseneck</b> |  |
|----------------------|-----------------------------|--|

|             |    |        |
|-------------|----|--------|
| 25 Ton----- | \$ | 77,864 |
| 35 Ton----- | \$ | 82,207 |
| 50 Ton----- | \$ | 87,847 |
| 60 Ton----- | \$ | 92,132 |



**SEMI-TRAILERS****LOG TRAILER****VALUES*****LOG TRAILER***

4 Bolster-----  
Home Made-----

\$ 24,480  
\$ 12,000

**SEMI-TRAILERS****FEED TRAILER****VALUES*****FEED***

Aluminum-----

\$ 59,976



| <u>SEMI-TRAILERS</u>                                      | TANK TYPE        | VALUES     |
|-----------------------------------------------------------|------------------|------------|
| <b><i>PNEUMATIC<br/>DRY BULK<br/>aka POSSUM BELLY</i></b> | <b>Aluminum</b>  |            |
|                                                           | 40' or less----- | \$ 100,664 |
|                                                           | 42' -----        | \$ 103,116 |
| <b>Cement, Lime,<br/>Sand, Etc.</b>                       | <b>Steel</b>     |            |
|                                                           | 40' or less----- | \$ 76,819  |
|                                                           | 42' -----        | \$ 79,271  |



| <u>SEMI-TRAILERS</u>  | TANK TYPE                   | VALUES    |
|-----------------------|-----------------------------|-----------|
| <b><i>ASPHALT</i></b> | <b>Aluminum, Mild Steel</b> |           |
|                       | Liquid Asphalt-----         | \$ 69,038 |



| <b><u>SEMI-TRAILERS</u></b> | <b>TANK TYPE</b>        | <b>VALUES</b> |
|-----------------------------|-------------------------|---------------|
| <i>Uncoded</i>              | <b>Stainless Steel</b>  |               |
|                             | Less than 7000 Gal----- | \$ 82,627     |
|                             | 7000 Gal-----           | \$ 88,398     |
|                             | More than 7000 Gal----- | \$ 91,774     |

| <b><u>SEMI-TRAILERS</u></b>  | <b>TANK TYPE</b>           | <b>VALUES</b> |
|------------------------------|----------------------------|---------------|
| <b>MC 406, 407 &amp; 408</b> | <b>Stainless Steel</b>     |               |
|                              | <b>Multi-Purpose cargo</b> |               |
|                              | Less than 7000 Gal-----    | \$ 96,884     |
|                              | 7000 Gal-----              | \$ 102,655    |
|                              | More than 7000 Gal-----    | \$ 106,031    |

| <b><u>SEMI-TRAILERS</u></b>  | <b>TANK TYPE</b>        | <b>VALUES</b> |
|------------------------------|-------------------------|---------------|
| <b>MC 200, 201 &amp; 312</b> | <b>Stainless Steel</b>  |               |
|                              | <b>Rubber Lined</b>     |               |
|                              | Less than 7000 Gal----- | \$ 109,374    |
|                              | 7000 Gal-----           | \$ 115,145    |
|                              | More than 7000 Gal----- | \$ 118,520    |

| <b><u>SEMI-TRAILERS</u></b> | <b>TANK TYPE</b>        | <b>VALUES</b> |
|-----------------------------|-------------------------|---------------|
| <b>MC 331</b>               | <b>Stainless Steel</b>  |               |
|                             | <b>Compressed gases</b> |               |
|                             | Less than 7000 Gal----- | \$ 123,821    |
|                             | 7000 Gal-----           | \$ 129,592    |
|                             | More than 7000 Gal----- | \$ 132,967    |





| <u>SEMI-TRAILERS</u> | TANK TYPE                    | VALUES    |
|----------------------|------------------------------|-----------|
| <i>Uncoded</i>       | Aluminum                     |           |
|                      | Less Than 8,000 Gallons----- | \$ 71,339 |
|                      | 8,000 – 9,000 Gallons-----   | \$ 71,724 |
|                      | 10,000 Gallons-----          | \$ 74,780 |

| <u>SEMI-TRAILERS</u>        | TANK TYPE                    | VALUES     |
|-----------------------------|------------------------------|------------|
| <i>MC 406,407 &amp; 408</i> | Aluminum                     |            |
|                             | Multi-Purpose cargo          |            |
|                             | Less Than 8,000 Gallons----- | \$ 96,888  |
|                             | 8,000 – 9,000 Gallons-----   | \$ 97,273  |
|                             | 10,000 Gallons-----          | \$ 100,330 |

| <u>SEMI-TRAILERS</u>        | TANK TYPE                    | VALUES     |
|-----------------------------|------------------------------|------------|
| <i>MC 200, 201 &amp;312</i> | Aluminum                     |            |
|                             | Rubber Lined                 |            |
|                             | Less Than 8,000 Gallons----- | \$ 107,657 |
|                             | 8,000 – 9,000 Gallons-----   | \$ 108,042 |
|                             | 10,000 Gallons-----          | \$ 111,098 |

| <u>SEMI-TRAILERS</u> | TANK TYPE                    | VALUES     |
|----------------------|------------------------------|------------|
| <i>MC 331</i>        | Aluminum                     |            |
|                      | Compressed gases             |            |
|                      | Less Than 8,000 Gallons----- | \$ 122,104 |
|                      | 8,000 – 9,000 Gallons-----   | \$ 122,489 |
|                      | 10,000 Gallons-----          | \$ 125,545 |



| <b><u>SEMI-TRAILERS</u></b>                    | <b>TANK TYPE</b>              | <b>VALUES</b> |
|------------------------------------------------|-------------------------------|---------------|
| <b><i>LIQUIFIED GASES</i></b><br><b>MC 308</b> | <b>Aluminum, Carbon Steel</b> |               |
|                                                | Less Than 8,000 Gallons-----  | \$ 111,061    |
|                                                | 8,000 – 9,000 Gallons-----    | \$ 111,432    |
|                                                | 10,000 Gallons-----           | \$ 114,398    |



| <b><u>SEMI-TRAILERS</u></b>         | <b>TANK TYPE</b>             | <b>VALUES</b> |
|-------------------------------------|------------------------------|---------------|
| <b><i>SANITARY</i></b>              | Less Than 8,000 Gallons----- | \$ 61,932     |
| <b><i>FOOD GRADE</i></b>            | 8,000 – 9,000 Gallons-----   | \$ 67,531     |
| <b>Milk, Water,<br/>Syrup, Etc.</b> | 10,000 Gallons-----          | \$ 70,806     |



**SEMI-TRAILERS****GRAIN****VALUES*****GRAIN*****Hopper & Conveyor (Walking Floor)*****Aluminum***

|                          |    |        |
|--------------------------|----|--------|
| 1 Hopper & Conveyor----- | \$ | 50,323 |
| 2 Hopper & Conveyor----- | \$ | 51,892 |
| 3 or more Hopper-----    | \$ | 53,122 |

***Steel***

|                          |    |        |
|--------------------------|----|--------|
| 1 Hopper & Conveyor----- | \$ | 39,308 |
| 2 Hopper & Conveyor----- | \$ | 40,877 |
| 3 or more Hopper-----    | \$ | 42,107 |

**SEMI-TRAILERS****LIVESTOCK****VALUES*****LIVESTOCK******Aluminum***

|                    |    |        |
|--------------------|----|--------|
| Less Than 42'----- | \$ | 71,202 |
| 43'- 47'-----      | \$ | 75,228 |
| 48'-----           | \$ | 80,165 |
| 53'-----           | \$ | 82,502 |

***Stainless Steel***

|                    |    |        |
|--------------------|----|--------|
| Less Than 42'----- | \$ | 63,928 |
| 43'- 47'-----      | \$ | 67,954 |
| 48'-----           | \$ | 72,890 |
| 53'-----           | \$ | 75,228 |



| <u>SEMI-TRAILERS</u> | DUMP TYPE              | VALUES    |
|----------------------|------------------------|-----------|
|                      | <b>Aluminum</b>        |           |
|                      | 24'-33'-----           | \$ 65,167 |
|                      | 34'-35'-----           | \$ 72,246 |
|                      | 36'-----               | \$ 73,156 |
|                      | <b>Stainless Steel</b> |           |
|                      | 24'-33'-----           | \$ 53,087 |
|                      | 34'-35'-----           | \$ 60,166 |
|                      | 36'-----               | \$ 61,075 |





| <u>SEMI-TRAILERS</u> | AUTO TRANSPORT | VALUES    |
|----------------------|----------------|-----------|
|                      | Most-----      | \$ 78,780 |



| <u>SEMI-TRAILERS</u> | CHIP     | VALUES    |
|----------------------|----------|-----------|
| <i>CHIP</i>          | Aluminum |           |
|                      | 42'----- | \$ 36,010 |
|                      | 45'----- | \$ 36,865 |
|                      | 48'----- | \$ 41,483 |
|                      | 53'----- | \$ 42,338 |



**CONCESSION  
TRAILERS**

**BUMPER PULL**

**VALUES**

|           |    |        |
|-----------|----|--------|
| 5X10----- | \$ | 11,500 |
| 6X10----- | \$ | 12,000 |
| 6X12----- | \$ | 12,650 |
| 6X14----- | \$ | 14,750 |
| 7X14----- | \$ | 21,600 |
| 7X16----- | \$ | 22,600 |
| 7X18----- | \$ | 23,285 |
| 7X20----- | \$ | 24,385 |
| 8X12----- | \$ | 19,500 |
| 8X14----- | \$ | 19,995 |
| 8X16----- | \$ | 20,995 |
| 8X18----- | \$ | 26,995 |
| 8X20----- | \$ | 31,990 |
| 8X24----- | \$ | 33,990 |
| 8X28----- | \$ | 35,799 |
| 8X30----- | \$ | 37,500 |



**CONCESSION  
TRAILERS**

**BBQ TRAILER**

**VALUES**

|           |    |        |
|-----------|----|--------|
| 8X16----- | \$ | 30,000 |
| 8X18----- | \$ | 32,000 |
| 8X20----- | \$ | 34,000 |
| 8X28----- | \$ | 51,995 |
| 8X32----- | \$ | 71,995 |



**CONCESSION  
TRAILERS**

**GOOSENECK**

**VALUES**

|           |    |        |
|-----------|----|--------|
| 8X20----- | \$ | 34,000 |
| 8X36----- | \$ | 53,000 |



**UTILITY TRAILER**

**MOTORCYCLE**

**VALUES**

**PULL BEHIND**

ALL-----

\$ 1,500



**MOTORCYCLE**

**VALUES**

**PULL BEHIND  
CAMPER**

ALL-----

\$ 2,500





| <u>UTILITY TRAILER</u>         | <u>SINGLE OR DOUBLE AXLE</u> | <u>VALUES</u> |
|--------------------------------|------------------------------|---------------|
| FLAT BED, TILT<br>OR DROP GATE | 4X6-----                     | \$ 548        |
|                                | 4X8-----                     | \$ 700        |
|                                | 4X10-----                    | \$ 850        |
|                                | 5X8-----                     | \$ 1,000      |
|                                | 5X10-----                    | \$ 1,345      |
|                                | 5X12-----                    | \$ 1,570      |
|                                | 5X14-----                    | \$ 1,595      |
|                                | 6X8-----                     | \$ 1,625      |
|                                | 6X10-----                    | \$ 1,670      |
|                                | 6X12-----                    | \$ 1,750      |
|                                | 6X14-----                    | \$ 1,765      |
|                                | 6X16-----                    | \$ 1,775      |
|                                | 6X18-----                    | \$ 2,265      |
|                                | 7X10-----                    | \$ 2,225      |
|                                | 7X12-----                    | \$ 2,335      |
|                                | 7X14-----                    | \$ 2,725      |
|                                | 7X16-----                    | \$ 2,775      |
|                                | 7X18-----                    | \$ 3,105      |
|                                | 7X20-----                    | \$ 3,650      |
|                                | 8X12-----                    | \$ 3,770      |
|                                | 8X14-----                    | \$ 4,022      |
|                                | 8X16-----                    | \$ 4,144      |
|                                | 8X18-----                    | \$ 4,327      |
|                                | 8X20-----                    | \$ 4,509      |
|                                | 9X12-----                    | \$ 4,884      |
|                                | 9X14-----                    | \$ 5,259      |
|                                | 9X16-----                    | \$ 5,634      |
|                                | 9X18-----                    | \$ 6,009      |
|                                | 9X20-----                    | \$ 6,384      |
|                                | 9X24-----                    | \$ 6,759      |



**UTILITY TRAILER****DUMP****VALUES**

|           |    |       |
|-----------|----|-------|
| 4X6-----  | \$ | 2,680 |
| 4X8-----  | \$ | 3,200 |
| 4X9-----  | \$ | 4,000 |
| 5X8-----  | \$ | 5,200 |
| 5X10----- | \$ | 5,690 |
| 5X12----- | \$ | 6,080 |
| 6X10----- | \$ | 6,752 |
| 6X12----- | \$ | 6,880 |
| 6X14----- | \$ | 6,960 |
| 6X16----- | \$ | 7,000 |
| 7X10----- | \$ | 7,024 |
| 7X12----- | \$ | 7,072 |
| 7X14----- | \$ | 7,200 |
| 7X16----- | \$ | 7,344 |
| 7X20----- | \$ | 7,392 |
| 8X16----- | \$ | 7,520 |
| 8X18----- | \$ | 7,760 |
| 9X20----- | \$ | 8,616 |



| <u>UTILITY TRAILER</u>                    | EQUIPMENT | VALUES |       |
|-------------------------------------------|-----------|--------|-------|
| SOLID FLOOR<br>WITH RAMPS<br>OR DOVE TAIL | 6X20----- | \$     | 2,200 |
|                                           | 6X24----- | \$     | 3,190 |
|                                           | 7X14----- | \$     | 3,580 |
|                                           | 7X16----- | \$     | 3,690 |
|                                           | 7X18----- | \$     | 3,750 |
|                                           | 7X20----- | \$     | 3,945 |
|                                           | 7X24----- | \$     | 4,000 |
|                                           | 8X20----- | \$     | 4,350 |
|                                           | 8X25----- | \$     | 4,575 |
|                                           | 9X18----- | \$     | 4,590 |
|                                           | 9X24----- | \$     | 4,610 |
|                                           | 9X26----- | \$     | 4,690 |



**UTILITY TRAILER****EQUIPMENT****VALUES****GOOSENECK AND  
GOOSENECK / PINTEL**

|           |    |       |
|-----------|----|-------|
| 6X16----- | \$ | 3,499 |
| 6X18----- | \$ | 3,580 |
| 6X20----- | \$ | 3,629 |
| 6X24----- | \$ | 4,417 |
| 7X18----- | \$ | 4,428 |
| 7X20----- | \$ | 4,622 |
| 7X22----- | \$ | 4,671 |
| 7X24----- | \$ | 4,741 |
| 7X26----- | \$ | 4,763 |
| 8X20----- | \$ | 4,995 |
| 8X24----- | \$ | 5,005 |
| 8X26----- | \$ | 5,070 |
| 9X20----- | \$ | 5,130 |
| 9X24----- | \$ | 5,260 |
| 9X26----- | \$ | 5,616 |





| <u>UTILITY TRAILER</u> | CAR CARRIER | VALUES |       |
|------------------------|-------------|--------|-------|
| OPEN / DRIVE ON        | 6X20-----   | \$     | 2,479 |
|                        | 6X24-----   | \$     | 2,647 |
|                        | 7X14-----   | \$     | 2,680 |
|                        | 7X16-----   | \$     | 2,774 |
|                        | 7X18-----   | \$     | 2,900 |
|                        | 7X20-----   | \$     | 3,173 |
|                        | 7X24-----   | \$     | 3,216 |
|                        | 8X20-----   | \$     | 3,337 |
|                        | 8X25-----   | \$     | 3,404 |
|                        | 9X18-----   | \$     | 3,524 |
|                        | 9X24-----   | \$     | 3,678 |
|                        | 9X26-----   | \$     | 3,712 |



| <u>UTILITY TRAILER</u> | CAR CARRIER | VALUES |        |
|------------------------|-------------|--------|--------|
| ENCLOSED               | 8X18-----   | \$     | 10,200 |
|                        | 8X20-----   | \$     | 11,700 |
|                        | 8X22-----   | \$     | 12,360 |
|                        | 8X24-----   | \$     | 12,990 |
|                        | 8X26-----   | \$     | 13,680 |
|                        | 8X28-----   | \$     | 13,800 |
|                        | 8X30-----   | \$     | 14,450 |
|                        | 8X32-----   | \$     | 15,000 |
|                        | 8X34-----   | \$     | 15,380 |
|                        | 9X18-----   | \$     | 15,720 |
|                        | 9X20-----   | \$     | 16,290 |
|                        | 9X22-----   | \$     | 16,400 |
|                        | 9X24-----   | \$     | 16,860 |
|                        | 9X26-----   | \$     | 16,990 |
|                        | 9X28-----   | \$     | 17,100 |
|                        | 9X30-----   | \$     | 17,280 |
|                        | 9X32-----   | \$     | 17,310 |



| UTILITY TRAILER     | CAR CARRIER | VALUES |        |
|---------------------|-------------|--------|--------|
| ENCLOSED V-<br>NOSE | 8X20-----   | \$     | 11,900 |
|                     | 8X22-----   | \$     | 12,100 |
|                     | 8X24-----   | \$     | 13,225 |
|                     | 8X26-----   | \$     | 13,790 |
|                     | 8X28-----   | \$     | 14,355 |
|                     | 8X30-----   | \$     | 14,820 |
|                     | 8X32-----   | \$     | 15,320 |
|                     | 8X34-----   | \$     | 16,395 |



| <u>UTILITY TRAILER</u> | <u>CAR CARRIER</u> | <u>VALUES</u> |        |
|------------------------|--------------------|---------------|--------|
| ENCLOSED               | 8X20-----          | \$            | 12,970 |
|                        | 8X22-----          | \$            | 13,125 |
|                        | 8X24-----          | \$            | 13,200 |
| GOOSENECK / PINTEL     | 8X26-----          | \$            | 13,320 |
|                        | 8X28-----          | \$            | 14,510 |
|                        | 8X30-----          | \$            | 14,760 |
|                        | 8X32-----          | \$            | 15,280 |
|                        | 8X34-----          | \$            | 15,500 |
|                        | 8X36-----          | \$            | 15,570 |
|                        | 8X38-----          | \$            | 15,900 |
|                        | 8X40-----          | \$            | 16,375 |
|                        | 8X42-----          | \$            | 16,550 |
|                        | 8X44-----          | \$            | 16,750 |
|                        | 8X46-----          | \$            | 16,900 |
|                        | 8X48-----          | \$            | 17,275 |
|                        | 8X50-----          | \$            | 17,500 |
|                        | 8X53-----          | \$            | 18,090 |
|                        | 9X28-----          | \$            | 18,500 |
|                        | 9X32-----          | \$            | 19,050 |
|                        | 9X44-----          | \$            | 19,900 |
|                        | 9X48-----          | \$            | 26,215 |
|                        | 9X50-----          | \$            | 26,800 |





**UTILITY TRAILER****CARGO****VALUES****PULL BEHIND  
TANDEM AXLE**

|           |    |       |
|-----------|----|-------|
| 6X8-----  | \$ | 2,578 |
| 6X10----- | \$ | 3,845 |
| 6X12----- | \$ | 4,132 |
| 6X14----- | \$ | 4,429 |
| 6X16----- | \$ | 4,721 |
| 7X12----- | \$ | 4,323 |
| 7X14----- | \$ | 4,530 |
| 7X16----- | \$ | 4,800 |
| 7X18----- | \$ | 5,113 |
| 7X20----- | \$ | 5,413 |
| 7X22----- | \$ | 5,713 |
| 7X24----- | \$ | 6,013 |
| 8X12----- | \$ | 4,482 |
| 8X14----- | \$ | 5,134 |
| 8X16----- | \$ | 5,334 |
| 8X18----- | \$ | 5,534 |
| 8X20----- | \$ | 5,734 |
| 8X22----- | \$ | 5,934 |
| 8X24----- | \$ | 6,365 |
| 8X26----- | \$ | 6,565 |
| 8X28----- | \$ | 6,765 |
| 8X32----- | \$ | 6,965 |



| <u>UTILITY TRAILER</u>               | CARGO     | VALUES |       |
|--------------------------------------|-----------|--------|-------|
| PULL BEHIND<br>TANDEM AXLE<br>V-NOSE | 6X12----- | \$     | 4,658 |
|                                      | 6X14----- | \$     | 4,774 |
|                                      | 6X16----- | \$     | 4,974 |
|                                      | 6X18----- | \$     | 5,159 |
|                                      | 6X20----- | \$     | 5,436 |
|                                      | 7X12----- | \$     | 4,874 |
|                                      | 7X14----- | \$     | 5,205 |
|                                      | 7X16----- | \$     | 5,467 |
|                                      | 7X18----- | \$     | 5,651 |
|                                      | 7X20----- | \$     | 5,890 |
|                                      | 7X22----- | \$     | 6,006 |
|                                      | 7X24----- | \$     | 6,468 |
|                                      | 8X14----- | \$     | 5,544 |
|                                      | 8X16----- | \$     | 5,805 |
|                                      | 8X18----- | \$     | 6,098 |
|                                      | 8X20----- | \$     | 6,483 |



| <u>UTILITY TRAILER</u>     | CARGO     | VALUES |       |
|----------------------------|-----------|--------|-------|
| PULL BEHIND<br>SINGLE AXLE | 4X6-----  | \$     | 1,534 |
|                            | 5X6-----  | \$     | 1,804 |
|                            | 5X8-----  | \$     | 2,074 |
|                            | 5X10----- | \$     | 2,344 |
|                            | 5X12----- | \$     | 2,614 |
|                            | 6X10----- | \$     | 2,694 |
|                            | 6X12----- | \$     | 2,938 |
|                            | 6X14----- | \$     | 3,203 |
|                            | 7X12----- | \$     | 3,453 |
|                            | 7X14----- | \$     | 3,703 |
|                            | 7X16----- | \$     | 3,453 |
|                            | 8X12----- | \$     | 3,703 |
|                            | 8X14----- | \$     | 3,953 |



**UTILITY TRAILER****CARGO****VALUES**

|                    |           |    |       |
|--------------------|-----------|----|-------|
| <b>PULL BEHIND</b> | 5X8-----  | \$ | 2,592 |
| <b>SINGLE AXLE</b> | 5X10----- | \$ | 2,805 |
| <b>V-NOSE</b>      | 5X12----- | \$ | 2,902 |
|                    | 6X10----- | \$ | 3,018 |
|                    | 6X12----- | \$ | 3,199 |
|                    | 6X14----- | \$ | 3,315 |
|                    | 7X12----- | \$ | 3,605 |



| <u>UTILITY TRAILER</u>   | CARGO     | VALUES |       |
|--------------------------|-----------|--------|-------|
| GOOSENECK<br>TANDEM AXLE | 7X14----- | \$     | 4,500 |
|                          | 7X16----- | \$     | 4,650 |
|                          | 7X18----- | \$     | 4,770 |
|                          | 7X20----- | \$     | 4,920 |
|                          | 7X22----- | \$     | 4,990 |
|                          | 7X24----- | \$     | 5,180 |
|                          | 8X14----- | \$     | 4,870 |
|                          | 8X16----- | \$     | 5,050 |
|                          | 8X18----- | \$     | 5,190 |
|                          | 8X20----- | \$     | 5,290 |
|                          | 8X22----- | \$     | 5,505 |
|                          | 8X24----- | \$     | 5,880 |





**UTILITY TRAILER****CARGO****VALUES****GOOSENECK  
TRI-AXLE**

|           |    |        |
|-----------|----|--------|
| 9X34----- | \$ | 8,990  |
| 9X36----- | \$ | 9,625  |
| 9X38----- | \$ | 10,225 |
| 9X40----- | \$ | 10,800 |
| 9X42----- | \$ | 11,300 |
| 9X44----- | \$ | 11,775 |
| 9X46----- | \$ | 12,400 |
| 9X48----- | \$ | 15,000 |



**BOAT TRAILER****SINGLE AXLE****VALUES**

|          |    |       |
|----------|----|-------|
| 15'----- | \$ | 820   |
| 16'----- | \$ | 895   |
| 17'----- | \$ | 1,300 |
| 18'----- | \$ | 1,500 |
| 19'----- | \$ | 1,610 |
| 20'----- | \$ | 1,795 |
| 21'----- | \$ | 2,050 |
| 22'----- | \$ | 2,245 |



**BOAT TRAILER****TANDEM AXLE****VALUES**

|          |    |       |
|----------|----|-------|
| 17'----- | \$ | 1,575 |
| 18'----- | \$ | 1,855 |
| 19'----- | \$ | 2,105 |
| 20'----- | \$ | 2,195 |
| 21'----- | \$ | 2,455 |
| 22'----- | \$ | 2,720 |
| 23'----- | \$ | 3,220 |
| 24'----- | \$ | 3,695 |
| 25'----- | \$ | 4,165 |
| 26'----- | \$ | 4,640 |
| 27'----- | \$ | 5,125 |
| 28'----- | \$ | 5,385 |
| 29'----- | \$ | 5,670 |
| 30'----- | \$ | 5,970 |
| 31'----- | \$ | 6,220 |
| 32'----- | \$ | 6,550 |
| 33'----- | \$ | 6,900 |
| 34'----- | \$ | 7,235 |
| 35'----- | \$ | 7,635 |
| 36'----- | \$ | 8,035 |



**BOAT TRAILER****TRI - AXLE****VALUES**

|          |    |        |
|----------|----|--------|
| 26'----- | \$ | 5,245  |
| 27'----- | \$ | 5,515  |
| 28'----- | \$ | 5,815  |
| 29'----- | \$ | 6,120  |
| 30'----- | \$ | 6,440  |
| 31'----- | \$ | 6,705  |
| 32'----- | \$ | 7,075  |
| 33'----- | \$ | 7,435  |
| 34'----- | \$ | 7,835  |
| 35'----- | \$ | 8,240  |
| 36'----- | \$ | 8,635  |
| 37'----- | \$ | 9,135  |
| 38'----- | \$ | 9,325  |
| 39'----- | \$ | 10,130 |
| 40'----- | \$ | 10,655 |



## HORSE AND STOCK TRAILERS

### 4-STAR

### HORSE TRAILER TACK/DRESS ROOM

#### **BUMPER PULL**

|              |    |        |
|--------------|----|--------|
| 2 HORSE----- | \$ | 15,254 |
| 3 HORSE----- | \$ | 19,872 |
| 4 HORSE----- | \$ | 24,132 |

#### **GOOSENECK**

|              |    |        |
|--------------|----|--------|
| 2 HORSE----- | \$ | 18,774 |
| 3 HORSE----- | \$ | 22,900 |
| 4 HORSE----- | \$ | 33,800 |
| 5 HORSE----- | \$ | 42,800 |
| 6 HORSE----- | \$ | 49,916 |

### ALUM-LINE

### STOCK TRAILER

#### **BUMPER PULL**

|          |    |        |
|----------|----|--------|
| 14'----- | \$ | 9,919  |
| 16'----- | \$ | 10,715 |
| 18'----- | \$ | 11,458 |

#### **GOOSENECK**

|          |    |        |
|----------|----|--------|
| 17'----- | \$ | 14,640 |
| 19'----- | \$ | 15,383 |
| 21'----- | \$ | 16,019 |
| 23'----- | \$ | 16,868 |
| 25'----- | \$ | 17,504 |
| 27'----- | \$ | 18,354 |
| 29'----- | \$ | 19,043 |
| 31'----- | \$ | 19,944 |



**ALUM-LINE****HORSE TRAILER****BUMPER PULL**

|              |    |        |
|--------------|----|--------|
| 2 HORSE----- | \$ | 12,624 |
| 3 HORSE----- | \$ | 14,322 |

**GOOSENECK**

|              |    |        |
|--------------|----|--------|
| 3 HORSE----- | \$ | 17,823 |
| 4 HORSE----- | \$ | 19,732 |
| 5 HORSE----- | \$ | 21,324 |
| 6 HORSE----- | \$ | 23,233 |

**CHARMAC**  
**ALUMINUM****STOCK TRAILER****BUMPER PULL**

|          |    |        |
|----------|----|--------|
| 16'----- | \$ | 9,942  |
| 18'----- | \$ | 10,397 |

**GOOSENECK**

|          |    |        |
|----------|----|--------|
| 16'----- | \$ | 11,447 |
| 18'----- | \$ | 12,625 |
| 20'----- | \$ | 12,837 |
| 22'----- | \$ | 13,367 |
| 24'----- | \$ | 14,004 |

**HORSE TRAILER****BUMPER PULL**

|              |    |        |
|--------------|----|--------|
| 2 HORSE----- | \$ | 13,528 |
| 3 HORSE----- | \$ | 14,888 |
| 4 HORSE----- | \$ | 16,663 |

**GOOSENECK**

|              |    |        |
|--------------|----|--------|
| 2 HORSE----- | \$ | 15,171 |
| 3 HORSE----- | \$ | 16,727 |
| 4 HORSE----- | \$ | 18,283 |
| 5 HORSE----- | \$ | 20,378 |
| 6 HORSE----- | \$ | 22,421 |

**CHARMAC**  
**STEEL**

**STOCK TRAILER**

BUMPER PULL

|          |    |       |
|----------|----|-------|
| 12'----- | \$ | 5,799 |
| 14'----- | \$ | 6,223 |
| 26'----- | \$ | 6,507 |
| 18'----- | \$ | 6,789 |

GOOSENECK

|          |    |        |
|----------|----|--------|
| 14'----- | \$ | 8,347  |
| 16'----- | \$ | 8,630  |
| 18'----- | \$ | 8,913  |
| 20'----- | \$ | 9,196  |
| 22'----- | \$ | 9,765  |
| 24'----- | \$ | 10,330 |
| 26'----- | \$ | 10,572 |
| 28'----- | \$ | 11,387 |

**CHARMAC**  
**STEEL**

**HORSE TRAILER**

BUMPER PULL

|              |    |        |
|--------------|----|--------|
| 2 HORSE----- | \$ | 10,118 |
| 3 HORSE----- | \$ | 11,349 |
| 4 HORSE----- | \$ | 14,074 |

GOOSENECK

|              |    |        |
|--------------|----|--------|
| 2 HORSE----- | \$ | 13,403 |
| 3 HORSE----- | \$ | 14,357 |
| 4 HORSE----- | \$ | 15,737 |
| 5 HORSE----- | \$ | 17,522 |
| 6 HORSE----- | \$ | 18,407 |

**HORSE TRAILER**  
**WITH LIVING QUARTERS**

GOOSENECK

|              |    |        |
|--------------|----|--------|
| 3 HORSE----- | \$ | 36,990 |
| 4 HORSE----- | \$ | 39,130 |

**CIRCLE D****STOCK TRAILER**

## GOOSENECK

|          |    |       |
|----------|----|-------|
| 16'----- | \$ | 7,532 |
| 18'----- | \$ | 7,850 |
| 20'----- | \$ | 8,275 |
| 24'----- | \$ | 8,911 |

**CM-ALUMINUM****STOCK TRAILER**

## BUMPER PULL

|          |    |        |
|----------|----|--------|
| 16'----- | \$ | 14,790 |
|----------|----|--------|

## GOOSENECK

|          |    |        |
|----------|----|--------|
| 16'----- | \$ | 17,994 |
| 20'----- | \$ | 18,360 |
| 24'----- | \$ | 20,220 |
| 28'----- | \$ | 21,659 |

**HORSE TRAILER**

## BUMPER PULL

|              |    |        |
|--------------|----|--------|
| 2 HORSE----- | \$ | 20,500 |
| 3 HORSE----- | \$ | 23,800 |
| 4 HORSE----- | \$ | 28,050 |

## GOOSENECK

|              |    |        |
|--------------|----|--------|
| 2 HORSE----- | \$ | 22,525 |
| 3 HORSE----- | \$ | 25,576 |
| 4 HORSE----- | \$ | 29,395 |
| 5 HORSE----- | \$ | 31,150 |
| 6 HORSE----- | \$ | 34,800 |

**CM-STEEL****STOCK TRAILER**

## BUMPER PULL

|          |    |       |
|----------|----|-------|
| 10'----- | \$ | 4,774 |
| 12'----- | \$ | 5,092 |
| 14'----- | \$ | 5,728 |
| 16'----- | \$ | 5,994 |
| 17'----- | \$ | 6,859 |

## GOOSENECK

|          |    |        |
|----------|----|--------|
| 12'----- | \$ | 8,142  |
| 14'----- | \$ | 8,514  |
| 16'----- | \$ | 8,699  |
| 20'----- | \$ | 9,813  |
| 24'----- | \$ | 11,458 |
| 28'----- | \$ | 13,526 |
| 32'----- | \$ | 15,012 |

**HORSE TRAILER**

## BUMPER PULL

|              |    |       |
|--------------|----|-------|
| 2 HORSE----- | \$ | 6,604 |
| 3 HORSE----- | \$ | 9,525 |

**DIAMOND D****STOCK TRAILER**

## BUMPER PULL

|          |    |       |
|----------|----|-------|
| 12'----- | \$ | 4,698 |
| 16'----- | \$ | 5,074 |

## GOOSENECK

|          |    |        |
|----------|----|--------|
| 12'----- | \$ | 6,058  |
| 14'----- | \$ | 6,490  |
| 16'----- | \$ | 7,759  |
| 18'----- | \$ | 8,539  |
| 20'----- | \$ | 8,757  |
| 24'----- | \$ | 9,511  |
| 28'----- | \$ | 10,150 |
| 32'----- | \$ | 10,723 |

**DIAMOND D****HORSE TRAILER  
WITH TACK ROOM**

## BUMPER PULL

|              |    |       |
|--------------|----|-------|
| 2 HORSE----- | \$ | 5,404 |
| 3 HORSE----- | \$ | 6,818 |

## GOOSENECK

|              |    |        |
|--------------|----|--------|
| 2 HORSE----- | \$ | 7,871  |
| 3 HORSE----- | \$ | 7,954  |
| 4 HORSE----- | \$ | 8,213  |
| 5 HORSE----- | \$ | 10,371 |

**DIAMOND D****HORSE TRAILER  
WITH DRESS ROOM**

## BUMPER PULL

|              |    |        |
|--------------|----|--------|
| 2 HORSE----- | \$ | 8,743  |
| 3 HORSE----- | \$ | 9,948  |
| 4 HORSE----- | \$ | 11,273 |

**HORSE TRAILER  
WITH TACK/DRESS ROOM**

## GOOSENECK

|              |    |        |
|--------------|----|--------|
| 2 HORSE----- | \$ | 11,473 |
| 3 HORSE----- | \$ | 12,850 |
| 4 HORSE----- | \$ | 14,504 |
| 5 HORSE----- | \$ | 15,475 |
| 6 HORSE----- | \$ | 17,770 |

**HORSE TRAILER  
WITH LIVING QUARTERS**

## GOOSENECK

|              |    |        |
|--------------|----|--------|
| 3 HORSE----- | \$ | 31,117 |
| 4 HORSE----- | \$ | 32,392 |



**DONAHUE****STOCK TRAILER**

## GOOSENECK

|          |    |        |
|----------|----|--------|
| 16'----- | \$ | 6,895  |
| 20'----- | \$ | 7,903  |
| 24'----- | \$ | 8,699  |
| 28'----- | \$ | 10,609 |

## GOOSENECK w/HALF TOP

|          |    |       |
|----------|----|-------|
| 16'----- | \$ | 7,426 |
| 20'----- | \$ | 8,434 |
| 24'----- | \$ | 8,911 |

**STOCK/COMBO TRAILER**

## GOOSENECK

|          |    |       |
|----------|----|-------|
| 16'----- | \$ | 7,850 |
| 20'----- | \$ | 8,964 |
| 24'----- | \$ | 9,654 |

**DREAM COACH**  
**EMERALD****HORSE TRAILER**

## BUMPER PULL

|                |    |        |
|----------------|----|--------|
| EMERALD 1----- | \$ | 15,489 |
| EMERALD 2----- | \$ | 15,798 |

## GOOSENECK

|           |              |    |        |
|-----------|--------------|----|--------|
| EMERALD 1 | 2 HORSE----- | \$ | 16,868 |
| EMERALD 2 | 2 HORSE----- | \$ | 17,133 |
| EMERALD 1 | 3 HORSE----- | \$ | 18,327 |
| EMERALD 2 | 3 HORSE----- | \$ | 18,804 |

**HORSE TRAILER**  
**W/LIVING QUARTERS**

|           |              |    |        |
|-----------|--------------|----|--------|
| EMERALD 1 | 2 HORSE----- | \$ | 20,502 |
| EMERALD 2 | 2 HORSE----- | \$ | 22,787 |
| EMERALD 1 | 3 HORSE----- | \$ | 23,287 |
| EMERALD 2 | 3 HORSE----- | \$ | 23,764 |

**DREAM COACH**  
**SILVER/PLATINUM**

**HORSE TRAILER**

BUMPER PULL

|               |    |        |
|---------------|----|--------|
| SILVER-----   | \$ | 17,597 |
| PLATINUM----- | \$ | 20,151 |

GOOSENECK

|                       |    |        |
|-----------------------|----|--------|
| 2 HORSE SILVER-----   | \$ | 19,096 |
| 2 HORSE PLATINUM----- | \$ | 23,076 |
| 3 HORSE SILVER-----   | \$ | 24,128 |
| 3 HORSE PLATINUM----- | \$ | 27,902 |

**HORSE TRAILER**  
**w/LIVING QUARTERS**

GOOSENECK

|                       |    |        |
|-----------------------|----|--------|
| 2 HORSE SILVER-----   | \$ | 24,400 |
| 2 HORSE PLATINUM----- | \$ | 27,530 |
| 3 HORSE SILVER-----   | \$ | 27,742 |
| 3 HORSE PLATINUM----- | \$ | 30,713 |

**ELITE**

**STOCK TRAILER**

BUMPER PULL

|          |    |        |
|----------|----|--------|
| 16'----- | \$ | 13,172 |
| 18'----- | \$ | 14,800 |

GOOSENECK

|          |    |        |
|----------|----|--------|
| 16'----- | \$ | 13,090 |
| 20'----- | \$ | 14,259 |
| 24'----- | \$ | 16,098 |
| 28'----- | \$ | 16,985 |

**ELITE****HORSE TRAILER**

## BUMPER PULL

|              |    |        |
|--------------|----|--------|
| 2 HORSE----- | \$ | 20,369 |
| 3 HORSE----- | \$ | 24,400 |

## GOOSENECK

|              |    |        |
|--------------|----|--------|
| 2 HORSE----- | \$ | 22,173 |
| 3 HORSE----- | \$ | 26,231 |
| 4 HORSE----- | \$ | 31,049 |
| 5 HORSE----- | \$ | 35,487 |
| 6 HORSE----- | \$ | 40,049 |

**EXISS****STOCK TRAILER**

## BUMPER PULL

|          |    |        |
|----------|----|--------|
| 13'----- | \$ | 13,155 |
| 16'----- | \$ | 14,693 |

**STOCK/COMBO TRAILER**

## BUMPER PULL

|          |    |        |
|----------|----|--------|
| 13'----- | \$ | 14,799 |
| 16'----- | \$ | 16,762 |

## GOOSENECK

|          |    |        |
|----------|----|--------|
| 16'----- | \$ | 14,746 |
| 18'----- | \$ | 15,652 |
| 20'----- | \$ | 16,974 |
| 24'----- | \$ | 19,096 |

**EXISS****HORSE TRAILER**

## BUMPER PULL

|              |    |        |
|--------------|----|--------|
| 2 HORSE----- | \$ | 14,158 |
| 3 HORSE----- | \$ | 16,195 |

## GOOSENECK

|              |    |        |
|--------------|----|--------|
| 2 HORSE----- | \$ | 15,431 |
| 3 HORSE----- | \$ | 16,598 |
| 4 HORSE----- | \$ | 26,556 |
| 5 HORSE----- | \$ | 31,789 |
| 6 HORSE----- | \$ | 33,233 |

**HORSE TRAILER**  
**w/LIVING QUARTERS**

## GOOSENECK

|              |    |        |
|--------------|----|--------|
| 3 HORSE----- | \$ | 48,678 |
| 4 HORSE----- | \$ | 61,524 |
| 7 HORSE----- | \$ | 74,686 |

**FEATHERLITE**  
**ALUMINUM****STOCK TRAILER**

## BUMPER PULL

|          |    |        |
|----------|----|--------|
| 10'----- | \$ | 11,850 |
| 12'----- | \$ | 12,346 |
| 14'----- | \$ | 13,290 |
| 16'----- | \$ | 14,335 |
| 18'----- | \$ | 14,708 |

## GOOSENECK

|          |    |        |
|----------|----|--------|
| 16'----- | \$ | 15,341 |
| 18'----- | \$ | 15,750 |
| 20'----- | \$ | 16,175 |
| 24'----- | \$ | 17,706 |
| 30'----- | \$ | 22,261 |

**FEATHERLITE**  
**ALUMINUM**

**STOCK/COMBO TRAILER**

BUMPER PULL

|                  |    |        |
|------------------|----|--------|
| 12'-----         | \$ | 11,380 |
| 16'-----         | \$ | 12,423 |
| 18' 3 HORSE----- | \$ | 18,170 |
| 20' 4 HORSE----- | \$ | 19,716 |

GOOSENECK

|          |    |        |
|----------|----|--------|
| 16'----- | \$ | 17,670 |
| 18'----- | \$ | 17,689 |
| 20'----- | \$ | 18,785 |
| 24'----- | \$ | 20,379 |

**FEATHERLITE**  
**ALUMINUM**

**HORSE TRAILER**

BUMPER PULL

|              |    |        |
|--------------|----|--------|
| 2 HORSE----- | \$ | 21,620 |
| 3 HORSE----- | \$ | 29,189 |
| 4 HORSE----- | \$ | 33,206 |

GOOSENECK

|              |    |         |
|--------------|----|---------|
| 2 HORSE----- | \$ | 29,141  |
| 3 HORSE----- | \$ | 30,144  |
| 4 HORSE----- | \$ | 86,770  |
| 5 HORSE----- | \$ | 100,100 |
| 6 HORSE----- | \$ | 109,085 |
| 7 HORSE----- | \$ | 115,047 |
| 8 HORSE----- | \$ | 122,870 |

**HORSE TRAILER**  
**w/LIVING QUARTERS**

GOOSENECK

|              |    |        |
|--------------|----|--------|
| 2 HORSE----- | \$ | 55,408 |
| 3 HORSE----- | \$ | 66,719 |
| 4 HORSE----- | \$ | 66,975 |



**FEATHERLITE  
STEEL**

**STOCK TRAILER**

BUMPER PULL

|          |    |       |
|----------|----|-------|
| 12'----- | \$ | 4,925 |
| 16'----- | \$ | 5,415 |

GOOSENECK

|          |    |       |
|----------|----|-------|
| 12'----- | \$ | 5,994 |
| 14'----- | \$ | 6,482 |
| 16'----- | \$ | 7,620 |
| 18'----- | \$ | 8,407 |
| 20'----- | \$ | 8,537 |
| 24'----- | \$ | 9,325 |

**FEATHERLITE  
STEEL**

**HORSE TRAILER**

BUMPER PULL

|              |    |        |
|--------------|----|--------|
| 2 HORSE----- | \$ | 9,628  |
| 3 HORSE----- | \$ | 10,999 |
| 4 HORSE----- | \$ | 12,290 |

GOOSENECK

|              |    |        |
|--------------|----|--------|
| 2 HORSE----- | \$ | 12,500 |
| 3 HORSE----- | \$ | 13,957 |
| 4 HORSE----- | \$ | 15,734 |
| 5 HORSE----- | \$ | 16,739 |
| 6 HORSE----- | \$ | 19,178 |

**HORSE TRAILER w/LIVING QUARTERS**

GOOSENECK

|              |    |        |
|--------------|----|--------|
| 3 HORSE----- | \$ | 36,824 |
| 4 HORSE----- | \$ | 38,539 |

**HART****HORSE TRAILER**

## BUMPER PULL

|              |    |        |
|--------------|----|--------|
| 2 HORSE----- | \$ | 17,717 |
| 3 HORSE----- | \$ | 21,191 |

## GOOSENECK

|              |    |        |
|--------------|----|--------|
| 2 HORSE----- | \$ | 21,562 |
| 3 HORSE----- | \$ | 25,037 |
| 4 HORSE----- | \$ | 28,026 |
| 5 HORSE----- | \$ | 35,434 |

**HORSE TRAILER**  
**w/LIVING QUARTERS**

## GOOSENECK

|              |    |        |
|--------------|----|--------|
| 2 HORSE----- | \$ | 34,387 |
| 3 HORSE----- | \$ | 39,240 |
| 4 HORSE----- | \$ | 45,499 |

**HILLSBORO**  
**ALUMINUM****STOCK TRAILER**

## GOOSENECK

|          |    |        |
|----------|----|--------|
| 16'----- | \$ | 18,241 |
| 18'----- | \$ | 19,736 |
| 20'----- | \$ | 20,772 |
| 22'----- | \$ | 21,444 |
| 24'----- | \$ | 21,900 |
| 26'----- | \$ | 26,833 |
| 28'----- | \$ | 27,538 |
| 30'----- | \$ | 33,493 |
| 32'----- | \$ | 34,303 |
| 34'----- | \$ | 35,095 |

**HILLSBORO**  
**STEEL**

**STOCK TRAILER**

GOOSENECK

|          |    |        |
|----------|----|--------|
| 16'----- | \$ | 8,221  |
| 18'----- | \$ | 8,672  |
| 20'----- | \$ | 8,999  |
| 24'----- | \$ | 10,294 |
| 28'----- | \$ | 12,318 |

**HILLSBORO**  
**ALUMINUM**

**STOCK/COMBO TRAILER**

GOOSENECK

|              |    |        |
|--------------|----|--------|
| 3 HORSE----- | \$ | 22,766 |
| 4 HORSE----- | \$ | 26,140 |

**STEEL**

|              |    |        |
|--------------|----|--------|
| 3 HORSE----- | \$ | 11,230 |
| 4 HORSE----- | \$ | 12,477 |

**JACKSON**

**HORSE TRAILER**

BUMPER PULL

|              |    |        |
|--------------|----|--------|
| 2 HORSE----- | \$ | 12,853 |
| 3 HORSE----- | \$ | 15,022 |
| 4 HORSE----- | \$ | 16,709 |

GOOSENECK

|              |    |        |
|--------------|----|--------|
| 2 HORSE----- | \$ | 15,786 |
| 3 HORSE----- | \$ | 19,202 |
| 4 HORSE----- | \$ | 23,283 |
| 6 HORSE----- | \$ | 28,278 |

**KIEFER BUILT**  
**ALUMINUM**

**STOCK TRAILER**

BUMPER PULL

|          |    |        |
|----------|----|--------|
| 16'----- | \$ | 11,882 |
| 18'----- | \$ | 13,632 |
| 20'----- | \$ | 13,950 |

GOOSENECK

|          |    |        |
|----------|----|--------|
| 16'----- | \$ | 17,239 |
| 18'----- | \$ | 18,035 |
| 20'----- | \$ | 18,141 |
| 22'----- | \$ | 19,255 |
| 24'----- | \$ | 20,157 |
| 26'----- | \$ | 23,817 |
| 28'----- | \$ | 23,870 |
| 30'----- | \$ | 24,050 |
| 32'----- | \$ | 24,165 |
| 34'----- | \$ | 25,389 |
| 36'----- | \$ | 27,279 |
| 38'----- | \$ | 29,222 |
| 40'----- | \$ | 31,290 |

**KIEFER BUILT**  
**ALUMINUM**

**HORSE TRAILER**

BUMPER PULL

|              |    |        |
|--------------|----|--------|
| 2 HORSE----- | \$ | 17,356 |
| 3 HORSE----- | \$ | 18,756 |

GOOSENECK

|              |    |        |
|--------------|----|--------|
| 2 HORSE----- | \$ | 23,251 |
| 3 HORSE----- | \$ | 25,835 |
| 4 HORSE----- | \$ | 27,689 |
| 5 HORSE----- | \$ | 31,814 |
| 6 HORSE----- | \$ | 33,895 |

**KIEFER BUILT**  
**ALUMINUM SKIN**

**HORSE TRAILER**

BUMPER PULL

|              |    |        |
|--------------|----|--------|
| 2 HORSE----- | \$ | 10,845 |
| 3 HORSE----- | \$ | 11,300 |
| 4 HORSE----- | \$ | 13,105 |

GOOSENECK

|              |    |        |
|--------------|----|--------|
| 2 HORSE----- | \$ | 14,600 |
| 3 HORSE----- | \$ | 21,170 |
| 4 HORSE----- | \$ | 23,345 |

**LOGAN COACH**

**STOCK TRAILER**

BUMPER PULL

|          |    |       |
|----------|----|-------|
| 13'----- | \$ | 4,905 |
| 16'----- | \$ | 5,730 |

GOOSENECK

|          |    |        |
|----------|----|--------|
| 16'----- | \$ | 8,735  |
| 18'----- | \$ | 9,224  |
| 20'----- | \$ | 9,377  |
| 24'----- | \$ | 10,502 |

**LOGAN COACH**

**HORSE TRAILER**

BUMPER PULL

|              |    |        |
|--------------|----|--------|
| 2 HORSE----- | \$ | 11,675 |
| 3 HORSE----- | \$ | 13,845 |
| 4 HORSE----- | \$ | 15,450 |

GOOSENECK

|              |    |        |
|--------------|----|--------|
| 2 HORSE----- | \$ | 13,192 |
| 3 HORSE----- | \$ | 18,261 |
| 4 HORSE----- | \$ | 23,727 |



**MERHOW**  
**ALUMINUM**

**HORSE TRAILER**

BUMPER PULL

|              |    |        |
|--------------|----|--------|
| 2 HORSE----- | \$ | 15,745 |
| 3 HORSE----- | \$ | 19,695 |
| 4 HORSE----- | \$ | 22,670 |

GOOSENECK

|              |    |        |
|--------------|----|--------|
| 2 HORSE----- | \$ | 19,760 |
| 3 HORSE----- | \$ | 23,660 |
| 4 HORSE----- | \$ | 26,560 |

**MERHOW**  
**STEEL**

**HORSE TRAILER**

BUMPER PULL

|              |    |        |
|--------------|----|--------|
| 2 HORSE----- | \$ | 12,895 |
| 3 HORSE----- | \$ | 16,073 |
| 4 HORSE----- | \$ | 18,850 |

GOOSENECK

|              |    |        |
|--------------|----|--------|
| 2 HORSE----- | \$ | 16,690 |
| 3 HORSE----- | \$ | 19,930 |
| 4 HORSE----- | \$ | 22,448 |

**PONDEROSA**  
**STEEL**

**STOCK TRAILER**

|          |    |       |
|----------|----|-------|
| 14'----- | \$ | 3,554 |
| 16'----- | \$ | 3,729 |
| 18'----- | \$ | 3,914 |

**HORSE TRAILER**

BUMPER PULL

|              |    |       |
|--------------|----|-------|
| 2 HORSE----- | \$ | 4,495 |
| 3 HORSE----- | \$ | 5,295 |

GOOSENECK

|              |    |       |
|--------------|----|-------|
| 3 HORSE----- | \$ | 6,995 |
| 4 HORSE----- | \$ | 7,495 |

**SOONER TRAILER****STOCK TRAILER**

## GOOSENECK

|          |    |        |
|----------|----|--------|
| 16'----- | \$ | 13,890 |
| 20'----- | \$ | 14,170 |
| 24'----- | \$ | 18,501 |
| 26'----- | \$ | 22,840 |
| 28'----- | \$ | 23,862 |

**HORSE TRAILER**

## BUMPER PULL

|              |    |        |
|--------------|----|--------|
| 2 HORSE----- | \$ | 15,122 |
| 3 HORSE----- | \$ | 17,600 |

## GOOSENECK

|              |    |        |
|--------------|----|--------|
| 2 HORSE----- | \$ | 15,900 |
| 3 HORSE----- | \$ | 21,715 |
| 4 HORSE----- | \$ | 25,367 |
| 5 HORSE----- | \$ | 25,759 |
| 6 HORSE----- | \$ | 40,328 |

**SUNDOWNER****STOCK TRAILER**

## BUMPER PULL

|          |    |        |
|----------|----|--------|
| 12'----- | \$ | 12,932 |
| 14'----- | \$ | 13,743 |
| 16'----- | \$ | 14,274 |
| 18'----- | \$ | 14,762 |
| 20'----- | \$ | 15,505 |
| 22'----- | \$ | 16,003 |

## GOOSENECK

|          |    |        |
|----------|----|--------|
| 16'----- | \$ | 15,324 |
| 18'----- | \$ | 15,770 |
| 20'----- | \$ | 16,751 |
| 22'----- | \$ | 17,526 |
| 24'----- | \$ | 18,088 |
| 26'----- | \$ | 18,788 |
| 28'----- | \$ | 22,204 |
| 30'----- | \$ | 23,228 |

**SUNDOWNER****STOCK TRAILER**

## GOOSENECK CONTINUED

|          |    |        |
|----------|----|--------|
| 32'----- | \$ | 23,711 |
| 34'----- | \$ | 24,416 |
| 36'----- | \$ | 25,132 |
| 38'----- | \$ | 25,864 |
| 40'----- | \$ | 26,580 |

**SUNDOWNER****HORSE TRAILER**

## BUMPER PULL

|              |    |        |
|--------------|----|--------|
| 2 HORSE----- | \$ | 15,442 |
| 3 HORSE----- | \$ | 16,995 |
| 4 HORSE----- | \$ | 20,847 |

## GOOSENECK

|               |    |        |
|---------------|----|--------|
| 2 HORSE-----  | \$ | 19,179 |
| 3 HORSE-----  | \$ | 24,795 |
| 4 HORSE-----  | \$ | 30,455 |
| 5 HORSE-----  | \$ | 35,174 |
| 6 HORSE-----  | \$ | 37,894 |
| 7 HORSE-----  | \$ | 43,466 |
| 8 HORSE-----  | \$ | 47,003 |
| 9 HORSE-----  | \$ | 49,250 |
| 10 HORSE----- | \$ | 49,542 |

**HORSE TRAILER w/LIVING QUARTERS**

|              |    |        |
|--------------|----|--------|
| 2 HORSE----- | \$ | 62,969 |
| 3 HORSE----- | \$ | 70,304 |
| 4 HORSE----- | \$ | 76,340 |

**THURO-BILT****STOCK TRAILER**

## BUMPER PULL

|             |    |       |
|-------------|----|-------|
| SPIRIT----- | \$ | 4,710 |
| 13'-----    | \$ | 5,341 |
| 17'-----    | \$ | 6,328 |
| 19'-----    | \$ | 6,826 |

**HORSE TRAILER**

|              |    |        |
|--------------|----|--------|
| 2 HORSE----- | \$ | 9,426  |
| 3 HORSE----- | \$ | 11,256 |
| 4 HORSE----- | \$ | 12,348 |

**TITAN****STOCK TRAILER****BUMPER PULL**

|          |    |       |
|----------|----|-------|
| 10'----- | \$ | 5,810 |
| 12'----- | \$ | 5,953 |
| 14'----- | \$ | 6,159 |
| 16'----- | \$ | 6,318 |
| 18'----- | \$ | 7,278 |
| 20'----- | \$ | 7,518 |

**GOOSENECK**

|          |    |        |
|----------|----|--------|
| 10'----- | \$ | 8,362  |
| 12'----- | \$ | 8,521  |
| 14'----- | \$ | 8,965  |
| 16'----- | \$ | 9,248  |
| 18'----- | \$ | 9,445  |
| 20'----- | \$ | 9,723  |
| 22'----- | \$ | 10,502 |
| 24'----- | \$ | 11,277 |
| 26'----- | \$ | 11,760 |
| 28'----- | \$ | 12,237 |
| 30'----- | \$ | 12,704 |
| 32'----- | \$ | 13,174 |

**TITAN****HORSE TRAILER****BUMPER PULL**

|              |    |        |
|--------------|----|--------|
| 2 HORSE----- | \$ | 7,690  |
| 3 HORSE----- | \$ | 9,824  |
| 4 HORSE----- | \$ | 10,997 |

**GOOSENECK**

|              |    |        |
|--------------|----|--------|
| 2 HORSE----- | \$ | 13,709 |
| 3 HORSE----- | \$ | 14,769 |
| 4 HORSE----- | \$ | 18,980 |
| 5 HORSE----- | \$ | 20,555 |

**TRAILS WEST****STOCK TRAILER**

## BUMPER PULL

|          |    |       |
|----------|----|-------|
| 12'----- | \$ | 6,317 |
| 14'----- | \$ | 6,445 |
| 16'----- | \$ | 7,522 |
| 18'----- | \$ | 7,670 |

## GOOSENECK

|          |    |        |
|----------|----|--------|
| 12'----- | \$ | 8,428  |
| 14'----- | \$ | 8,450  |
| 16'----- | \$ | 8,599  |
| 18'----- | \$ | 9,341  |
| 20'----- | \$ | 9,526  |
| 22'----- | \$ | 10,296 |
| 24'----- | \$ | 10,396 |

**TRAILS WEST****HORSE TRAILER**

## BUMPER PULL

|              |    |        |
|--------------|----|--------|
| 2 HORSE----- | \$ | 9,425  |
| 3 HORSE----- | \$ | 13,147 |
| 4 HORSE----- | \$ | 13,956 |

## GOOSENECK

|              |    |        |
|--------------|----|--------|
| 2 HORSE----- | \$ | 12,504 |
| 3 HORSE----- | \$ | 15,992 |
| 4 HORSE----- | \$ | 17,095 |
| 5 HORSE----- | \$ | 18,297 |
| 6 HORSE----- | \$ | 21,195 |



**W-W TRAILERS****STEEL****STOCK TRAILER****BUMPER PULL**

|          |    |       |
|----------|----|-------|
| 10'----- | \$ | 3,883 |
| 12'----- | \$ | 3,904 |
| 14'----- | \$ | 4,040 |
| 16'----- | \$ | 4,291 |
| 17'----- | \$ | 5,578 |

**GOOSENECK**

|          |    |       |
|----------|----|-------|
| 16'----- | \$ | 5,260 |
| 18'----- | \$ | 5,633 |
| 20'----- | \$ | 6,250 |
| 24'----- | \$ | 7,117 |
| 28'----- | \$ | 8,312 |

**HORSE TRAILER****BUMPER PULL**

|              |    |       |
|--------------|----|-------|
| 1 HORSE----- | \$ | 3,363 |
| 2 HORSE----- | \$ | 6,418 |
| 3 HORSE----- | \$ | 6,680 |

**GOOSENECK**

|              |    |        |
|--------------|----|--------|
| 3 HORSE----- | \$ | 9,293  |
| 4 HORSE----- | \$ | 10,476 |
| 6 HORSE----- | \$ | 10,714 |

**GENERIC STEEL STOCK TRAILER**

| BUMPER PULL | <u>STEEL</u> | <u>ALUMINUM</u> |
|-------------|--------------|-----------------|
| 6X14-----   | \$ 4,386     | \$ 10,971       |
| 6X16-----   | \$ 4,663     | \$ 11,661       |
| 6X18-----   | \$ 4,880     | \$ 12,205       |
| 6X20-----   | \$ 5,521     | \$ 13,134       |
| GOOSENECK   |              |                 |
| 6X14-----   | \$ 5,214     | \$ 13,041       |
| 6X16-----   | \$ 5,485     | \$ 13,717       |
| 6X18-----   | \$ 6,036     | \$ 15,097       |
| 6X20-----   | \$ 6,136     | \$ 15,197       |
| 6X24-----   | \$ 6,323     | \$ 15,813       |

**HORSE TRAILER**

|                                                    |          |           |
|----------------------------------------------------|----------|-----------|
| BUMPER PULL                                        |          |           |
| TWO HORSE STRAIGHT LOAD-----                       | \$ 4,323 | \$ 10,812 |
| TWO HORSE STRAIGHT LOAD<br>w/TACK COMPARTMENT----- | \$ 4,599 | \$ 11,502 |
| TWO HORSE STOCK<br>w/TACK/DRESSING ROOM-----       | \$ 5,002 | \$ 12,510 |
| TWO HORSE SLANT<br>w/TACK/DRESSING ROOM-----       | \$ 5,427 | \$ 13,571 |
| THREE HORSE SLANT<br>w/TACK/DRESSING ROOM-----     | \$ 5,819 | \$ 14,553 |
| GOOSENECK                                          |          |           |
| THREE HORSE SLANT<br>w/TACK/DRESSING ROOM-----     | \$ 6,281 | \$ 15,707 |
| FOUR HORSE SLANT<br>w/TACK/DRESSING ROOM-----      | \$ 6,726 | \$ 16,822 |

### **BUMPER PULL STOCK TRAILER**



### **GOOSENECK STOCK TRAILER**



### **BUMPER PULL COMBO TRAILER**



### **GOOSENECK COMBO TRAILER**



**BUMPER PULL TRAILER w/TACK**



**GOOSENECK w/TACK/DRESSING ROOM**





## GOOSENECK w/LIVING QUARTERS



**GENERIC**

**MOPED'S & SCOOTERS**

GAS & ELECTRIC POWERED

|                 |    |       |
|-----------------|----|-------|
| UP TO 50cc----- | \$ | 1,000 |
| 150cc-----      | \$ | 1,500 |
| 200cc-----      | \$ | 2,000 |
| 250cc-----      | \$ | 2,500 |



**GENERIC**

**MINI TRUCKS AND CARS**

|          |    |       |
|----------|----|-------|
| ALL----- | \$ | 5,500 |
|----------|----|-------|



**GENERIC**

**STREET LEGAL GOLF CARTS**  
AKA (LSV) Low Speed Vehicles

|               |    |       |
|---------------|----|-------|
| 2 PERSON----- | \$ | 8,500 |
| 4 PERSON----- | \$ | 9,200 |



**GENERIC**

**SMART CARS**

|                   |    |        |
|-------------------|----|--------|
| HATCHBACK-----    | \$ | 16,007 |
| CONVERTIBLES----- | \$ | 19,930 |



## **REGULAR MEETING OF JULY 18, 2023 MINUTES**

### **CALL TO ORDER**

Be it remembered that the Mayor and Board of Aldermen of the City of Ocean Springs met in a Recess Meeting at City Hall at 6:00 p.m. on July 18, 2023. Mayor Holloway presided, and Aldermen Burgess, Authement, Wade, Cox, Papania, Blackman, and Impey were present. 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, and Project Manager Sarah Harris.

The Mayor called the meeting to order.

### **INVOCATION AND PLEDGE OF ALLEGIANCE**

Alderman Impey gave the invocation and Alderman Blackman 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. AVL - Fiscal Year 2021 - 2022 Audit Report  
Tabled until next meeting.

### **PUBLIC HEARINGS**

- a. Adopt Resolution - Adopting and Implementing the Tax Increment Financing Plan for 1515 Government Street

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

Jamie Holloway with Government Consultants said the Jackson County Board of Supervisors adopted the Tax Increment Financing Resolution for 1515 Government Street.

Dee Frances Wichman spoke against the construction fence erected beyond the sidewalk. The Mayor responded that it was done in an abundance of safety and that the city sidewalk will be rebuilt.

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

A motion was made by Alderman Impey and seconded by Alderman Authement to adopt and implement the Tax Increment Financing Plan for 1515 Government Street. Alderman Blackman recused himself from the vote. The motion carried with a roll call vote as follows:

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

Nay: None

Abstain: Alderman Blackman

## **AGENDA PUBLIC COMMENT**

None.

## **OLD BUSINESS**

- a. Appoint two members to the Planning Commission and one member to the Historic Preservation Commission effective August 1, 2023

A motion was made by Alderman Authement, seconded by Alderman Cox, and unanimously carried to appoint Matthew Hinton and Kevin O'Connell to the Planning Commission for a three-year term expiring July 31, 2026.

A motion was made by Alderman Cox, seconded by Alderman Wade, and unanimously carried to appoint Bonnie Monro to HPC for a four-year term expiring July 31, 2027.

## **NEW BUSINESS**

- a. Discussion to reappoint Mayor Pro-tempore, Finance Committee members, and HR Committee members

No change. Alderman Cox is Mayor Pro-tempore. The Finance Committee members are Aldermen Authement, Blackman, and Impey. The Human Resources Committee members are Aldermen Burgess, Wade, and Papania.



- b. Adopt Ordinance to Vacate Undeveloped Right-of-Way (ROW) in Pecan Grove Subdivision Labeled as “REHAGE” – Planning Commission Confirmed Interested Parties

Tabled until the utility locate is in place.

## **CONSENT AGENDA**

A motion was made by Alderman Impey, seconded by Alderman Cox, and unanimously carried to approve the consent agenda except items p, q, r, and s which are tabled until a special call meeting on July 21, 2023.

### **Mayor:**

- a. Authorize the Mayor to execute the Memorandum of Understanding (MOU) and Hold Harmless with Mississippi Songwriter's Alliance beginning July 19, 2023
- b. Approve special event application for Family Reunion Picnic on July 22, 2023, 11:00 am - 7:00 pm, in MLK Park; no costs incurred to the city. Applicant to pay all costs.

### **City Clerk:**

- c. Approve Minutes: July 5, 2023 Regular Meeting

### **Police Department:**

- d. Accept OSPD Monthly Report for June 2023

### **Fire Department:**

- e. Accept OSFD Monthly Report for June 2023
- f. Accept donation from Lowe's Gautier - three Pro-Series Pit Boss pellet grills with a total value of \$1800.00

### **Human Resources/Risk Management:**

- g. Authorize employment of Amber Carter, Administrative/Purchasing Assistant, Step 4, \$15.64 hourly rate; effective August 7, 2023; one-year probationary status, pending successful completion of all pre-employment requirements
- h. Accept resignation of Part-Time Police Officer Maria Lopez-Ruiz, effective June 30, 2023; authorize to begin the process of filling the vacant position
- i. Accept retirement of Patrolman Charles Davis, effective July 31, 2023; authorize to begin the process of filling the vacant position
- j. Authorize removal of Firefighters Chase Overstreet and Logan Walters from probationary status to full-time status effective July 24, 2023 and July 29, 2023, respectively

- k. Authorize termination of Probationary Beautification Laborer employee #2667, effective June 26, 2023; authorize to begin the process of filling the vacant position
- l. Authorize termination of Probationary Sewer Laborer employee #2681, effective July 7, 2023; authorize to begin the process of filling the vacant position
- m. Authorize removal of Parks Maintenance Laborer A Timothy Zaldana from probationary status to full-time status effective July 19, 2023
- n. Authorize removal of Parks Maintenance Laborer David Jackson from probationary status to full-time status effective July 19, 2023

**Grants Administration:**

- o. Authorize Mayor to Execute Administrative Change Order for Lane Construction Co. of MS to Reduce Total Contract by \$12,763.21 and to Close the Contract – Tidelands Project: FY21-P412-01: Porter Avenue Public Access
- p. Authorize to Submit Application for the Gulf Coast Restoration Fund (GCRF) – FY24 – MS Development Authority (MDA) – Public Works Relocation, Phase 2 - 20% required match
- q. Authorize to Submit Application for the Gulf Coast Restoration Fund (GCRF) – FY24 – MS Development Authority (MDA) – City Hall Expansion Project - 20% required match
- r. Authorize to Submit Application for the Gulf Coast Restoration Fund (GCRF) – FY24 – MS Development Authority (MDA) – Front Beach Event Center Development - 20% required match
- s. Authorize to Submit Funding Application to MS Department of Marine Resource (MDMR) – GOMESA – FY24: 1) Front Beach Marina & Bulkhead Construction, and 2) Washington Avenue Utility Improvements
- t. Adopt Resolution to Request Financial Support from Jackson County for the Deana Road Improvement Project

**Project Manager:**

- u. Authorize to execute the agreement with Overstreet & Associates, PLLC for the Downtown Sewer System Rehabilitation Project – Phase I

**Building Department:**

- v. Accept Building Department Permit Report for June 2023
- w. Accept Building Official recommendations on tree applications received through July 11, 2023
- x. Accept Code Report through July 13, 2023

## DEPARTMENT REPORTS

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

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

- b. City Clerk: Accept Monthly Budget Report

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

- c. City Clerk: Accept FY 23-24 Budget Calendar

A motion was made by Alderman Impey, seconded by Alderman Cox, and unanimously carried to accept the FY 23-24 budget calendar.

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

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

- e. Fire: Authorize to apply for Blue Cross Blue Shield Healthy Heroes Program Grant to replace playground equipment at Fort Maurepas and authorize the Mayor to execute the MOU with OSSD to teach students a healthy lifestyle

The Fire Chief explained the grant opportunity for new playground equipment at Fort Maurepas and requested authorization to apply for the grant. A motion was made by Alderman Blackman, seconded by Alderman Papania, and unanimously carried to authorize the Fire Chief to apply for the Blue Cross Blue Shield Healthy Heroes Program Grant to replace playground equipment at Fort Maurepas and authorize the Mayor to execute the MOU with OSSD to teach students a healthy lifestyle.

## GENERAL PUBLIC COMMENT

Dee Francis Wichman asked if the city is recycling. She said both the recycling truck and the regular waste truck go to the same place. Alderman Cox responded, yes the city has recycling services but both trucks go to the same facility to be sorted and the recycling is transported to a different facility. She then said that when she purchased her home she would be allowed to rebuild her garage because the slab was still there,

but the Planning Commission had denied her application to rebuild due to the garage exceeding the neighboring property.

## **MAYOR AND ALDERMEN'S FORUM**

Alderman Burgess confirmed with the Public Works Director and Parks & Recreation Director the ongoing Ward 1 work orders are progressing.

Alderman Authement requested the paving of Cherokee Glynn be completed this week.

Alderman Wade informed the Public Works Director that there is a sinkhole around 2100 Lafitte Avenue and a water leak at 2000 Lafitte Avenue.

Alderman Papania requested the East Beach Sidewalk Project be on the August Regular Meeting for consideration.

The Mayor said the Riley Road Improvements Project received \$1.25 M this week and the project is progressing.

## **EXECUTIVE SESSION**

### **a. Personnel in the Water Billing Department**

A motion was made by Alderman Burgess, 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 Cox, and unanimously carried to remain in executive session to discuss personnel in the Water Department and Parks & Recreation Department.

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

A motion was made by Alderman Impey and seconded by Alderman Papania to increase the salary of employee #2245 to \$50,481.60 at the beginning of the next pay period. The motion carried with Aldermen Authement, Papania, Cox, and Impey voting aye and Aldermen Blackman, Wade, and Burgess voting nay.

A motion was made by Alderman Impey, seconded by Alderman Authement, and unanimously carried to terminate employee #1560 effective July 18, 2023.

A motion was made by Alderman Impey, seconded by Alderman Cox, and unanimously

carried to recess/adjourn the meeting until 6:00 p.m. on August 1, 2023.

The meeting ended at 7:51 p.m.

**RECESS UNTIL 6:00 P.M. on August 1, 2023**

|                |               |                |               |
|----------------|---------------|----------------|---------------|
| _____<br>Mayor | _____<br>Date | _____<br>Clerk | _____<br>Date |
|----------------|---------------|----------------|---------------|



The Special Call Minutes of the  
City of Ocean Springs Mayor & Board of Aldermen  
Friday, July 21, 2023

Be it remembered that the Mayor and Board of Aldermen of the City of Ocean Springs met in a Special Call Meeting at City Hall at 8:00 a.m. on July 21, 2023, 2023. Mayor Holloway presided, and Aldermen Burgess, Authement, Wade, Cox, Papania, Blackman, and Impey were present. Also present were City Attorney Will Norman, City Clerk Patty Gaston, Deputy City Clerk Vicky Hupe, Patrolman Charles Smith, Fire Chief Derek McCoy, Building Official Darrell Stringfellow, Public Works Director Allan Ladnier, Planning & Grants Administrator Carolyn Martin, Project Manager Sarah Harris, and Admin & Community Relations Coordinator Ravin Nettles.

The Mayor called the meeting to order.

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

**1. The object of the meeting will be any matters pertaining to:**

- a. Grants Administration and Applications
- a. Authorize to Submit Application for the Gulf Coast Restoration Fund (GCRF) – FY24 – MS Development Authority (MDA) – Public Works Relocation, Phase 2 - 20% required match

Alderman Cox asked what building will be demolished in Phase 2. The Mayor responded that the Public Works buildings will be demolished. A motion was made by Alderman Cox, seconded by Alderman Blackman, and unanimously carried to authorize to submit an application for the Gulf Coast Restoration Fund – FY24 – MS Development Authority – Public Works Relocation, Phase 2 with a 20% match required.

- b. Authorize to Submit Application for the Gulf Coast Restoration Fund (GCRF) – FY24 – MS Development Authority (MDA) – City Hall Expansion Project - 20% required match

Alderman Cox said the Aldermen were not given ample notice of these applications and projects. He said moving the City Hall Complex to the Safety Complex/Civic Center area on the east side of town should be explored. The Mayor responded that the attorney working on the Comprehensive Plan has stated that City Hall needs to remain Downtown as the business hub of the City. The Planning & Grant Administrator said that the application that will be submitted will include more detail than the memo she provided; this is the first phase with the intent and scope of the project. A motion was made by Alderman Blackman and seconded by Alderman Burgess to authorize to submit an application for the Gulf Coast Restoration Fund (GCRF) – FY24 – MS Development Authority (MDA) – City Hall Expansion Project with a 20% required match. The motion carried with a vote as follows:

Aye: Alderman Burgess, Alderman Authement, Alderman Blackman

Nay: Alderman Wade, Alderman Cox

- c. Authorize to Submit Application for the Gulf Coast Restoration Fund (GCRF) – FY24 – MS Development Authority (MDA) – Front Beach Event Center Development - 20% required match

The Mayor said GCRF funds have not been received for this project, but other funding sources have been utilized. He said the 20% required match has already been covered and would not need additional funds. A motion was made by Alderman Authement, seconded by Alderman Blackman, and unanimously carried to authorize to submit an application for the Gulf Coast Restoration Fund (GCRF) – FY24 – MS Development Authority (MDA) – Front Beach Event Center Development with a 20% required match.

- d. Authorize to Submit Funding Application to MS Department of Marine Resource (MDMR) – GOMESA – FY24: 1) Front Beach Marina & Bulkhead Construction, and 2) Washington Avenue Utility Improvements

The Mayor said that this grant would supplement the Tidelands grant that was received to correct the drainage issues at Washington Avenue and Front Beach. He said it has been determined that there are more issues than drainage and the road will be raised for water, sewer, and drainage replacement. A motion was made by Alderman Authement, seconded by Alderman Burgess, and unanimously carried to authorize to submit a Funding Application to MS Department of Marine Resource (MDMR) – GOMESA – FY24: 1) Front Beach Marina & Bulkhead Construction, and 2) Washington Avenue Utility Improvements.

Alderman Cox requested a grant committee be formed to vet the grant projects moving forward. A motion was made by Alderman Cox, seconded by Alderman Wade, and unanimously carried to create a grant committee process that would require the Alderman at Large or alternate, the Alderman of the Ward where the project will take place, and the Mayor to review all future grant projects and applications.

A motion was made by Alderman Cox, seconded by Alderman Wade, and unanimously carried to adjourn the meeting. The meeting ended at 8:31 a.m.

---

Mayor

---

City Clerk

## **REGULAR MEETING OF AUGUST 1, 2023**

### **CALL TO ORDER**

Be it remembered that the Mayor and Board of Aldermen of the City of Ocean Springs met in a Regular Meeting at City Hall in the City of Ocean Springs at 6:00 p.m. on August 1, 2023. Mayor Holloway presided, and Aldermen Burgess, Authement, Wade, Cox, Papania, Blackman, and Impey were present. Also present were City Attorney Robert Wilkinson, City Clerk Patty Gaston, Deputy City Clerk Vicky Hupe, Police Captain Ryan Lemaire, Fire Chief Derek McCoy, Building Official Darrell Stringfellow, Public Works Director Allan Ladnier, Human Resources & Risk Management Director Mindy McDowell, Planning & Grants Administrator Carolyn Martin, Parks & Recreation Director Stephen Glorioso, Project Manager Sarah Harris, and Admin & Community Relations Coordinator Ravin Nettles.

The Mayor called the meeting to order.

### **INVOCATION AND PLEDGE OF ALLEGIANCE**

Alderman Papania gave the invocation and Alderman Burgess led the Pledge of Allegiance.

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

### **PROCLAMATIONS/PRESENTATIONS**

#### **a. AVL - Fiscal Year 2021-2022 Audit Report**

Kim Marmalich & Deborah Aiken from Alexander, Van Loon, Sloan, Levens, Farve, PLLC (AVL) presented the completed City's Financial Audit using Government Auditing Standards. They said the audit is historical, ending September 30, 2022. They concluded there were no difficulties in completing the audit and no significant deficiencies or material instances of non-compliance with state laws and regulations. The Board had no questions. The motion to accept the FY 21-22 audit was not taken and will be on the next consent agenda.

#### **b. Recognition: Emma Scruggs - Mississippi Deep Sea Fishing Rodeo Queen**

The Admin & Community Relations Coordinator introduced the former Mayor's Youth Council member and newly crowned Mississippi Deep Sea Fishing Rodeo Queen Emma

Scruggs. Ms. Scruggs thanked the Board for the opportunity to represent Ocean Springs in the competition.

## **PUBLIC HEARINGS**

- a. Approve Request for Zoning Change from the R-1 (Low-Density Single Family Residential District) to CMX-1 (Neighborhood Commercial Mixed Use District), for 2107, 2109, and 2259 Bienville Blvd., PID# 60120010.000, 60120010.001 and 60120015.000, Planning Commission recommends approval

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

The Planning & Grants Administrator explained the Planning Commission determined there was a change in the character of the neighborhood and recommended approval.

Donavan Scruggs said that the property is zoned single-family residential and is not common on Bienville Blvd. nor is it a good use of the property. He said since 2005, there have been zoning changes both to the east and west of the property. He said the request for CMX-1 still allows for single-family residential and commercial uses.

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

A motion was made by Alderman Authement and seconded by Alderman Blackman to adopt the Ordinance to approve the request for a zoning change from the R-1 (Low-Density Single Family Residential District) to CMX-1 (Neighborhood Commercial Mixed-Use District), for 2107, 2109, and 2259 Bienville Blvd., PID# 60120010.000, 60120010.001 and 60120015.000 (ORD - 2023-10). The motion carried with a roll call vote as follows:

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

Nay: None

- b. Request a Zoning Change from the R-2 (Low-Medium Density Single Family Residential District) to CMX-1 (Neighborhood Commercial Mixed Use District), for 710 General Pershing Ave., PID# 60130170.000. Planning Commission recommends DENIAL

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

The Planning & Grants Administrator explained the Planning Commission did not determine the character of the General Pershing neighborhood had significant changes

and recommended denial.

Mike Maltby, 603 General Pershing, spoke against the zoning change.

JP Gall, 701 General Pershing, spoke against the zoning change.

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

A motion was made by Alderman Impey and seconded by Alderman Blackman to deny the request for a zoning change from the R-2 (Low-Medium Density Single Family Residential District) to CMX-1 (Neighborhood Commercial Mixed-Use District), for 710 General Pershing Ave., PID# 60130170.000. The motion carried with a roll call vote as follows:

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

Nay: None

## **AGENDA PUBLIC COMMENT**

Dr. Bill Moore, item 3-b, thanked Emma Scruggs for representing Ocean Springs well and Ravin Nettles for her work as the Mayor's Youth Council Advisor.

Roy McKinsey, item 7-b, thanked the City for supporting the Wounded Warriors In Action 2nd Annual Ocean Springs Cook-Off. He said they have already received 300 vendor applications.

## **OLD BUSINESS**

- a. Adopt a Resolution authorizing the execution of a Development and Reimbursement Agreement with OHOS Development, LLC in connection with a retail development at 1515 Government Street and the sale and issuance of Tax Increment Financing Bonds in an aggregate principal amount not to exceed \$1,000,000 for the purpose of financing the cost of acquiring, installing, and constructing certain infrastructure improvements necessary for said development and for related purposes

Troy Johnston from Butler Snow explained this is the final step in the preliminary TIF process. He said the taxes generated from the project will be reimbursed to the developer for the improvements to the City's infrastructure up to \$1 Million with a 15-year bond. He said Jackson County has approved their portion of the TIF plan for the development. A motion was made by Alderman Authement and seconded by Alderman Burgess to adopt a Resolution authorizing the execution of a Development and



Reimbursement Agreement with OHOS Development, LLC in connection with a retail development at 1515 Government Street and the sale and issuance of Tax Increment Financing Bonds in an aggregate principal amount not to exceed \$1,000,000 for the purpose of financing the cost of acquiring, installing, and constructing certain infrastructure improvements necessary for said development and for related purposes.

The motion carried with a roll call vote as follows:

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

Nay: None

Recused: Blackman

## **CONSENT AGENDA**

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

### **Mayor:**

- a. Approve Special Event Application for The Witches Ride of Ocean Springs on Saturday, October 28, 2023, from 5:30 - 7:00 p.m. with October 29, 2023, as a rain date; Downtown Ocean Springs, street closure, at no cost to the City, the applicant pays the associated event cost.
- b. Approve Special Event Application for the End of the Summer BBQ Cook-Off and Concert on Saturday, September 16, 2023, at the Veteran's Memorial Park, at no cost to the City, the applicant pays the associated event cost. Waive the rental fee for the use of the Ocean Springs Civic Center, and approve the use of the city logo to advertise the city's resources.
- c. Approve Special Event Application for filming a commercial on Wednesday, August 9, and Friday, August 11, in Downtown Ocean Springs, the applicant pays the associated event cost.
- d. Approval to waive the rental fee for the Highway 57 sports fields for the Ocean Springs School District Cross Country Meet on October 6, 2023.
- e. Authorize the Mayor to execute the Right of Use agreement with Hancock Whitney starting at 4:00 p.m. on October 4, 2023, and ending at 5:00 p.m. on October 8, 2023, for Cruisin' the Coast event.
- f. Authorize the Mayor to execute the Right of Use agreement with Hancock Whitney starting at 4:00 p.m. on November 3, 2023, and ending at 5:00 p.m. November 5, 2023, for the Peter Anderson Festival event
- g. Authorize to advertise for the two openings on the Civil Service Commission with a six-year term expiring July 31, 2029, and two openings on the Library Board

with a five-year term expiring July 31, 2028

**City Clerk:**

- h. Authorize Weaver Electric, Inc. to continue serving as an electrical service provider for ballfield lighting, beach electrical services, and other miscellaneous needs at listed rates for a period of one year effective through July 31, 2024
- i. Authorize the Mayor to execute the Contract for Professional Services with Fred "Chic" Cody for Special Event Consultant August 1, 2023 to July 31, 2024
- j. Accept July 2023 Aged Receivable Report for utility billing
- k. Ratify check 126772 to Aritsan Pyrotechnics for \$15,000 for 6/30/23 fireworks display
- l. Ratify check 126858 to Philadelphia Insurance Companies for \$12,644.00 for child care program insurance

**Human Resources/Risk Management:**

- m. Authorize promotion of Acting Sergeant Andrew England to Sergeant, Step 1, effective August 5, 2023; six months probationary status
- n. Authorize promotion of Acting Sergeant Cody Gill to Sergeant, Step 1, effective August 5, 2023; six months probationary status
- o. Authorize removal of Drainage Laborer Ethan Ewing from probationary status to full time status effective August 3, 2023
- p. Authorize removal of Drainage Laborer Cornelius Nettles from probationary status to full time status effective August 3, 2023

**Grants Administration:**

- q. Authorize: 1) Change of Scope Request for Tidelands Award and 2) Execute Amendment #1 with Neel-Schaffer, Inc. for East Beach Pathway Preliminary Engineering Services – Tidelands: FY20-P412-02 – East Beach Accessibility / Pathway

Alderman Cox asked for clarification on funding. The Planning & Grants Administrator said this is the first accessibility sidewalk for the north side of East Beach. A motion was made by Alderman Cox, seconded by Alderman Papania, and unanimously carried to authorize: 1) change of scope request for Tidelands Award and 2) execute Amendment #1 with Neel-Schaffer, Inc. for East Beach Pathway Preliminary Engineering Services – Tidelands: FY20-P412-02 – East Beach Accessibility / Pathway.

- r. Authorize Execution of the Memorandum of Understanding (MOU) and Related Documents – MS Department of Finance and Administration for Disbursement of Funds Related to Section 28(gs) of MS HB 603 Assist in Paying Costs Associated with GIS Mapping of Infrastructure – \$75,000
- s. Authorize Execution of the Memorandum of Understanding (MOU) and Related

Documents – MS Department of Finance and Administration for Disbursement of Funds Related to Section 28(gt) of MS HB 603 Assist in Paying Costs Associated with Adding Turn Lanes, Curbs, Drainage, and Sidewalks – \$400,000

- t. Authorize Execution of the Memorandum of Understanding (MOU) and Related Documents – MS Department of Finance and Administration for Disbursement of Funds Related to Section 28(gu) of MS HB 603 Assist in Paying Costs Associated with Covering the Stage at Fort Maurepas – \$450,000
- u. Authorize Execution of the Memorandum of Understanding (MOU) and Related Documents – MS Department of Finance and Administration for Disbursement of Funds Related to Section 28(jv) of MS HB 603 Assist in Paying Costs Associated with Repairs and Restoration of the Mary C. O'Keefe Cultural Center – \$250,000
- v. Authorize Execution of the Memorandum of Understanding (MOU) and Related Documents – MS Department of Finance and Administration for Disbursement of Funds Related to Section 28(ni) of MS HB 603 Assist in Paying Costs Associated with Infrastructure Improvements – \$600,000
- w. Authorize to Award Construction: MDOT Transportation Improvements Program (TIP) Federal Surface Transportation Program (STP) / STP-9065-00(004)/LPA 108084-701000 - Ocean Springs Road Reconstruction Project – Award to Lane Construction – \$3,503,993.00
- x. Authorize Award for Construction to JE Talley Construction, Inc. in the amount of \$837,490.50 – MS Dept. of Wildlife, Fisheries, & Parks – Land and Water Conservation Fund Project: Gay Lemon Park Improvements

Alderman Cox said this project needs to be completed quickly and requested a timeline for the project and asked if there is a plan to mitigate the additional cost. The Project Manager responded that to move forward this authorization is needed and Jackson County will be requested to provide the paving of the parking lot which is a large part of the additional cost that will be incurred. A motion was made by Alderman Cox, seconded by Alderman Blackman, and unanimously carried to authorize the award for construction to JE Talley Construction, Inc. in the amount of \$837,490.50 – MS Dept. of Wildlife, Fisheries, & Parks – Land and Water Conservation Fund Project: Gay Lemon Park Improvements.

#### **Building Department:**

- y. Reappoint William "Billy" Nix to the Building Board of Adjustments & Appeals for a five-year term expiring July 31, 2028
- z. Accept Building Official Recommendations for Tree Applications through 7/26/2023
- aa. Accept Code report through July 27, 2023

#### **Parks & Recreation Department:**

- bb. Reappoint Terry Evans to the Parks Advisory Board for a five-year term expiring July 31, 2028

## **DEPARTMENT REPORTS**

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

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

- b. City Clerk: Accept monthly budget report

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

- c. Building: Review Tree Removal Appeal at 506 Martin

The Building Official said several trees were approved but denied two Magnolia trees in the back of the property because they are not in the footprint of the home. Property owner, Les McMakin, said an arborist recommended removal of both Magnolia trees due to decay and there will be a fence constructed at a later time in the same area. A motion was made by Alderman Cox, seconded by Alderman Blackman, and unanimously carried to grant the appeal, allowing the two Magnolia trees to be removed in addition to those previously approved at 506 Martin Avenue.

- d. Project Management: Ocean Springs Active Citywide Project Update

The Project Manager reviewed the current 19 active projects and updated the Board on the current phase of each.

## **GENERAL PUBLIC COMMENT**

Katie Yow said that Davis Bayou and the ditches around the Parktown Subdivision need to be cleared before a hurricane. She also said she wants her driveway fixed due to damage by a neighboring tree. Alderman Impey replied that the tree is not on public property and cannot be taken down by the city.

Tim Trepagnier asked if there was an available final document for the widening project for Highway 90. The Project Manager said it is an MDOT project and the City does not have any plans. He asked for any and all documents regarding the rezoning of Lot 1 Davis Bayou to commercial, which is against the neighborhood covenants.

Lynae Jacob spoke against Lot 1 Davis Bayou being changed to commercial, saying the change was against neighborhood covenants.

## **MAYOR AND ALDERMEN'S FORUM**

Alderman Burgess confirmed with the Project Manager and the Public Works Director

that Ward 1 projects are progressing.

Alderman Authement said 6 Mulberry Place received a letter from their insurance company that their insurance would be dropped if a tree was not removed before the next Board meeting. The Building Official concurred that the tree should be allowed to be removed. A motion was made by Alderman Authement, seconded by Alderman Papania, and unanimously carried to approve the removal of a Live Oak at 6 Mulberry Place.

Alderman Cox said that Singing River Electric Power has recommended seven lights to be added to Trentwood Subdivision for a cost of \$175 per light for installment. A motion was made by Alderman Cox, seconded by Alderman Impey, and unanimously carried to authorization to install seven lights and add to the electric power bill for Trentwood Subdivision.

Alderman Blackman discussed the Government Street sidewalk near the Park Overpass with Public Works.

Alderman Impey said the Fire Department received a \$43,378 grant for the 2022 Assistance to Firefighters Grant awarded on July 25, 2023. He said the grant requires a five percent match of \$2,303.72 which will be funded by the Fire Training Budget. A motion was made by Alderman Impey, seconded by Alderman Cox, and unanimously carried to authorize to accept the 2022 Assistance to Firefighters Grant.

The Mayor said Jackson County has rejected the request for assistance to the Deana Road Project. He requested the Aldermen consider giving their Ward's milling funds to fund the Deana Road Project and postpone milling until next year. Alderman Impey requested the Board give consideration to completing the needed Deana Road Project.

## **EXECUTIVE SESSION**

None.

## **RECESS UNTIL 6:00 P.M. on August 15, 2023**

A motion was made by Alderman Authement, seconded by Alderman Cox, and unanimously carried to recess/adjourn the meeting until 6:00 p.m. on August 15, 2023.

The meeting ended at 7:11 p.m.

---

Mayor \_\_\_\_\_ Date \_\_\_\_\_

---

City Clerk \_\_\_\_\_ Date \_\_\_\_\_





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

The First, ANBA  
85-3361653  
VOID 1 YEAR FROM DATE OF CHECK

127004  
CHECK NO.  
127004

---Ten Thousand Dollars and 00/100 Cents---

PAY TO THE ORDER OF:

OCEAN SPRINGS CHAMBER OF COMMERCE INC  
1000 WASHINGTON AVE.  
OCEAN SPRINGS, MS 39566-0187

08/03/2023

DATE

10,000.00

AMOUNT

NON-NEGOTIABLE

MP  
Mayor

NON-NEGOTIABLE

MP  
City Clerk

VENDOR: 00258 OCEAN SPRINGS CHAMBER OF COMMERCE INC

08/03/2023

127004

| DATE     | INVOICE #  | PO # | DESCRIPTION                    |
|----------|------------|------|--------------------------------|
| 8/3/2023 | INV0020597 |      | L&N DEPOT BUILDING RESTORATION |

| AMOUNT    |
|-----------|
| 10,000.00 |

CHECK TOTAL

10,000.00

LAWRENCE-GREENWOOD 34159



|                       |                   |
|-----------------------|-------------------|
| <b>Kenny Holloway</b> | <b>Mayor</b>      |
| 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](http://www.oceansprings-ms.gov)

## MEMORANDUM

To: Mayor & Board of Aldermen

From: Mark Dunston, Police Chief

Re: Authorize Retiree Purchase of Duty Weapon

Section: CONSENT AGENDA

Meeting Date: August 15, 2023

Please authorize retiring Patrolman Charles Davis to purchase his duty weapon (as listed below) from the City of Ocean Springs for \$1.00.

GLOCK Model 17, Serial #BGLM196

This \$1.00 purchase is authorized by Mississippi State Statute 45-9-131.

Thank you for your favorable consideration.

ca

## MEMORANDUM

To: Mayor & Board of Aldermen  
From: Mark Dunston, Police Chief  
Re: Accept OSPD Monthly Report for July 2023  
Section: CONSENT AGENDA  
Meeting Date: August 15, 2023

Please accept the following monthly report. For the month of July 2023, the Ocean Springs Police Department responded to 1,707 incidents from 9-1-1 calls, citizen-initiated calls, walk-in reports, and officer-initiated activities. Our Dispatch Unit received 5,543 incoming calls for the month.

| Type                             | Amount | Type                            | Amount |
|----------------------------------|--------|---------------------------------|--------|
| Traffic Accidents                | 90     | Bank Checks                     | 15     |
| Traffic Stops                    | 403    | Fight Calls                     | 14     |
| Suspicious Persons/Vehicles      | 175    | Hit & Run Calls                 | 13     |
| Medical Calls                    | 149    | Malicious Mischief Calls        | 11     |
| Alarms                           | 120    | Juvenile Problems               | 11     |
| Community Contacts/Open Business | 51     | Fraud Reports                   | 9      |
| Welfare Concerns                 | 50     | Damage to Private Property      | 7      |
| Animal Control Calls             | 49     | Assault Reports                 | 7      |
| Theft Reports                    | 48     | Burglary Reports                | 6      |
| Trespassing Calls                | 47     | Harassment Reports              | 6      |
| Motorist Checks                  | 33     | Warrant Service                 | 5      |
| Reckless Driver Calls            | 26     | Auto Theft Reports              | 4      |
| Domestic Disturbance Calls       | 26     | Building Checks/Closed Business | 4      |
| Follow-Up Investigations         | 26     | Indecent Exposure Reports       | 4      |
| Parking Violations               | 23     | Drug Violation Reports          | 1      |
| Disturbing the Peace Calls       | 18     | Disorderly Conduct Calls        | 1      |
| Area Checks                      | 18     | OD Calls                        | 1      |
| Traffic Problems                 | 17     | Other Calls/Activities          | 219    |

|                      |              |
|----------------------|--------------|
| <b>Monthly Total</b> | <b>1,707</b> |
| <b>Daily Average</b> | <b>55.06</b> |

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](http://www.oceansprings-ms.gov)

To: Honorable Mayor and Board of Alderman

From: Deputy Fire Chief Ryan Heath

Meeting Date: August 15, 2023

Subject: Monthly Fire Report for July 2023

Training:

In-House – **106**  
Fire Academy – **90**  
**Training Total – 196**

Fire Inspections:

Inspections - **81**  
Plan Reviews - **7**  
Request for Information - **6**  
Hood Suppression Test - **0**  
Sprinkler Inspections - **0**  
Re-inspections - **9**  
**Inspections Total – 103**

Incident Response Summary:

Fire - **6**  
Overpressure Rupture, Explosion, Overheat - **0**  
Rescue and Emergency Medical Services - **48**  
Hazardous Condition - **7**  
Service Calls - **11**  
Good Intent Calls - **50**  
False Alarm & False Calls - **17**  
Special Incidents - **1**  
**Incident Response Total – 140**

August 3, 2023

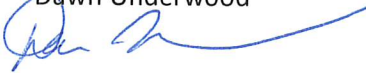
Ms. Martin,

This letter is meant to serve as notice of my resignation from my position with the City of Ocean Springs, MS. My last day will need to be on August 11, 2023. A job opportunity has been presented to me, one that I feel is much more suited for my skillset and offers financial stability for myself. I believe it would be in my best interest to pursue this opportunity. I appreciate the level of professionalism and consideration you have shown me throughout my time under your leadership. I also would like to thank you for the investment you made in my professional career.

If there is anything I can do over the next week to make this transition smoother, please don't hesitate to ask.

Sincerely,

Dawn Underwood







|                       |                   |
|-----------------------|-------------------|
| <b>Kenny Holloway</b> | <b>Mayor</b>      |
| 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](http://www.oceansprings-ms.gov)

## MEMORANDUM

**To:** Honorable Mayor and Board of Aldermen

**From:** Carolyn Martin, Planning & Grants Administrator

**Date:** August 15, 2023

**Re:** Planning & Grants Coordinator

---

Please accept my recommendation to hire Camille Anderson as the Planning & Grants Coordinator, Step 2, \$15.44 hourly rate, effective August 16, 2023, pending successful completion of all pre-employment requirements.

Thank you for your favorable consideration.



|                  |                   |                   |                 |
|------------------|-------------------|-------------------|-----------------|
| 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 |



228.875.4236

[www.oceansprings-ms.gov](http://www.oceansprings-ms.gov)

TO: Honorable Mayor and Board of Aldermen  
FROM: Mark Dunston, Chief of Police  
DATE: August 15, 2023  
RE: Lieutenant Resignation

Please accept the attached resignation from Lieutenant Jonathan Carroll, effective August 24, 2023.

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

Thank you.

Attachment

ca

Date: 08/09/2023

Subject: Resignation Notice- Jonathan Carroll

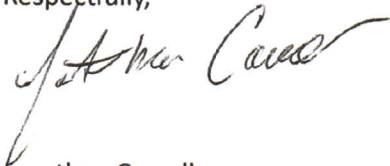
Dear Chief Mark Dunston and/or designee,

I am writing to formally submit my resignation from my position as Lieutenant at the Ocean Springs Police Department. My last day of work will be Thursday, August 24, 2023. I am providing you with the standard two weeks' notice. I want to thank you for the opportunity to work at the Ocean Springs Police Department and for the knowledge and skills that I have acquired during my time here.

Please let me know if there is anything I can do during my final two weeks to help make the transition as smooth as possible. I will do my best to ensure that all paperwork and my responsibilities are passed on to my successor in an organized manner.

Thank you once again for everything.

Respectfully,

A handwritten signature in black ink, appearing to read "Jonathan Carroll", written in a cursive style.

Jonathan Carroll



|                  |                   |
|------------------|-------------------|
| 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](http://www.oceansprings-ms.gov)

TO: Honorable Mayor and Board of Aldermen  
FROM: Mark Dunston, Chief of Police  
DATE: August 15, 2023  
RE: Officer Resignation

Please accept the attached resignation from Sergeant Timothy Paul Regan, effective August 20, 2023.

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

Thank you.

Attachment

ca



# OCEAN SPRINGS POLICE DEPARTMENT

3810 Bienville Blvd

Ocean Springs, Mississippi 39564

---

To whom it may concern:

I am writing this letter to stand as my resignation from the Ocean Springs Police Department effective Sunday, August 20<sup>th</sup>, 2023, making my last scheduled shift day Friday, August 18<sup>th</sup>, 2023. It has been a privilege to serve the City of Ocean Springs these past seven years and I am honored to have served with many great officers and supervisors. I am leaving law enforcement behind to take on a new challenge in the private sector. I want to thank the City of Ocean Springs and Chief Mark Dunston for giving me the opportunity to serve this great community.

Sincerely,

A handwritten signature in black ink, appearing to be "PR" followed by "#15".

Sgt. Paul Regan #15

Handwritten initials "OK" in black ink, with a long horizontal line extending to the right.







OCEAN SPRINGS

MISSISSIPPI

|                  |                   |
|------------------|-------------------|
| 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](http://www.oceansprings-ms.gov)

TO: Honorable Mayor and Board of Aldermen  
FROM: Mark Dunston, Chief of Police  
DATE: August 15, 2023  
RE: New Hire Patrolman

Please authorize the employment of the following individual, contingent upon successful completion of all pre-employment requirements.

Name: Kevin Interlicchia  
Position: Patrolman (replacing Saylor)  
Rate of Pay: \$19.50 (Patrolman, Step 1)  
Probation: 12 months  
Start Date: On or about August 16, 2023

Thank you.

To: Chief Derek McCoy

Date: 08/08/2023

I am writing to notify you that I'm resigning my position with the Ocean Springs Fire Department effective immediately.

Respectively,

Gene Gildea

A handwritten signature in black ink, appearing to read "Gene Gildea". The signature is written in a cursive, flowing style with a large, stylized "G" at the beginning.



|                  |                   |
|------------------|-------------------|
| 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 |

[www.oceansprings-ms.gov](http://www.oceansprings-ms.gov)



TO: Mayor and Board of Alderman  
RE: Employee No. 2615, Street Department Laborer  
DATE: August 4, 2023

Employee No. 2615 has missed an excessive amount of time as well as failing to properly follow procedure by calling in. I am recommending that his employment be terminated effective immediately.

I am also requesting that Human Resources advertise for a replacement for this position.

Respectively,

A handwritten signature in blue ink, appearing to read "Allan", followed by a long horizontal line.

Allan Ladnier Public Works Director



|                  |                   |                   |                 |
|------------------|-------------------|-------------------|-----------------|
| 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 |

[www.oceansprings-ms.gov](http://www.oceansprings-ms.gov)    

TO: Mayor and Board of Aldermen  
RE: Public Works Sewer Department Laborer  
DATE: August 10, 2023

The Public Works Department has selected Donald Tubbs as the best candidate to fill the Sewer Department Laborer vacancy. Mr. Tubbs has worked in the Sewer Department, through Express Employment Services, over 500 hours. Because of his previous knowledge, skills, and abilities with water and sewer utilities, I would ask that he be hired at the Step 2 hourly rate of \$14.04 pending all pre-employment requirements, effective August 16, 2023 with a one-year probationary period.

Should you have any questions, please contact the undersigned.

Respectfully,



Allan Ladnier  
Public Works Director

CC: Civil Service  
Human Resources  
Payroll



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

[www.oceansprings-ms.gov](http://www.oceansprings-ms.gov)    

TO: Mayor and Board of Aldermen  
RE: Public Works Sewer Department Laborer  
DATE: August 11, 2023

The Public Works Department has selected Devin Sonner as the best candidate to fill the Sewer Department Laborer vacancy. I would ask that he be hired at the hourly rate of \$14.50 pending all pre-employment requirements, effective August 16, 2023 with a one-year probationary period.

Should you have any questions, please contact the undersigned.

Respectfully,



Allan Ladnier  
Public Works Director

CC: Civil Service  
Human Resources  
Payroll





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

[www.oceansprings-ms.gov](http://www.oceansprings-ms.gov)    

TO: Mayor and Board of Aldermen  
RE: Public Works Maintenance Department Laborer  
DATE: August 11, 2023

The Public Works Department has selected Steve Canifield as the best candidate to fill the Maintenance Department Laborer vacancy. I would ask that he be hired at the hourly rate of \$14.50 pending all pre-employment requirements, effective August 16, 2023 with a one-year probationary period.

Should you have any questions, please contact the undersigned.

Respectfully,

A handwritten signature in dark ink, appearing to read "Allan Ladnier".

Allan Ladnier  
Public Works Director

CC: Civil Service  
Human Resources  
Payroll



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

[www.oceansprings-ms.gov](http://www.oceansprings-ms.gov)    

TO: Mayor and Board of Aldermen  
RE: Public Works Beautification Department Laborer  
DATE: August 11, 2023

The Public Works Department has selected Ruben Price as the best candidate to fill the Beautification Department Laborer vacancy. I would ask that he be hired at the hourly rate of \$13.50 pending all pre-employment requirements, effective August 16, 2023 with a one-year probationary period.

Should you have any questions, please contact the undersigned.

Respectfully,



Allan Ladnier  
Public Works Director

CC: Civil Service  
Human Resources  
Payroll



|                  |                   |
|------------------|-------------------|
| 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 |

[www.oceansprings-ms.gov](http://www.oceansprings-ms.gov)    

TO: Mayor and Board of Aldermen  
RE: Public Works Street Department Laborer  
DATE: August 11, 2023

The Public Works Department has selected Martin Hubbard as the best candidate to fill the Street Department Laborer vacancy. I would ask that he be hired at the hourly rate of \$15.48 pending all pre-employment requirements, effective August 16, 2023 with a one-year probationary period.

Should you have any questions, please contact the undersigned.

Respectfully,



Allan Ladnier  
Public Works Director

CC: Civil Service  
Human Resources  
Payroll



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](http://www.oceansprings-ms.gov)

TO: Honorable Mayor and Board of Aldermen  
FROM: Mark Dunston, Chief of Police  
DATE: August 15, 2023  
RE: Animal Control Officer Resignation

Please accept the attached resignation from Animal Control Officer Adam Wilson, effective August 25, 2023.

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

Thank you.

Attachment

ca

August 11, 2023

Dear Chief Dunston,

This letter is to formally notify you that I am resigning my position as Animal Control Officer at the Ocean Springs Police Department. My last day will be two weeks from today on Friday August 25<sup>th</sup>.

Thank you so much for the opportunity to work here for the past 9 years. I have enjoyed working with and getting to know you and all the fine men and women at this department. I have learned much about public service and gained skills and experience that I am excited to take with me on the next steps of my career.

During the next 2 weeks I will do everything possible to wrap up my duties and be available to train my replacement. Please let me know if there is anything I can do to help out during the transition.

I wish you and the department success and continued excellence in serving the people of Ocean Springs.

Sincerely,

Adam M. Wilson



August 11, 2023

Dear Chief Dunston,

This letter is to formally notify you that I am resigning my position as Animal Control Officer at the Ocean Springs Police Department. My last day will be two weeks from today on Friday August 25<sup>th</sup>.

Thank you so much for the opportunity to work here for the past 9 years. I have enjoyed working with and getting to know you and all the fine men and women at this department. I have learned much about public service and gained skills and experience that I am excited to take with me on the next steps of my career.

During the next 2 weeks I will do everything possible to wrap up my duties and be available to train my replacement. Please let me know if there is anything I can do to help out during the transition.

I wish you and the department success and continued excellence in serving the people of Ocean Springs.

Sincerely,

Adam M. Wilson

## MEMORANDUM

To: Mayor & Board of Aldermen

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

Re: Approval to Build on a Historically Platted Non-conforming Parcel at 1303 Porter Ave, PID# 60130170.000 – Applicant: Dempsey Levi

Section: CONSENT AGENDA

Meeting Date: August 15, 2023

The Planning Commission (PC) considered the request described above at its regular meeting on Tuesday, August 8, 2023. The applicant requests approval to build a 2,584 sq. ft. dwelling on this non-conforming parcel.

The parcel is non-conforming to its R-2 zoning both in total area and width. The R-2 district requires a minimum area of 11,250 sq. ft. and a minimum width of 80 feet. This parcel is 6,820 sq. ft. in area and 56 feet wide. The proposed dwelling complies with all building setback requirements. In addition, parking is proposed off the Russell Ave. frontage.

The PC members considered the report from the staff, the information provided by the applicant and concerns about storm-water drainage provided by the adjacent property owner and her attorney.

A motion to recommend approval of the request to construct a dwelling on a historically platted, non-conforming lot at 1303 Porter Ave. PASSED with 5 members voting YES and 2 members ABSENT. Additional documents are attached.

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

## PLANNING COMMISSION REPORT

**PUBLIC MEETING DATE:** August 8, 2023  
(deferred from the July meeting by the applicant)

**APPLICANT(S):** Dempsey Levi  
**CURRENT OWNER?** Yes No ✓  
**If No, - List Current Owner:** Sandra W. Levi

**LOCATION:** 1303 Porter St., PID# 60130170.000

**REQUESTED ACTION:** Approval to Build on a Historically Platted Non-conforming Parcel

**DATE OF APPLICATION:** May 15, 2023

**ADJACENT ZONING AND LAND USE:**

**Subject Property:** R-2 Single Family Residential District – vacant parcel;  
**North and East:** R-2 District – single-family dwellings  
**South:** across Porter St., R-2 District – single-family dwellings.  
**West:** across Russell Ave., R-2 district – single-family detached dwelling.

Property Size: 6,820 sq. ft. (56 ft. x 121.79 ft.)



**DESCRIPTION OF REQUEST:** to build a 2,584 sq. ft. dwelling on the parcel.

**FINDINGS:**

- The parcel is non-conforming to its R-2 zoning both in total area and width. The R-2 district requires a minimum area of 11,250 sq. ft. and a minimum width of 80 feet. This parcel is 6,820 sq. ft. in area and 56 feet wide.
- The site plan proposes a new dwelling of approximately 2,500 sq. ft. that complies with all building setback requirements. Parking is proposed off the Russell Ave. frontage.

**CITY DEPARTMENT REVIEW COMMENTS:**

▪ **PUBLIC WORKS DEPT.**

WATER DEPT. – no issues as long as the old tap works for this house. If not, a new tap can be made.

SEWER DEPT. – No problem with home. *Checking to see if existing sewer tap is good or will have to be replaced.*

DRAINAGE/STREETS - NA

**OTHER FEEDBACK:**

- None received.

**SUMMARY:** The site plan proposes a dwelling that complies with the minimum building setback distances and has sufficient off-street parking. Necessary utilities are available to the property.

**POTENTIAL MOTION:**

To recommend approval of construction on a historically platted, non-conforming lot at 1303 Porter St.



City of Ocean Springs Planning Department  
1018 Porter Avenue / PO Box 1800 Ocean Springs, MS 39564  
(228) 875-4415

### LEGAL NON-CONFORMING APPLICATION

Application Fees:

Legal Non-Conforming: \$50.00 + \$1.00

(\$1.00 fee is per Ordinance 2022-17 effective 11/2022 following the requirements of Section 25-60-5 MS Code Annotated)

Application Date: 3/15/23 (Applications are due by the 7<sup>th</sup> of each month.)

#### Applicant Information

Address of Lot(s): 1303 PORTER ST.

Parcel ID(s): 60137148.000

- |                     |                                  |       |                          |
|---------------------|----------------------------------|-------|--------------------------|
| 1. Applicant:       | <u>DEMPSEY LEVI</u>              | Phone | <u>228-327-5384</u>      |
| Address             | <u>401 EAST BEACH DR. OS MS</u>  | Email |                          |
| 2. Local Agent:     |                                  | Phone |                          |
| Address             |                                  | Email |                          |
| 3. Owner of Record: | <u>Sandra W. Levi</u>            | Phone | <u>228-327-2910</u>      |
| Address             |                                  | Email |                          |
| 4. Engineer:        | <u>John Rhodes sr</u>            | Phone | <u>228-438-4444</u>      |
| Address             | <u>3223 BACHMAN RD DIBERTILH</u> | Email | <u>JRSrmeb@gmail.com</u> |
| 5. Land Surveyor:   | <u>ERIC MENHENNETT MS</u>        | Phone |                          |
| Address             | <u>PO BOX 4642 BILOXI 39535</u>  | Email |                          |
| 6. Attorney:        |                                  | Phone |                          |
| Address             |                                  | Email |                          |

#### Property Information

1. Tax Map Designation: Section 30-7-8 Township: \_\_\_\_\_ Range: \_\_\_\_\_
2. Zoning of Lot(s): \_\_\_\_\_
3. Current lot area (sq. ft.) 7041 s/p

#### Reconfiguration Request

1. Describe the request (existing lot size, lot width, reason for request, etc.).

56'-0" X 124.79'  
TO BUILT NEW HOME ON NON-CONFORMING LOT  
SIZE OF 7000 SF LOT



2. Has Zoning and Adjustments Board granted any variance exceptions or special permits for this property?  
☐ Yes ☒ No If so, please explain and state the date of approval: \_\_\_\_\_

3. Are there any easements filed for the property? NO

4. Is there access to public water and sewer lines? YES

#### LEGAL NON-CONFORMING COMPLIANCE CHECKLIST

This checklist to be completed by applicant and verified by City Planning Department.

**Submittal Requirements** The following must be included for a complete application package:

- ☒ Application
- ☐ Application Fee
- ☐ Vicinity map submitted, identifying lot(s) relationship to nearby parcels, roadways or other landmarks.
- ☐ Survey submitted, including all required information (see survey requirements)
- ☐ Evidence of ownership submitted (tax statement, deed, etc.)
- ☐ If corporate ownership, attach a list of all directors, officers, stockholders of each corporation owning more than 5% of any class of stock.
- ☐ Affidavit of Ownership and notarized signature submitted (attached)
- ☐ Adequate legal and physical access to all proposed lots is provided (no "land locked" parcels)
- ☐ Proposed development does not impair existing access, easements or public improvements.

#### Survey Requirements for Lot Split/Lot Reconfiguration

*Information for Applicant, Items to be included in submittal:*

- ☐ Date, north arrow and scale
- ☐ Parcel ID number(s)
- ☐ Existing and proposed lot lines, lot widths, lot areas, and any other lot dimensions
- ☐ Existing driveway(s), roads and road easements/rights-of-way
- ☐ Existing utilities, including any septic tanks or other private utilities
- ☐ All existing structures
- ☐ Setbacks from existing structures to existing and proposed property lines
- ☐ Location of any existing structures on the lots, with nature, location and dimensions
- ☐ Any existing and proposed utility or road easements

### Affidavit of Ownership

Attached hereto is an affidavit of ownership indicating the dates the respective holdings of land were acquired, together with the book and page of each conveyance into the present owner as recorded in the County Records of Deeds (Chancery Clerk) office. This affidavit shall indicate the legal ownership of the property, the contract owner of the property, and the date the contract of sale was executed.

I, (print name) DEMPSEY LEVI, hereby certify that:

1. I am the owner of the property that is the subject of this application and that I have read and understand the requirements as outlined in the application.
2. There are no outstanding City of Ocean Springs property taxes or special assessments on the original parcel(s).

I further acknowledge that the information provided herein is true and correct to the best of my knowledge.

Owner(s) Name: DEMPSEY LEVI Sandra W. Levi

Parcel ID(s): 60137148.000

Date Property Acquired Date: \_\_\_\_\_

Book and Page of Each Conveyance: \_\_\_\_\_

Owner's Signature Sandra W. Levi Date 4/17/2023

STATE OF MISSISSIPPI

COUNTY OF JACKSON

I Amanda Moser, hereby depose and say that all the above statements and the statements contained in the papers submitted herewith are true.

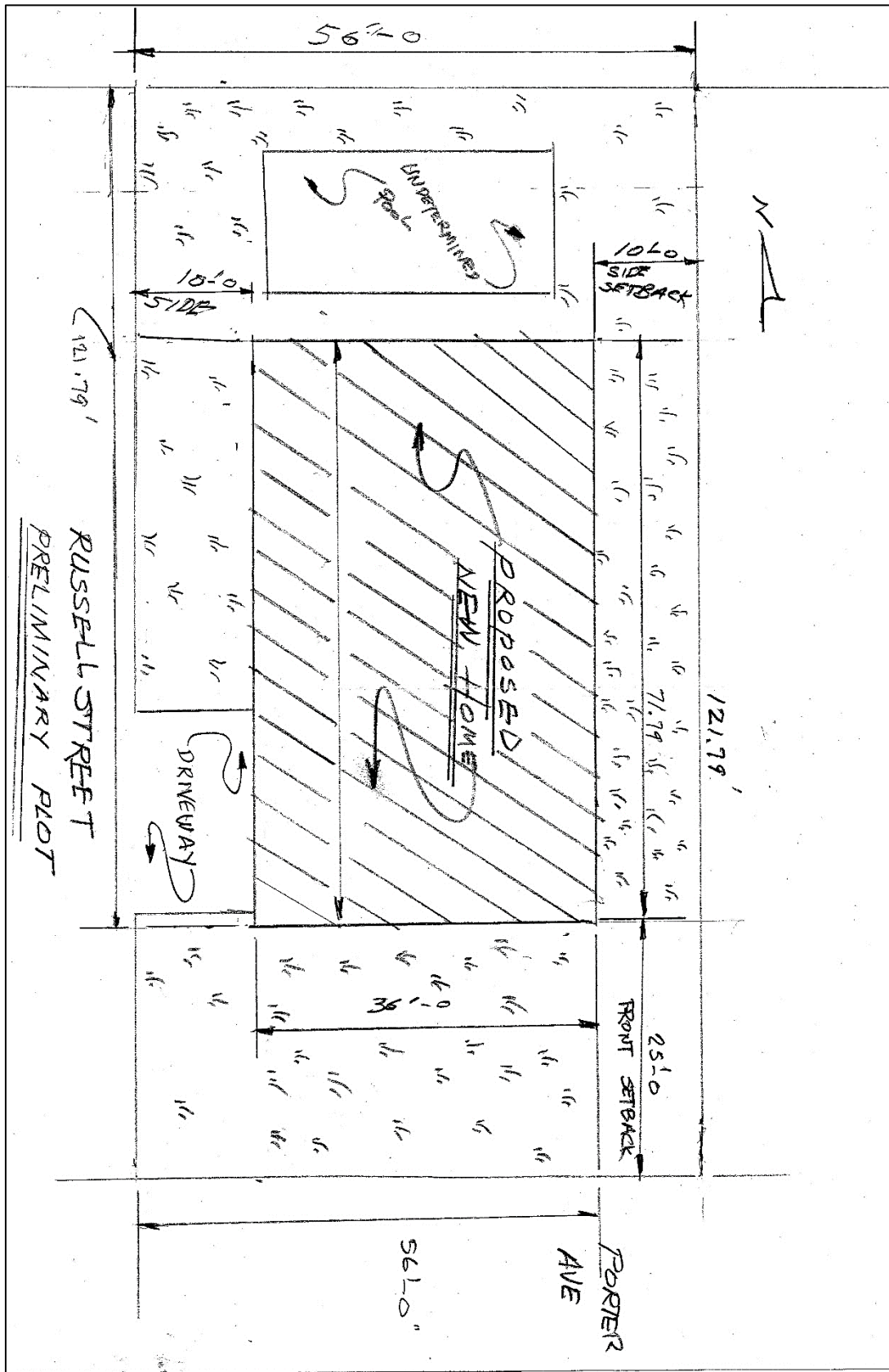
Mailing Address 1018 Porter Ave.  
OS, MS 39564

Subscribed and sworn before me this 17<sup>th</sup> day of April 2023.

My commission expires June 8, 2024

 [Signature]  
Notary Signature

**SITE PLAN:**



Established 1908

**RUSHING & GUICE, P.L.L.C.**  
ATTORNEYS AT LAW  
www.rushingguice.com

William Lee Guice III  
bguice@rushingguice.com  
Licensed in MS, TX, NY, DC and GA

R. Scott Wells  
swells@rushingguice.com  
Licensed in MS, LA, NY and GA

Maria Martinez  
mmartinez@rushingguice.com  
Licensed in MS, LA, NY and GA

1000 Government St., Suite E  
Ocean Springs, MS 39564

Mailing address:  
P. O. Box 1925  
Biloxi, MS 39533-1925

Telephone: 228-374-2313  
Facsimile: 228-875-5987

August 2, 2023

Our File No. 9927

**VIA EMAIL**

Wade Morgan, City Planner  
[wmorgan@oceansprings-ms.gov](mailto:wmorgan@oceansprings-ms.gov)

Robert Wilkinson, City Attorney  
[rwilkinson@wwbslaw.com](mailto:rwilkinson@wwbslaw.com)

Joey Conwill, Member  
[jconwill@oceansprings-ms.gov](mailto:jconwill@oceansprings-ms.gov)

Michael Davis, Member  
[mdavis@oceansprings-ms.gov](mailto:mdavis@oceansprings-ms.gov)

Matthew Hinton, Member  
[mhinton@oceansprings-ms.gov](mailto:mhinton@oceansprings-ms.gov)

Marshall Johnson, Member  
[mjohnson@oceansprings-ms.gov](mailto:mjohnson@oceansprings-ms.gov)

Joseph McCormick, Member  
[jmccormick@oceansprings-ms.gov](mailto:jmccormick@oceansprings-ms.gov)

Kevin O'Connell, Member  
[koconnell@oceansprings-ms.gov](mailto:koconnell@oceansprings-ms.gov)

Andy Phelan, Member  
[aphelan@oceansprings-ms.gov](mailto:aphelan@oceansprings-ms.gov)

Re: Applicant: Dempsey Levi  
Parcel No. 60137148.000  
Address: 1303 Porter Ave., Ocean Springs, MS 39564

Ladies and Gentleman:

I have the pleasure of representing Ms. Martha Kuki and it is on her behalf that I submit this letter memorandum. Mr. Dempsey Levi's application as identified above is scheduled to be heard before the Ocean Springs Planning Commission at its regularly scheduled meeting on August 8, 2023. Please accept this letter and the attached documents in response to this application.

Ms. Kuki lives at 1309 Porter Ave., Ocean Springs, MS 39564, directly East of the subject property. Ms. Kuki's property, along with the subject property, is zoned R-2 Single Family Residential. Mr. Levi is requesting approval to build on a historically platted non-conforming parcel. The subject property is non-conforming in both total area and width. The R-2 district requires a minimum area of 11,250 sq. ft. and a minimum width of 80 ft. The subject property is 6,820 sq. ft. in area and 56 feet wide. Mr. Levi proposes a new dwelling of approximately 2,500 sq. ft.

Stormwater which falls onto Ms. Kuki's property flows West onto the subject property, often pooling for days. This standing water on the subject property represents rain that fell on the street, on the subject property, on the lot behind the subject property, and on Ms. Kuki's lot, all of which share the common characteristic of having no storm drains and having the street level raised in places above the level of the sidewalk. The subject property is the low spot.

It is the concern of Ms. Kuki that if Mr. Levi is allowed to build what is essentially a very large house on a very small piece of property, which construction will have the effect of raising the subject property's elevation and creating substantial impervious surfaces, the natural flow of storm water from Ms. Kuki's property will be altered causing it to pool on Ms. Kuki's property potentially causing damage to her home and gardens. According to the site plan submitted with the application, it appears that approximately 48% of Mr. Levi's lot will become impermeable without any catch basin or other properly engineered mechanism for moving water away from both properties to the street.

In accordance with Sec. 7-231 of the Municipal Code of Ocean Springs, it is unlawful for any residentially zoned property within the City of Ocean Springs to be filled, graded, cleared or contoured, or any other action taken thereon, whereby the surface drainage from said property will be created, increased, redirected, rerouted, funneled, dispersed, or otherwise affected unless and until all requirements and provisions of Article VIII, Land Work, are fully complied with.

In accordance with Sec. 7-241 of the Municipal Code of Ocean Springs, prior to any work being done falling within the purview of Article VIII, Land Work, a written land work permit shall first be obtained from the building department. Should the building official be unable to determine the impact of the requested work in the application, he shall refer such application to the city engineer for a final determination. The application required hereunder shall contain such information as the city shall deem meet and proper so as to enable the city to evaluate the effect of the proposed work. Upon request the applicant shall submit such engineering work and/or certificates as the city may require in order to issue its permit.

### **CONCLUSION:**

It is the request of Ms. Kuki that Ocean Springs comply with its ordinances and insure that adequate measures are taken before any action is taken on the subject property which will affect the natural and historic flow of storm water from her property.

### **EXHIBITS:**

- A. Ordinance 7-231
- B. Ordinance 7-241
- C. Written Statement of Martha Kuki
- D. Photographs

With warmest regards, I remain



Very truly yours,

RUSHING & GUICE, P.L.L.C.

/S/ MARIA MARTINEZ

MM/sc

Enclosures

cc: Client (via email)

Sec. 7-231. - Compliance required; exception.

No commercial or residential or industrial zoned property, nor property used nor proposed to be used for commercial, residential, or industrial purposes within the City of Ocean Springs, Mississippi, will be allowed to be filled, graded, cleared or contoured, nor shall any other action be taken thereon whereby the surface drainage from said property will be created, increased, redirected, rerouted, funneled, dispersed, or otherwise affected unless and until all requirements and provisions of this article are fully complied with; provided, however, the grading involved is in total less than two (2) cubic yards.

(Ord. No. 9-1988, § 1, 9-6-88; Ord. No. 15-2007, § 1, 5-1-07)

Sec. 7-241. - Required.

Prior to any work being done falling within the purview of this article, a written land work permit shall first be obtained from the building department of the city. Should the building official be unable to determine the impact of the requested work in the application, he shall refer such application to the city engineer for a final determination. The application required hereunder shall contain such information as the city shall deem meet and proper so as to enable the city to evaluate the effect of the proposed work. Upon request applicant shall submit such engineering work and/or certificates as the city may require in order to issue its permit.

(Ord. No. 9-1988, § 2, 9-6-88)

**STATEMENT OF MARTHA KUKI**  
**FOR THE AUGUST 8, 2023 PLANNING COMMISSION MEETING**

Dear Planning Commission Members:

I looked at the lot next door with an eye to taking pictures that would show the difference in elevation, and found that it was hard to see that difference through the tree line. Looking across the lot as a whole, I asked myself why I was so concerned. The lot doesn't look that much lower.

As I thought about this, I realized that I'm concerned about that lot being built over with impermeable surface because that lot forms part of the natural drainage of my property. It is part of the drainage of the house behind it on Russell Avenue as well, because water does not respect property lines, and because the City has not provided the stretch of Porter Avenue and Russell Avenue in question with storm drain access.

I have observed this because I'm a gardener. In the 11 years I have lived at 1309 Porter Avenue, I have spent most of my time gardening, and have gradually, over time, with my own knowledge and labor, built up flower beds both in the front of my yard and in the back. There were no plantings on this property when I moved in. It had a fenced-in dog yard. Now it has beautiful garden beds and crepe myrtle trees. I don't grow vegetables. I grow flowers, and my front garden in spring is a place that local people walk out of their way to see. This garden is in danger of being drowned if the proposed structures are allowed.

Because I'm a gardener and spend a lot of time outside, I notice where the water goes. I notice that my front yard and my backyard can be left standing ankle deep for a couple of hours after a big rain, like the 5 inches we got one night recently. But after a few hours, unless we're already really saturated, that water will drain away.

In contrast, on the lot at 1303 Porter Avenue a lake forms, a very shallow extensive pool that covers a good bit of the lot, particularly the half that fronts Porter Avenue. This water will remain standing for hours longer than the water in my yard. In times of very heavy rain, or when our soil is already saturated before the rain, that shallow lake will still be standing on 1303 Porter Avenue the next day, and even the day after that.

This standing water on 1303 Porter Avenue does not represent an extra amount of rain that fell on that one lot. That's rain that fell on the street, on 1303 Porter Avenue, on the lot behind 1303, and my lot, all of which share the characteristic of having no storm drains, and having the street level raised in places above the level of the sidewalk. 1303 Porter Avenue is the local minimum, the low place. Our lots cannot drain onto the street, because the street is too high, and there is no storm drain access points to receive the water anyway.

Part of what is proposed for 1303 Porter Avenue is a pool. If a pool is built at 1303 Porter Avenue, not only will there be an increased surface area of impermeability, but all of the large volume of soil that is removed will be lost from the local drainage. There will be nowhere for that volume of water to go any longer, and it will have to go somewhere else.

That is also true of the footprint of a house built on that lot. Its driveway, its patio, and whatever impermeable surfaces are added will cause water that had drained there to be pushed back somewhere else. That's just how water works.

If the proposed structures are built at 1303 Porter Avenue, how is the City going to remediate the drainage problem that is going to result? The water has to go somewhere. Drainage is already bad on my property with no place to send the water to, no drains to carry the water away. Where is the water that is being turned back going to go?

We live in an area that is prone not only to heavy rainfall but also to catastrophic rainfall events, such as tropical storms and hurricanes.

If this variance is granted and drainage is not remediated, it is a threat to my property value as well as to the gardens I have worked so long to build, and I am here today so that this question cannot be ignored. If a variance is granted for the proposed structures to be built on the lot at 1303 Porter Avenue, it will be clear that the resulting problem is the responsibility of the City, and it will be on the record.

I am providing photographs of my yard and the planting in my garden. You will note that the surfaces are permeable and designed to handle water in an environmentally responsible manner.

I am opposed to the granting of the requested variance. I am opposed to the development of an undersized lot where the City of Ocean Springs does not have adequate drainage.

Thank you for your consideration of this matter.

Martha T. Kuki











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](http://www.oceansprings-ms.gov)

## MEMORANDUM

To: Mayor & Board of Aldermen

From: Carolyn Martin, Planning & Grants Admin

Re: Authorization to Executed Memorandum of Agreement (MOA) with MS  
Department of Marine Resources for Maintenance of 323 Front Beach Drive

Section: CONSENT AGENDA

Meeting Date: August 15, 2023

The property at 323 Front Beach is currently owned by the MS Department of Marine Resources (DMR) and is used as open space only. The property is occasionally used by both DMR and the city for the support of public events. A Memorandum of Agreement (MOA) was executed in November 2017 to allow both entities to maintain and utilize the property within existing use restrictions as needed for the public benefit. This agreement had an expiration date of August 2022.

The attached agreement has been drafted to continue this agreement under the same terms. I respectfully request authorization to execute this agreement pending concurrence from DMR.





## **STATE OF MISSISSIPPI**

Tate Reeves  
Governor

## **MISSISSIPPI DEPARTMENT OF MARINE RESOURCES**

Joe Spraggins, Executive Director

## **MEMORANDUM OF AGREEMENT**

### **BETWEEN**

## **MISSISSIPPI DEPARTMENT OF MARINE RESOURCES**

### **AND**

## **CITY OF OCEAN SPRINGS**

### **BACKGROUND**

The Mississippi Department of Marine Resources (MDMR) was the recipient of a Coastal Impact Assistance Grant (Award #F12AF70224, Project #MS.R. 725-4 Mississippi Gulf Coast Waterfront Land Acquisition, Phases 1, 2, 3 and 4-Reynolds Property, State of Mississippi) a federally funded project to acquire properties for preservation, conservation, and restoration.

### **HISTORY OF THE SITE**

The subject property is located at 323 Front Beach Drive in Ocean Springs, MS. It is approximately .90 acres of beachfront in a picturesque multi-use neighborhood and is zoned R1-A.

### **DESCRIPTION OF PROJECT**

The MDMR acquired the parcel of land, in fee simple title, and placed a restrictive covenant on the property in accordance with the conditions of MS.R. 725-4.

### **DESCRIPTION OF COOPERATIVE EFFORT**

The MDMR and the City of Ocean Springs (COS) recognize the need to continue their cooperative relationship to ensure that the Reynolds property is maintained as a green space/natural area and waterfront buffer between the Mississippi Sound and adjacent residentially zoned neighborhood.

### **TERMS OF AGREEMENT**

This agreement shall be valid, unless otherwise cancelled by one of the parties in writing. The written agreement of both parties may modify this agreement. At any time, either party has the right to withdraw their participation in this agreement upon thirty (30) days written notification to the remaining party. The parties shall notify one another of any significant changes to the site and/or to responsible personnel. Notification of any such changes shall be made within seven (7) business days from the date of change.

### **MDMR's RESPONSIBILITIES**

As owner of the property, MDMR will continue to monitor and oversee the property to ensure that the property continues to be preserved in perpetuity for flood mitigation as well as providing a natural filter for water flowing into the Mississippi Sound from lands to the north.

### **COS's RESPONSIBILITIES**

The COS, at its discretion, may enter the property to perform routine maintenance of the grounds.

### **STATEMENT REGARDING LIABILITIES**

MDMR and COS each, respectively, agree to be responsible only to the extent allowed by Mississippi law, for the negligent and intentional acts of their respective employees that arise out of or are related to their performance under this agreement. However, nothing herein shall be construed as conflicting with the Mississippi Tort Claims Act (Miss. Code § 11-46-1, *et seq.*).

### **SEVERABILITY**

If any term or provision of this agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent authority, the remainder of this agreement shall not be affected thereby and each term and provision of this agreement shall be valid and enforceable to the fullest extent permitted by law.



### **COMPLIANCE WITH LAWS**

This agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the state courts of the State of Mississippi.

### **ENTIRE AGREEMENT**

This agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces all prior negotiations, understandings, and agreements, written or oral, between the parties relating hereto.

### **NO THIRD-PARTY BENEFICIARIES**

This agreement is for the sole benefit of the Parties 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.

### **NOTICES**

All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by Certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the MDMR:

Joe Spraggins, Executive Director  
Mississippi Department of Marine Resources  
1141 Bayview Avenue  
Biloxi, MS 39530

For the COS:

Kenny Holloway, Mayor City of Ocean Springs  
Post Office Box 1800  
Ocean Springs, MS 39566-1800

**AUTHORITY**

The parties hereby represent and warrant that the execution of this agreement has been duly authorized by the requisite authorities and the parties, and that this agreement will be valid and legally binding upon the parties and enforceable in accordance with its terms when executed and delivered.

\_\_\_\_\_  
Joe Spraggins, Executive Director  
MISSISSIPPI DEPARTMENT OF  
MARINE RESOURCES

Date: \_\_\_\_\_

\_\_\_\_\_  
Kenney Holloway, Mayor  
CITY OF OCEAN SPRINGS

Date: \_\_\_\_\_

## MEMORANDUM

To: Mayor & Board of Aldermen

From: Carolyn Martin, Planning & Grants Admin

Re: Authorization to Execute Memorandum of Understanding (MOU) for GOMESA Funding – Award #3000035789 – Department of Marine Resources – OS Sewer Rehabilitation – \$1,960,000.00

Section: CONSENT AGENDA

Meeting Date: August 15, 2023

The application for the above referenced funding was approved for submittal in July 2021. The Ocean Springs Sewer Rehabilitation project has been approved for funding in the amount of \$1,960,000.00. This project will address more than 10 miles of sewer main that has exceeded its useful life has been identified and, though the City continues to focus resources towards the repair of the system, the City continues to experience numerous sewer overflows that impact the water quality of surrounding receiving streams and sensitive habitat. The project will focus on rehabilitation of the sewer system in flood prone areas that are increasingly at risk due to their vulnerability to extreme weather events and having negative impacts on surface water quality.

I respectfully request authorization to execute the attached Memorandum of Understanding (MOU) to facilitate the project as discussed above.



## STATE OF MISSISSIPPI

Tate Reeves  
Governor

### MISSISSIPPI DEPARTMENT OF MARINE RESOURCES

Joe Spraggins, Executive Director

#### **MEMORANDUM OF UNDERSTANDING BETWEEN THE MISSISSIPPI DEPARTMENT OF MARINE RESOURCES AND CITY OF OCEAN SPRINGS**

This Memorandum of Understanding (the "MOU") is entered into between the Mississippi Department of Marine Resources (hereinafter "MDMR") and City of Ocean Springs (hereinafter "COOS") for the purpose of establishing the agreed upon conditions under which MDMR may allocate funds to COOS for Ocean Springs Sewer Rehabilitation ("the Project") pursuant to the Gulf of Mexico Energy Security Act of 2006, Public Law 109-432 (hereinafter "GOMESA"). This MOU is entered into pursuant to and subject to the terms of GOMESA and relates to MDMR funds obtained through GOMESA, in the amount of One Million Nine Hundred Sixty Thousand Dollars and No Cents (\$1,960,000.00). The COOS will use some or all of the funds, which will be provided on a reimbursement basis, to advance the Project.

#### **RECITALS**

**WHEREAS**, GOMESA authorizes the disbursement of funds for projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, infrastructure directly affected by coastal wetland losses, as well as mitigation of damage to fish, wildlife, or natural resources; and,

1141 Bayview Avenue · Biloxi, MS 39530-1613 · Tel: (228) 374-5000 · [dmr.ms.gov](http://dmr.ms.gov)

**WHEREAS**, funding for GOMESA is directed to the State of Mississippi through the Bureau of Ocean Energy Management within the Department of Interior; and,

**WHEREAS**, the Governor of the State of Mississippi has directed that MDMR will administer GOMESA funding for the State; and,

**WHEREAS**, MDMR is authorized to allocate and disburse GOMESA funds in accordance with GOMESA in a manner as determined by the MDMR; and,

**WHEREAS**, GOMESA funds are federal funds and cannot be used to match any other federal funds unless those programs specifically state that such funds can be used for matching; and,

**WHEREAS**, the primary goal of the Project is to mitigate the impact of aging infrastructure on the surrounding environment. The project consists of sewer infrastructure repairs and upgrades to both the lines and the manholes in two primary locations:  
1) Fort Bayou Estates: North of Hwy. 90 between Bristol and King Henry Drive; and,  
2) Porter Avenue and Lafontaine between Dewey Avenue and General Pershing Avenue.

**WHEREAS**, COOS asserts that the Project's goals/objectives is to address aging infrastructure that has a direct negative impact on environmentally sensitive habits. The approximate 3.7 miles of sewer main lines will be lined and 108 manholes rehabilitated to correct this problem. The primary objective with this activity is to mitigate the impact of infiltration and overflows on the natural environment and sensitive habitats. This will be accomplished by both enhancing the resiliency of the infrastructure and preventing infiltration leading to unnecessary overflows thereby reducing the negative environmental impact to delicate ecosystems.

**WHEREAS**, the MDMR requests COOS maintain on file all documentation related to the receipt, investment and expenditure of the funds provided for the Project, and furnish any such documentation to the MDMR upon request; and,

**WHEREAS**, COOS agrees to expend the funds in accordance with the purposes as outlined in GOMESA; and,

**WHEREAS**, COOS agrees to provide quarterly and final reports to MDMR that summarize the expenditure of the funds reimbursed by MDMR and the status of the Project until such time as the final expenditure of these funds has been made; and,

**WHEREAS**, MDMR finds, consistent with GOMESA, that it is in the best interest of the State of Mississippi that funds made available from GOMESA should be allocated to COOS, on a reimbursement basis, for the Project.

**NOW THEREFORE, IT IS MUTUALLY AGREED BY THE MISSISSIPPI DEPARTMENT OF MARINE RESOURCES AND CITY OF OCEAN SPRINGS, AS FOLLOWS:**

**SECTION 1.** Each and all of the facts and findings set forth in the preamble clauses of this memorandum are hereby found and determined to be true and accurate and are incorporated



herein by this reference thereto as though set forth again in words and figures.

**SECTION 2.** This MOU shall be effective upon execution by both parties and shall remain in effect for a term of three years (36 months) with one optional one-year (12 months) renewal, for a total of four (4) years, unless terminated earlier. The term may be extended prior to expiration upon the written agreement of both parties.

**SECTION 3.** MDMR, pursuant to GOMESA, shall provide funds received from Mississippi's allocation of GOMESA funding in an amount up to One Million Nine Hundred Sixty Thousand Dollars and No Cents (\$1,960,000.00) to COOS, on a reimbursement basis, for the purpose of providing funds to accomplish the Project as described herein.

**SECTION 4.** COOS shall request payment of funds hereunder for Project costs on a reimbursement basis (such requests, "Reimbursement Requests"), unless otherwise directed by MDMR. COOS shall submit written Reimbursement Requests no more frequently than monthly and no less frequently than quarterly. Each Reimbursement Request must be accompanied by detailed supporting documentation of costs incurred as required by MDMR. All Reimbursement Requests for time periods ending June 30 of any year during the term of this MOU shall be submitted no later than July 31 of that same year. MDMR will pay all properly documented Reimbursement Requests within forty-five (45) days after MDMR's receipt of same, except for any amounts disputed by MDMR in good faith. Reimbursement Requests shall be sent to Russell Weatherly, GOMESA Project Manager, Mississippi Department of Marine Resources, 1141 Bayview Avenue, Biloxi, MS 39530, [russell.weatherly@dmr.ms.gov](mailto:russell.weatherly@dmr.ms.gov).

**SECTION 5.** COOS agrees to use all funds received from MDMR as allocated from GOMESA funding **solely** for the purposes set forth herein and authorized by GOMESA and upon the terms and provisions of this MOU; and further, by execution of this MOU, COOS does hereby certify that all GOMESA funds it receives from the MDMR shall be used exclusively for the Project. COOS understands that failure on its part to adhere to any provision within this MOU may result in termination of this MOU by the MDMR and in immediate action by the State to recover any improperly expended funds.

**SECTION 6.** COOS agrees to comply with all applicable provisions of CFR 2 §200, *et seq.*, including §200.501 which states that a non-Federal entity that expends Seven Hundred Fifty Thousand Dollars and No/100 (\$750,000.00) or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year.

**SECTION 7.** COOS agrees to comply with all applicable provisions of Section 70914 of the Infrastructure Investment and Jobs Act (Pub. L. 117-58), also known as the Build America, Buy America Act.

**SECTION 8.** COOS agrees to maintain on file all documentation in accordance with the recitals of this MOU and to submit such documentation to MDMR upon request.

**SECTION 9.** COOS agrees to provide MDMR quarterly reports summarizing expenditure

of GOMESA funds received from MDMR for the Project and the status of the Project until such time as the final expenditure or final investment of the funds has been made. The first quarterly report shall be provided within ninety (90) days of the effective date of this MOU, and thereafter within thirty (30) days of each calendar quarter end. COOS shall also provide MDMR with a final report summarizing the expenditures and use of the funds upon completion of the Project and final expenditure. Failure to timely submit reports may result in delay of payment of Reimbursement Requests. Reports shall be sent to Russell Weatherly, GOMESA Project Manager, Mississippi Department of Marine Resources, 1141 Bayview Avenue, Biloxi, MS 39530, [russell.weatherly@dmr.ms.gov](mailto:russell.weatherly@dmr.ms.gov).

**SECTION 10.** COOS agrees to maintain copies of all invoices and documentation related to the funds allocated by MDMR for the Project sufficient to satisfy and confirm, to MDMR's satisfaction, that such funds have been expended **solely** for the purposes provided in GOMESA.

**SECTION 11.** COOS shall comply with and all activities under this MOU shall be subject to all applicable Federal, State, and local laws and regulations, as now existing and as may be amended or modified.

**SECTION 12.** COOS understands and acknowledges that if the Mississippi State Legislature fails to pass an appropriation bill for the MDMR and the prior year's appropriation bill expires, or if the Legislature fails to give MDMR the authority to expend funds, or if funds are otherwise unavailable, then the MDMR may, in its sole discretion, terminate this agreement or issue a Stop Work Order to COOS in lieu of termination. If a Stop Work Order is issued, COOS agrees to adhere to its terms.

**SECTION 13.** This MOU shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflict of laws provisions, and any litigation with respect thereto shall be brought in the state courts of Harrison County, Mississippi.

**SECTION 14.** Attached hereto as Attachment A and incorporated herein by reference is the document supporting the request for GOMESA funding submitted by COOS. This document outlines the scope of work to be completed for the Project. Any change in the scope of work is subject to approval by the MDMR in writing and may require an amendment to this MOU and written approval of the GOMESA Committee and others.

**SECTION 15.** Attached hereto as Attachment B and incorporated herein by reference is the budget for the Project submitted by COOS.

**SECTION 16.** Attached hereto as Attachment C and incorporated herein by reference is the Project Selection Form approved and executed by the GOMESA Committee. In the event of a discrepancy between Attachment A and Attachment C, Attachment C will govern.

**SECTION 17.** All notices or information required or permitted to be given pursuant to this MOU shall be in writing and personally delivered or sent by Certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the

address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

**For COOS:**

City of Ocean Springs  
Attention: Kenny Holloway, Mayor  
1018 Porter Avenue  
Ocean Springs, MS 39564  
[kholloway@oceansprings-ms.gov](mailto:kholloway@oceansprings-ms.gov)

**For MDMR:**

Mississippi Department of Marine Resources  
Attention: Joe Spraggins, Executive Director  
1141 Bayview Ave.  
Biloxi, Mississippi 39530  
Email: [crystal.matta@dmr.ms.gov](mailto:crystal.matta@dmr.ms.gov)

**IN WITNESS WHEREOF**, the parties have affixed their signatures on the dates indicated below.

**MISSISSIPPI DEPARTMENT OF MARINE RESOURCES**

**By:** \_\_\_\_\_

**Joe Spraggins, Executive Director**

**Date:** \_\_\_\_\_

**CITY OF OCEAN SPRINGS**

**By:** \_\_\_\_\_

**Kenny Holloway, Mayor**

**Date:** \_\_\_\_\_



## GOMESA PHASE II PROJECT FUNDING Request for Funding FY2023

### Official Use Only

Project Number: \_\_\_\_\_

Requesting Agency: \_\_\_\_\_

## PROJECT SUMMARY

**1. Title of Project:***red outlines indicate required fields*

Ocean Springs Sewer Rehabilitation

**2. Location of Project:**

- 1) Fort Bayou Estates: North of Hwy. 90 between Bristol and King Henry Drive
- 2) Between Porter Avenue and Lafontaine between Dewey Avenue and General Pershing Avenue

**3. Requesting Organization:**

City of Ocean Springs

**4. Requesting Organization Representative:**

a. Name: Kenny Holloway

e. Address:

1018 Porter Avenue  
Ocean Springs, MS 39564

b. Position Mayor

c. Phone: 228-875-6722

f. Email:

kholloway@oceansprings-ms.gov

d. Fax:

**5. Funding Requested:**

1,960,000.00

**6. Have any other State or Federal funding sources been identified for the project?**
☐

Yes

☒

No

**7. If yes, enter amount and source of additional funds:**

Amount:

Source of Additional Funds:

**8. Total Project Funds**

1,960,000.00





## **GOMESA PHASE II PROJECT FUNDING**

### **Request for Funding FY2023**

## **PROJECT SUMMARY**

### **9. Provide Brief Project Description/Overview:**

This project consists of sewer infrastructure repairs and upgrades to both the lines and the manholes in two primary locations:

- 1) Fort Bayou Estates: North of Hwy. 90 between Bristol and King Henry Drive
- 2) Between Porter Avenue and Lafontaine between Dewey Avenue and General Pershing Avenue

The purpose is to mitigate the impact of aging infrastructure on the surrounding environment. Aging infrastructure, particularly related to the sewer system, poses a serious environmental risk as it begins to break down. Small intrusions into the lines may not be immediately detectable, but over time the amount of water infiltration into the system results in overflows and groundwater contamination. This is especially a problem when the problem exists in close proximity to sensitive habitat areas.

### **10. LIST Project Goals/Objectives:**

The primary goal of this project is to address aging infrastructure that has a direct negative impact on environmentally sensitive habits. The approximate 3.7 miles of sewer main lines will be lined and 108 manholes rehabilitated to correct this problem. The primary objective with this activity is to mitigate the impact of infiltration and overflows on the natural environment and sensitive habitats. This will be accomplished by both enhancing the resiliency of the infrastructure and preventing infiltration leading to unnecessary overflows. Additionally, the aging infrastructure puts a burden on the city financially in the form of continuous maintenance and the cost of processing the rainwater that infiltrates the sewer system.



# GOMESA PHASE II PROJECT FUNDING

## Request for Funding FY2023

### PROJECT SUMMARY

**11. Which of the following authorized uses set forth in the GOMESA Act does this project fall under? Check all that apply. Explain SPECIFICALLY and in detail how the project meets the required criteria.**

- ☒ (A) *Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses*

Both of the targeted areas are in close proximity to shorelines of either Fort Bayou or the beaches connected to the Gulf of Mexico. Losing protection along the coastlines also impacts the homes and infrastructure connected to them. The drainways leading to the coastlines are also affected, compounding the problem where the infrastructure lies between the coast and the stormwater path.

- ☒ (B) *Mitigation of damage to fish, wildlife, or natural resources.*

Two of the areas identified area are located in watersheds that connect directly to Fort Bayou on the north and the Gulf of Mexico on the south. Lining the approximate 19,300 linear feet (3.7 miles) of sewer main lines and rehabilitating 108 manholes will eliminate the current infiltration and prevent the recurring overflow events, thereby reducing the negative environmental impact and delicate ecosystems.

- ☐ (C) *Implementation of a federally-approved marine, coastal, or conservation management plan.*

- ☒ (D) *Mitigation of the impact of activities through funding of onshore infrastructure projects.*

The goal for this project is to address the areas that have become more problematic as coastlines are negatively impacted and groundwater directly affects buried infrastructure. These utilities require proactive upgrading to reduce the burden on the system and the threat to the environment. More than 10 miles of sewer main have been identified as exceeding its useful life and requiring attention. These areas experience numerous sewer overflows that continue to occur on a regular basis, negatively impacting the water quality of surrounding receiving streams and sensitive habitat.



## GOMESA PHASE II PROJECT FUNDING Request for Funding FY2023

### PROJECT SUMMARY

#### 12. Project Timetable/Milestones:

- \* Procurement of professional services would begin within 30 days of project initiation.
- \* Once a contract is in place, the Engineer will work with city staff to finalize the construction drawings for permitting and advertisement.
- \* A contractor will be selected consistent with State Procurement Guidelines. The contract will be approved by the Board of Aldermen and work will begin once all agreements are executed.
- \* The entire project can be completed within 18-24 months depending on permitting requirements.

#### 13. Project Timing



Short-term (3 year or less)



Deferred/long-term (3-5 years)



## GOMESA PHASE II PROJECT FUNDING

### Request for Funding FY2023

## APPLICATION SUMMARY

**14. Current status of architectural/engineering plans & specifications for this project (if applicable):** *Check one from each group.*

**Group 1:** ☐ Completed  
☒ In Progress  
☐ Ready to Bid  
☐ Other (identify)

**Group 2:** ☐ Paid for  
☐ Funds budgeted  
☒ Funds not budgeted

**15. In what way does this project meet the goals and objectives of the Department of Marine Resources, which includes enhancing, protecting and conserving the marine interest of Mississippi for present and future generations.?**

The primary goal of this project is to address aging infrastructure that has a direct negative impact on environmentally sensitive habits. The approximate 3.7 miles of sewer main lines will be lined and 108 manholes rehabilitated to correct this problem. The primary objective with this activity is to mitigate the impact of infiltration and overflows on the natural environment and sensitive habitats. This will be accomplished by both enhancing the resiliency of the infrastructure and preventing infiltration leading to unnecessary overflows. Additionally, the aging infrastructure puts a burden on the city financially in the form of continuous maintenance and the cost of processing the rainwater that infiltrates the sewer system.

This project consists of sewer infrastructure repairs and upgrades to both the lines and the manholes in two primary locations:

- 1) Fort Bayou Estates: North of Hwy. 90 between Bristol and King Henry Drive
- 2) Between Porter Avenue and Lafontaine between Dewey Avenue and General Pershing Avenue

Both of the targeted areas are in close proximity to shorelines of either Fort Bayou or the beaches connected to the Gulf of Mexico. Losing protection along the coastlines also impacts the homes and infrastructure connected to them. The drainways leading to the coastlines are also affected, compounding the problem where the infrastructure lies between the coast and the stormwater path.

The two areas identified are located in watersheds that connect directly to Fort Bayou on the north and the Gulf of Mexico on the south. Lining the approximate 19,300 linear feet (3.7 miles) of sewer main lines and rehabilitating 108 manholes will eliminate the current infiltration and prevent the recurring overflow events, thereby reducing the negative environmental impact and delicate ecosystems.

The goal for this project is to address the areas that have become more problematic as coastlines are negatively impacted and groundwater directly affects buried infrastructure. These utilities require proactive upgrading to reduce the burden on the system and the threat to the environment. More than 10 miles of sewer main have been identified as exceeding its useful life and requiring attention. These areas experience numerous sewer overflows that continue to occur on a regular basis, negatively impacting the water quality of surrounding receiving streams and sensitive habitat.



ENHANCE • PROTECT • CONSERVE

## GOMESA PHASE II PROJECT FUNDING Request for Funding FY2023

### APPLICATION SUMMARY

16. Estimated number of years to completion: 2

17. Estimated Completion Date: December 2025

18. Prioritize if your agency has submitted multiple projects:

3

### SIGNATURES

Requesting Agency Representative:

  
Signature

07/18/2022

Date

Attach a detailed project description, project schematics, drawings, or any regulatory permits as appropriate.

**\*Progress notes must be submitted quarterly on all projects funded by GOMESA.**

**\*\*Before submitting application, please make sure to complete the Budget form on page 7.**



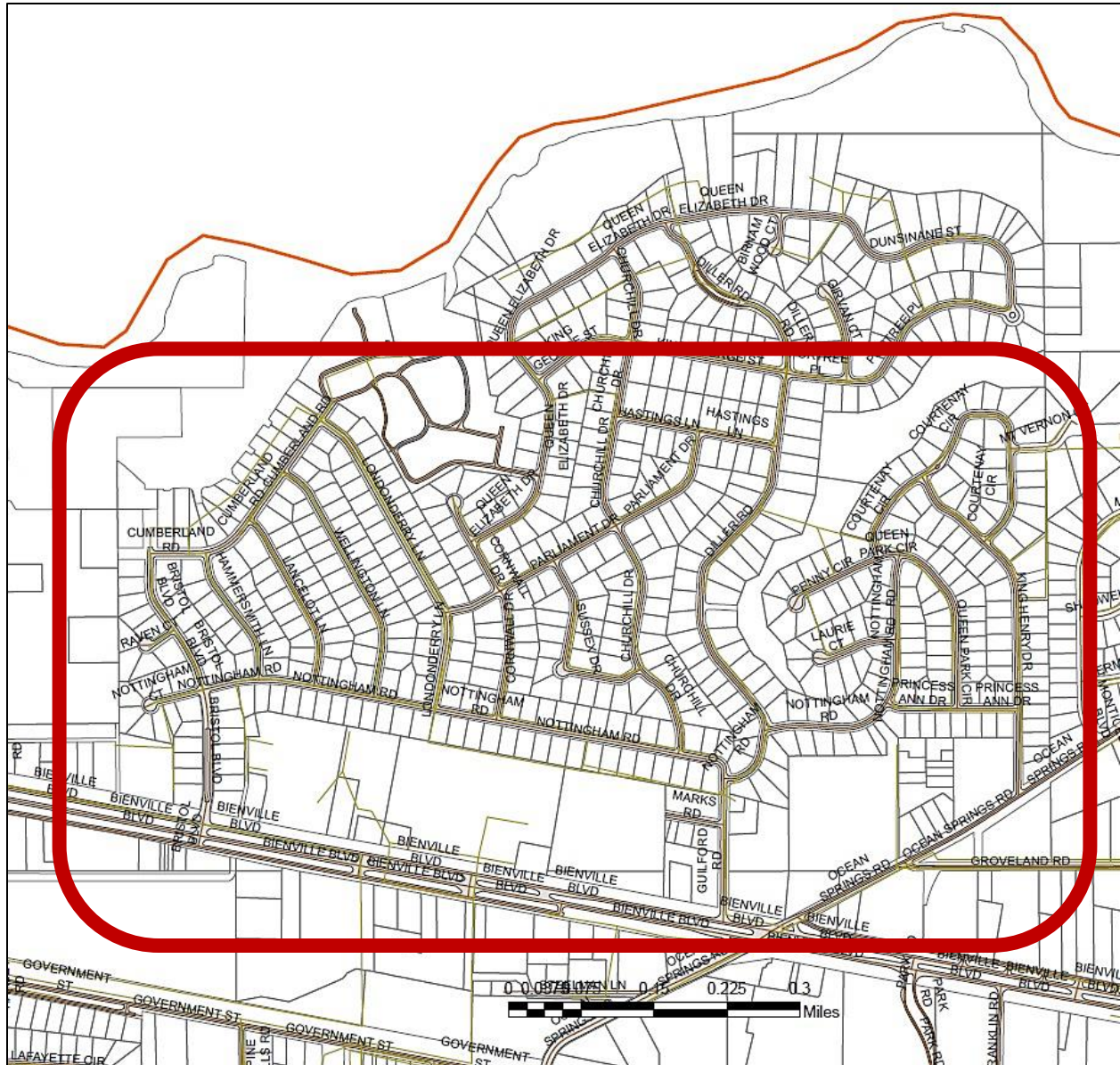


**GOMESA PHASE II PROJECT FUNDING**  
**Request for Funding FY2023**

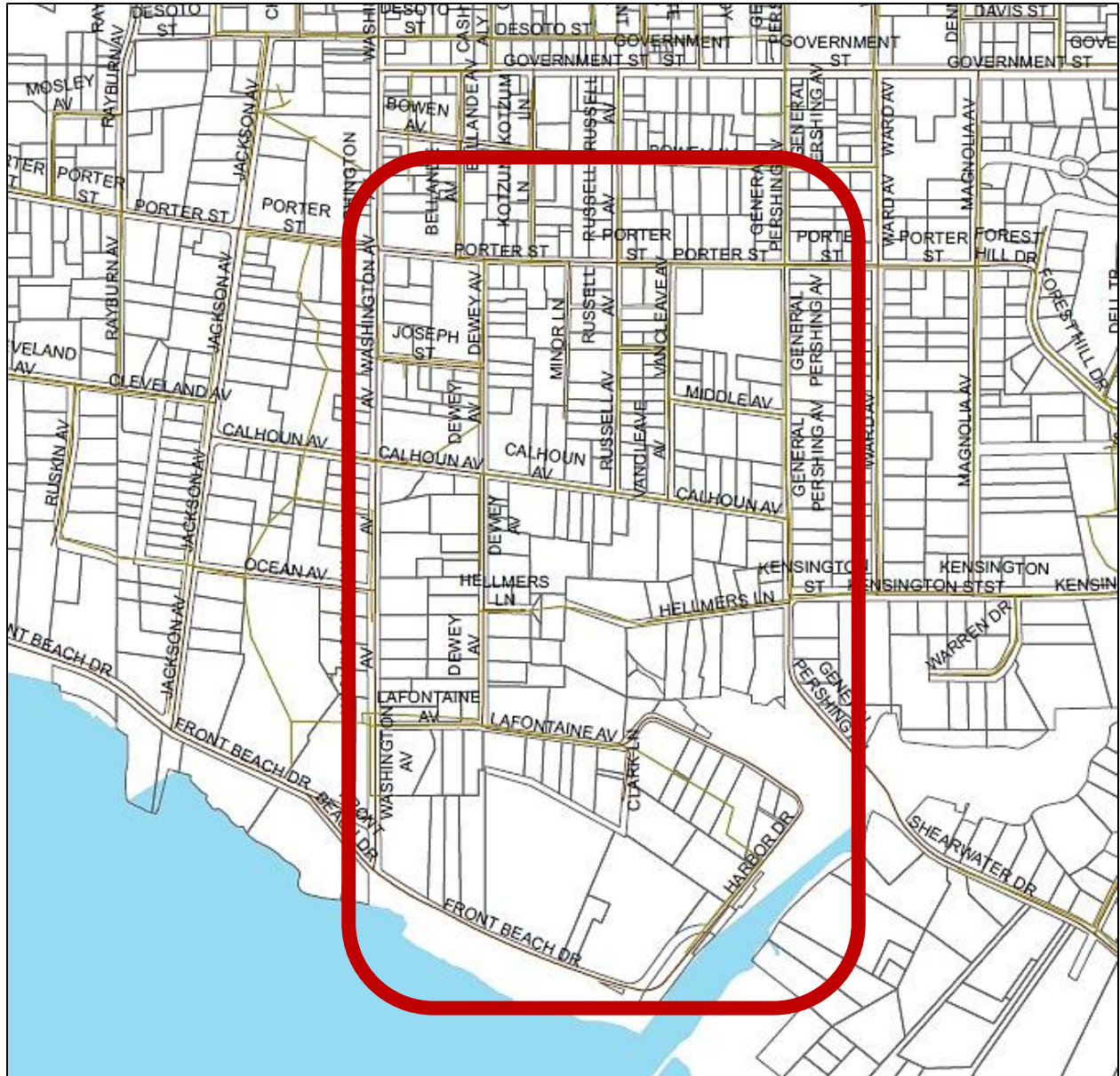
**BUDGET**

| Category                   | Total           |
|----------------------------|-----------------|
| Salaries, wages, Fringe    |                 |
| Travel                     |                 |
| Architecture & Engineering | \$ 235,200.00   |
| Legal                      |                 |
| Consulting                 |                 |
| Construction               | \$ 1,724,800.00 |
| Site Work                  |                 |
| Equipment                  |                 |
| Indirects                  |                 |
| Other                      |                 |
| Total                      | \$ 1,960,000.00 |

**PROJECT LOCATION 1: FORT BAYOU BAYOU ESTATES: NORTH OF HWY. 90  
BETWEEN BRISTOL AND KING HENRY DRIVE**



**PROJECT LOCATION 2: BETWEEN PORTER AVENUE AND LAFONTAINE BETWEEN  
DEWEY AVENUE AND GENERAL PERSHING AVENUE**





HOUSE OF REPRESENTATIVES



H. B. "HANK" ZUBER, III  
District 113  
Jackson County  
429 Hanley Road  
Ocean Springs, Mississippi 39564

Office (228) 875-1097  
Res (228) 875-4866  
hzuber@house.ms.gov

STATE OF MISSISSIPPI

COMMITTEE ASSIGNMENTS:

Banking and Financial Services,  
Chairman  
Congressional Redistricting  
Gaming  
Judiciary B  
Judiciary En Banc  
Legislative Reapportionment  
Management  
Medicaid  
Transportation  
Ways and Means

August 2, 2021

MS Department of Marine Resources  
*Via Electronic Application Submittal*

**Re: City of Ocean Springs – Ocean Springs Sewer Rehabilitation**

To Whom it May Concern:

We are pleased to support the application being prepared for submission by the City of Ocean Springs to address areas of the sewer system that are aging and have been identified as an environmental and public risk. Rehabilitation of the sewer mains and manholes will increase the resiliency of the city's infrastructure which is a vital activity and directly supports the quality of life for all.

This project should be strongly considered for funding as an opportunity to protect the environment and at the same time support the physical, economic, and financial health of the community. We look forward to these improvements for the betterment of Ocean Springs.

Sincerely,

A handwritten signature in black ink, appearing to read "Hank Zuber", written over a printed name.

Hank Zuber  
Mississippi State Representative, District 113

NEW CAPITOL • P.O. BOX 1018 • JACKSON, MISSISSIPPI 39215-1018



*Improving Health.  
Saving Lives.*

August 4, 2021

MS Department of Marine Resources  
*Via Electronic Application Submittal*

**Re: City of Ocean Springs – Ocean Springs Sewer Rehabilitation**

To Whom it May Concern:

We are pleased to support the application being prepared for submission by the City of Ocean Springs to address areas of the sewer system that are aging and have been identified as an environmental and public risk. Rehabilitation of the sewer mains and manholes will increase the resiliency of the city's infrastructure which is a vital activity and directly supports the quality of life for all.

This project should be strongly considered for funding as an opportunity to protect the environment and at the same time support the physical, economic, and financial health of the community. We look forward to these improvements for the betterment of Ocean Springs.

Sincerely,

A handwritten signature in black ink, appearing to read 'Lee Bond', written over a light blue horizontal line.

Lee Bond  
Chief Executive Officer  
Singing River Health System

[SingingRiverHealthSystem.com](http://SingingRiverHealthSystem.com)

**Gulfport**

15200 Community Rd. Gulfport, MS 39503  
(228) 575-7000

**Ocean Springs**

3109 Blenville Blvd. Ocean Springs, MS 39564  
(228) 818-1111

**Pascagoula**

2809 Denny Ave. Pascagoula, MS 39581  
(228) 809-5000





ENHANCE \* PROTECT \* CONSERVE

## GOMESA PHASE II PROJECT FUNDING

### Request for Funding FY2023

### BUDGET

| Category                   | Total                  |
|----------------------------|------------------------|
| Salaries, wages, Fringe    |                        |
| Travel                     |                        |
| Architecture & Engineering | \$ 235,200.00          |
| Legal                      |                        |
| Consulting                 |                        |
| Construction               | \$ 1,724,800.00        |
| Site Work                  |                        |
| Equipment                  |                        |
| Indirects                  |                        |
| Other                      |                        |
| <b>Total</b>               | <b>\$ 1,960,000.00</b> |



ENHANCE ★ PROTECT ★ CONSERVE

## Attachment C

### GOMESA Phase II Funding Project Selection Form

Applicant: Kenny Holloway - Mayor  
First Name Last Name

Business/Agency: City of Ocean Springs

Address: 1018 Porter Avenue Ocean Springs, MS 39564

Phone: 228-875-6722 Email: kholloway@oceansprings-ms.gov

Project Name: Ocean Springs Sewer Rehabilitation

Anticipated Budget: \$1,960,000.00 Anticipated Timeline: 7/1/2023 to 6/30/2026

Projects must meet at least one of the GOMESA criteria listed below. Please check all that apply.  
 Additional justification may be requested.

#### Column A

- ☒ Coastal protection of natural resources
- ☒ Mitigation of natural or marine resources
- ☐ Conservation management
- ☒ Onshore infrastructure projects resulting from coastal damage

#### Column B

- ☒ Coastal restoration and resiliency efforts
- ☐ Ecological restoration

### PROPOSED PROJECT NARRATIVE

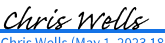
This project consists of sewer infrastructure repairs and upgrades to both the lines and the manholes in two primary locations:

- 1) Fort Bayou Estates: North of Hwy. 90 between Bristol and King Henry Drive
- 2) Between Porter Avenue and Lafontaine between Dewey Avenue and General Pershing Avenue

The purpose is to mitigate the impact of aging infrastructure on the surrounding environment. Aging infrastructure, particularly related to the sewer system, poses a serious environmental risk as it begins to break down. Small intrusions into the lines may not be immediately detectable, but over time the amount of water infiltration into the system results in overflows and groundwater contamination. This is especially a problem when the problem exists in close proximity to sensitive habitat areas.

### REQUIRED SIGNATURES

#### GOMESA Committee:

|                               |                                                                                                                                                                                |                           |                     |       |
|-------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|---------------------|-------|
| MDMR Committee Representative | <u></u><br><small>Joe S. Aggins (May 1, 2023 13:42 CDT)</small><br><small>Signature</small> | Executive Director        | _____               | _____ |
|                               |                                                                                                                                                                                | <small>Title</small>      | <small>Date</small> |       |
| MDA Committee Representative  | <u></u><br><small>Laura Hipp (May 1, 2023 13:58 CDT)</small><br><small>Signature</small>    | Deputy Executive Director | _____               | _____ |
|                               |                                                                                                                                                                                | <small>Title</small>      | <small>Date</small> |       |
| MDEQ Committee Representative | <u></u><br><small>Chris Wells (May 1, 2023 18:12 CDT)</small><br><small>Signature</small>   | Executive Director        | _____               | _____ |
|                               |                                                                                                                                                                                | <small>Title</small>      | <small>Date</small> |       |

## MEMORANDUM

To: Mayor & Board of Aldermen

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

Re: Authorization to Execute Construction Engineering & Inspection (CE&I) Services by Brown, Mitchell, & Alexander, Inc. – Government Street Improvement Project – Phase 2 – Project No. STP-9064-00(010) LPA/106375

Section: CONSENT AGENDA

Meeting Date: August 15, 2023

The selection of Brown, Mitchell, & Alexander, Inc. was approved for the above referenced project as part of the May 16, 2023 agenda. MDOT has approved the selection and completed review of the specifications. To move forward with authorization to advertise, the CE&I contract for construction services must be accepted by the city and included in the package.

Authorization is requested to execute the attached CE&I contract with BMA for construction services pending MDOT concurrence in accordance with MDOT Project Development Manual requirements.

## **CONSTRUCTION ENGINEERING & INSPECTION SERVICES CONTRACT**

***Government Street Sidewalk Improvements  
STP-9064-00(011) LPA/106375-702000  
Jackson County, MS***

THIS CONTRACT, is made and entered into by and between the ***City of Ocean Springs***, a body Politic of the State of Mississippi (the "LPA"), and Brown, Mitchell & Alexander, Inc. (the "CONSULTANT"), a Corporation, duly registered to do business in the State of Mississippi, whose address for mailing is 401 Cowan Road, Suite A Gulfport, MS 39507, effective as of the date of latest execution below.

### **WITNESSETH:**

WHEREAS, the LPA proposes to perform the construction engineering services for Government Street Sidewalk Improvements, hereinafter called the "PROJECT"; and,

WHEREAS, the LPA desires to engage a qualified and experienced CONSULTANT to perform construction engineering services in connection with the PROJECT, all of which are hereinafter called the "SERVICES"; and,

WHEREAS, the CONSULTANT has represented to the LPA that it is experienced and qualified to provide those services, and the LPA has relied upon such representation; and,

WHEREAS, the CONSULTANT herein was chosen for their expertise in performing the services in connection with the PROJECT and found satisfactory by the LPA; which is now desirous of entering into a contract; and

WHEREAS, the CONSULTANT herein was chosen through the LPA Consultant Selection Process pursuant to Mississippi Department of Transportation (hereinafter "MDOT") LPA Project Development Manual and pursuant to Federal Highway Administration ("FHWA") regulations, Engineering and Design Related Service Contracts, 23 C.F.R. Part 172 (as amended) and found satisfactory;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable considerations flowing unto the parties, the receipt and sufficiency of which is hereby acknowledged, the LPA and the CONSULTANT do hereby contract and agree as follows:

### **ARTICLE I. GENERAL RECITALS**

CONSULTANT shall, for the agreed fees, furnish all engineering services and materials required to perform the tasks described in the Scope of Work for the proposed transportation project. In so doing, CONSULTANT shall meet the current industry standards (and those MDOT and LPA standards specified in Exhibit 2) as to general format and content and in addition thereto, any special requirements of the LPA.

THE LPA, in support of CONSULTANT will provide the CONSULTANT a Scope of Work shown in "Exhibit 2" hereto and any other data which may be of assistance to CONSULTANT and within the possession and control of the LPA.

Manuals, guides, and specifications applicable to this CONTRACT shall be those approved and/or adopted by MDOT and in effect on the effective date of this CONTRACT, unless otherwise specified in this Contract or subsequently directed by MDOT during the course of the CONTRACT.

## **ARTICLE II. SCOPE OF WORK**

The CONSULTANT shall conduct the SERVICES in accordance with the Scope of Work attached to this CONTRACT as "Exhibit 2" and made a part hereof as if fully set forth herein. The performance of the SERVICES referred to in "Exhibit 2" shall be the primary basis for measurement of performance under this CONTRACT. The LPA specifically reserves the right and privilege to enlarge or reduce the scope; or to cancel this CONTRACT at any time.

## **ARTICLE III. CONTRACT TERM**

This CONTRACT shall commence upon the latest date of execution below and continue until such time as the above named project is successfully completed to the satisfaction of the LPA at which time this CONTRACT shall absolutely and finally terminate.

The construction engineering services of the CONSULTANT under this contract shall start no earlier than the **date of FHWA/MDOT concurrence in the award of the construction contract by the LPA**, and be completed within 60 days after the final inspection and acceptance of the construction work performed by others. However, the CONSULTANT may not begin work on any feature of this PROJECT prior to receiving a Notice to Proceed from the LPA. The services of the CONSULTANT are anticipated to be needed and completed in an expedient manner. It is understood that construction progress of force account work by the LPA and/or contractor's work shall influence the time period for the CONSULTANT's services. Therefore, it is necessary that construction be completed in accordance with the original time limit set forth in the original construction schedule. The estimated fees in the Cost/Fee breakdown are based on the initial construction time estimate as included in the Contract Documents. If the construction time extends beyond the contract time, through no fault of the CONSULTANT, the LPA agrees to pay the CONSULTANT for the construction engineering services to complete the project with or without Federal participation, subject to approval by MDOT and FHWA.

During the term of this CONTRACT, the LPA reserves the right to terminate this CONTRACT, subject to the approval of MDOT, in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the CONSULTANT, notwithstanding any just claims by the CONSULTANT for payment of SERVICES rendered prior to the date of termination. The LPA must receive written approval from the MDOT Executive Director on behalf of the Mississippi Transportation Commission before the LPA can terminate this CONTRACT. The LPA shall be liable only for the costs, fees and expenses for demobilization and close out of contract, based on actual time and expenses incurred by CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

## **ARTICLE IV. TIME OF PERFORMANCE**

TIME IS OF THE ESSENCE IN THIS CONTRACT. The CONSULTANT shall be prepared to perform its responsibilities for providing SERVICES commencing on the date of execution of the CONTRACT.

## **ARTICLE V. RELATIONSHIP OF THE PARTIES**

The relationship of the CONSULTANT to the LPA is that of an independent contractor, and said CONSULTANT, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the LPA by reason hereof. The CONSULTANT will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the LPA, including



but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

All notices, communications, and correspondence between the LPA and the CONSULTANT shall be directed to the key personnel and agents designated in this contract.

## **ARTICLE VI. COMPENSATION, BILLING & AUDIT**

### **A. Cost and Fees**

The CONSULTANT shall be paid on the basis set forth in "Exhibit 3" to this CONTRACT. Under no circumstances shall the LPA be liable for any amounts, including any costs, which exceed the maximum dollar amount of compensation that is specified in and set forth in "Exhibit 3".

### **B. Monthly Billing**

The CONSULTANT must submit monthly billing to the LPA. (A sample of a preferred invoice is attached as "Exhibit 4".) All billing must be submitted in accordance with the Local Public Agency Consultant Operating Procedures. Each billing shall include all time and allowable expenses through the end of the billing period. Direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. The LPA retains the right to verify time and expense records by audit of any or all CONSULTANT's time and accounting records at any time during the life of the CONTRACT and up to three years thereafter.

If SERVICES are rendered within a given State fiscal year, an invoice requesting payment from the CONSULTANT shall be presented to the LPA within 60 days of the end of the State fiscal year. **Should the CONSULTANT fail to present the invoice within the allotted time, legislative approval may be required before payment can be rendered.**

The CONSULTANT further agrees that FHWA or any other Federal Agency may audit the same records at any time during the life of the CONTRACT and up to three years thereafter, should the funding source for all or any part of the CONTRACT be funds of the United States of America.

### **C. Record Retention**

The CONSULTANT shall maintain all time and expense records incurred on the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of the CONTRACT and for three years from the date of final payment under this CONTRACT for inspection by the LPA, and copies thereof shall be furnished upon request, at the LPA's expense. The CONSULTANT agrees that the provisions of this Article shall be included in any CONTRACT it may make with any subconsultants, assignees or transferees.

### **D. Retainage**

The LPA shall retain the final 5% of the CONSULTANT'S CONTRACT amount until the final payment request has been received and an audit of the total PROJECT cost to date has been completed by the LPA or its designee.

#### **ARTICLE VII. FINAL PAYMENT**

The CONSULTANT agrees that acceptance of the final payment shall be in full and final settlement of all claims arising against the LPA for work done, documents furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the LPA from any and all further claims of whatever nature, whether known or unknown, for and on account of said CONTRACT, including payment for any and all work done, and labor and material furnished in connection with the same. Errors and/or omissions discovered subsequent to the acceptance by the LPA of the final contract documents shall be corrected by the CONSULTANT without additional compensation.

#### **ARTICLE VIII. REVIEW OF WORK**

Authorized representatives of the LPA may at all reasonable times review and inspect the SERVICES under this CONTRACT and any addenda or amendments thereto. Authorized representatives of the FHWA may also review and inspect the SERVICES under this CONTRACT should funds of the United States of America be in any way utilized in payment for said SERVICES. Such inspection shall not make the United States of America a party to this CONTRACT, nor will FHWA interfere with the rights of either party hereunder.

All reports, drawings, studies and maps prepared by and for the CONSULTANT, shall be made available to authorized representatives of the LPA for inspection and review at all reasonable times in the General Offices of the LPA. Authorized representatives of the FHWA may also review and inspect said reports, drawings, studies and maps prepared under the CONTRACT should funds of the United States of America be in any way utilized in payment for the same. Acceptance by the LPA shall not relieve the CONSULTANT of its professional obligation to correct, at its expense, any of its breaches, errors and/or omissions, in the final version of the work.

The CONSULTANT shall be responsible for performance of and compliance with all terms of this CONTRACT, including the Scope of Work and other exhibits attached to this contract, and including any technical specifications and special requirements of the LPA, and shall be responsible for errors and/or omissions, including those as to conduct and care, format and content, for all aspects of the CONTRACT, and including professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the CONSULTANT.

Failure to comply with any terms of this CONTRACT shall be corrected by the CONSULTANT without additional compensation.

If any breach of CONTRACT, is discovered by LPA personnel after final acceptance of the work by the LPA, then the CONSULTANT shall, without additional compensation, cure any deficiency or breach including errors and/or omissions in designs, plans, drawings, specifications, or other services.

In the event that the project schedule requires that a breach of this CONTRACT be corrected by someone other than the CONSULTANT then the actual costs incurred by the LPA for such corrections shall be the responsibility of the CONSULTANT. The LPA shall give the CONSULTANT an opportunity to correct said breach unless (1) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach within the schedule established by the LPA, or (2) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach to the satisfaction of the LPA.

In the event that the CONSULTANT breaches this CONTRACT, and the breaches of the CONSULTANT are discovered during the construction phase, then an accounting of all costs incurred by the LPA resulting from such breach, including errors and/or omissions, will be made and such amount will be recovered from the CONSULTANT.

#### **ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY**

The CONSULTANT shall indemnify, defend and hold harmless the LPA and all its officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any negligent act, actions, neglect or omission by the CONSULTANT, its agents, employees, or subconsultants during the performance of this CONTRACT, whether direct or indirect, and whether to any person or property for which LPA or said parties may be subject, except that neither the CONSULTANT nor any of his agents or subconsultants will be liable under this provision for damages arising out of the injury or damage to persons or property solely caused or resulting from the negligence of the LPA or any of its officers, agents or employees.

The CONSULTANT'S obligations under this Article, including the obligations to indemnify, defend, hold harmless, pay reasonable attorney fees or, at the LPA'S option, participate and associate with the LPA in the defense and trial or arbitration of any damage claim, lien or suit and any related settlement negotiations, shall be initiated by the LPA'S notice of claim for indemnification to the CONSULTANT. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the LPA entirely responsible shall excuse performance of this provision by the CONSULTANT. In such case, the LPA shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

In conjunction herewith, the LPA agrees to notify CONSULTANT in writing as soon as practicable after receipt or notice of any claim involving CONSULTANT. These indemnities shall not be limited by reason of the listing of any insurance coverage below.

#### **ARTICLE X. INSURANCE**

Prior to beginning any work under this CONTRACT, the CONSULTANT shall obtain and furnish proof of insurance through Certificates of Insurance and, at the LPA's request, copies of insurance policies of the following:

- A. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.
- B. Commercial General Liability Insurance with a minimum combined limit of not less than One Million Dollars (\$1,000,000.00) for each occurrence.
- C. Errors and Omissions (Professional Liability) Insurance in an amount not less than One Million Dollars (\$1,000,000.00) per claim; One Million Dollars (\$1,000,000.00) annual aggregate.
- D. Comprehensive Automobile Liability Insurance, in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.

The LPA shall be listed as a certificate holder of insurance on any of the insurance required under this CONTRACT.

In the event that the CONSULTANT retains any subconsultant or other personnel to perform SERVICES or carry out any activities under or incident to work on any project or phase of this CONTRACT, the CONSULTANT agrees to obtain from said subconsultant or other personnel, certificates of insurance demonstrating that said subconsultant or other personnel shall have sufficient coverage, or the CONSULTANT agrees to include said subconsultant or other personnel within the CONSULTANT'S coverage for the duration of this PROJECT or phase for which said subconsultant or other personnel is employed.

The Insurance coverage recited above shall be maintained in full force and effect by the CONSULTANT during the entire term of the CONTRACT. The LPA shall be notified of cancellation of any of the required insurance by the CONSULTANT and by the insurance company issuing any such cancellation of the required policies. Should the CONSULTANT cease to carry the errors and/or omissions coverage listed

above for any reason, it shall obtain "tail" or extended reporting period coverage at the same limits for a period of not less than three (3) years subsequent to policy termination or contract termination, whichever is longer.

All insurance carriers shall be licensed and in good standing with the Office of the Insurance Commissioner of the State of Mississippi.

A certificate of insurance acceptable to the LPA shall be issued to the LPA by the CONSULTANT prior to beginning any work under this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT as evidence that policies providing the required insurance are in full force and effect. All policies of required insurance shall give thirty days written notice to the LPA before the effective date of cancellation or reduction in limits of any required insurance.

The CONSULTANT will furnish certified copies, upon request, of any or all of the policies and/or endorsements to the LPA prior to the execution of this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT.

The CONSULTANT shall provide the LPA any and all documentation necessary to prove compliance with the insurance requirements of this CONTRACT as such documentation is requested, from time to time, by the LPA.

If the CONSULTANT fails to procure or maintain required insurance, the LPA may immediately elect to terminate this CONTRACT or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the LPA shall be repaid by the CONSULTANT to the LPA upon demand, or the LPA may offset the cost of the premiums against any monies due to the CONSULTANT from the LPA.

#### **ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING**

The CONSULTANT shall comply with the relevant requirements of all federal, state or local laws. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of the CONTRACT. The CONSULTANT warrants that it shall not contribute any money, gift or gratuity of any kind, either directly or indirectly to any employee of the LPA, or to any employee of the Mississippi Department of Transportation. For breach or violation of this warranty, the LPA shall have the right to terminate this CONTRACT without liability, and the CONSULTANT shall forfeit any sums due hereunder at the time of such breach and may be barred from performing any future services for the LPA or participating in any future contracts with the LPA.

#### **ARTICLE XII. EMPLOYMENT OF LPA'S PERSONNEL**

The CONSULTANT shall not employ any person or persons in the employ of the LPA for any work required by the terms of this CONTRACT, without the written permission of the LPA, except as may otherwise be provided for herein.

#### **ARTICLE XIII. MODIFICATION**

If, prior to the satisfactory completion of the SERVICES under this CONTRACT, the LPA materially alters the scope, character, complexity or duration of the SERVICES from those required under this CONTRACT, a supplemental agreement may be executed between the parties. Also, a supplemental agreement may be executed between the parties in the event that both parties agree the CONSULTANT's compensation should be increased due to an unanticipated increase in the nature, scope or amount of work necessary to properly provide the SERVICES required on any particular phase or project begun hereunder.

Oral agreements or conversations with the LPA, any individual member of the LPA, officer, agent, or employee of the Mississippi Department of Transportation, either before or after execution of this CONTRACT, shall not affect or modify any of the terms or obligations contained in this CONTRACT. All modifications to this CONTRACT, amendments or addenda thereto must be submitted in writing and signed by the parties thereto before any work is commenced.

The CONSULTANT may not begin work on any modifications, amendments, or addenda prior to receiving a Notice to Proceed.

Minor changes in the proposal which do not involve changes in the contract maximum not to exceed amount, extensions of time or changes in the goals and objectives of the CONTRACT may be made by written notification of such change by either the LPA or the CONSULTANT to the other party, and shall become effective upon written acceptance thereof (i.e. letter agreement).

#### **ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER**

It is understood by the parties to this CONTRACT that the work of the CONSULTANT is considered personal by the LPA. The CONSULTANT shall not assign, sublet or transfer any or all of its interest in this CONTRACT without prior written approval of the LPA. Under no circumstances will CONSULTANT be allowed to sublet more than 60% of the work required under this contract. It is clearly understood and agreed that specific projects or phases of the work may be sublet in their entirety provided that CONSULTANT performs at least 40% of the overall contract with its own forces. Consent by the LPA to any subcontract shall not relieve CONSULTANT from any of its obligations hereunder, and CONSULTANT is required to maintain final management responsibility with regard to any such subcontract.

The LPA reserves the right to review all subcontract documents prepared in connection with this CONTRACT, and the CONSULTANT agrees that it shall submit to the LPA any proposed subcontract document together with subconsultant cost estimates for review and written concurrence of the LPA in advance of their execution.

The CONSULTANT shall make prompt payment to all subconsultants no later than 15 days from receipt of each payment the LPA makes to the CONSULTANT. Each month, the CONSULTANT shall submit OCR-484-C found on MDOT's website to the LPA along with the Invoice. This form certifies payments to all subconsultants and shows all firms even if the CONSULTANT has paid no monies to the firm during that estimate period (negative report).

#### **ARTICLE XV. OWNERSHIP OF PRODUCTS AND DOCUMENTS AND WORK MADE FOR HIRE**

The CONSULTANT agrees that all reports, computer information and access, drawings, studies, notes, maps and other data, prepared by and for them under the terms of this CONTRACT shall be delivered to, become and remain in the property of the LPA upon creation and shall be delivered to the LPA upon termination or completion of work, or upon request of the LPA regardless of any claim or dispute between the parties. All such data shall be delivered within thirty (30) days of receipt of a written request by the LPA.

The CONSULTANT and the LPA intend and agree that this CONTRACT to be a contract for services and each party considers the products and results of the services to be rendered by the CONSULTANT hereunder, including any and all material produced and/or delivered under this CONTRACT (the "Work"), to be a "work made for hire" under U.S. copyright and all applicable laws. The CONSULTANT acknowledges and agrees that the LPA owns all right, title, and interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto.



If for any reason the Work would not be considered a work made for hire under applicable law, or in the event this CONTRACT is determined to be other than a contract or agreement for a work made for hire, the CONSULTANT does hereby transfer and assign to the LPA, and its successors and assigns, the entire right, title, and interest in and to any Work prepared hereunder including, without limitation, the following: the copyright and all trademark, patent, and all intellectual property rights in the Work and any registrations and copyright, and/or all other intellectual property, applications relating thereto and any renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity, for past, present, or future infringement based on the copyrights and/or all other intellectual property; all rights, including all rights to claim priority, corresponding to the foregoing in the United States and its territorial possessions and in all foreign countries. The CONSULTANT agrees to execute all papers and perform such other proper acts as the LPA may deem necessary to secure for the LPA or its designee the rights herein assigned.

The LPA may, without any notice or obligation of further compensation to the CONSULTANT, publish, re-publish, anthologize, use, disseminate, license, or sell the Work in any format or medium now known or hereafter invented or devised. The LPA'S rights shall include, without limitation, the rights to publish, re-publish, or license a third party to publish, re-publish, or sell the Work in print, on the World Wide Web, or in any other electronic or digital format or database now known or hereafter invented or devised, as a separate isolated work or as part of a compilation or other collective work, including a work different in form from the first publication, and to include or license a third party to include the Work in an electronic or digital database or any other medium or format now known or hereafter invented or devised.

The CONSULTANT shall obtain any and all right, title, and interest to all input and/or material from any third party subconsultant, or any other party, who may provide such input and/or material to any portion of the Work so that said right, title, and interest, and all such interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto, shall belong to the LPA.

For any intellectual property rights currently owned by third parties or by the CONSULTANT and not subject to the terms of this CONTRACT, the CONSULTANT agrees that it will obtain or grant royalty-free, nonexclusive, irrevocable license(s) for or to the LPA at no cost to the LPA to use all copyrighted or copyrightable work(s) and all other intellectual property which is incorporated in the material furnished under this CONTRACT. Further, the CONSULTANT warrants and represents to the LPA that it has obtained or granted any and all such licensing prior to presentation of any Work to the LPA under this CONTRACT. This obligation of the CONSULTANT does not apply to a situation involving a third party who enters a license agreement directly with the LPA.

The CONSULTANT warrants and represents that it has not previously licensed the Work in whole or in part to any third party and that use of the Work in whole or in part will not violate any rights of any kind or nature whatsoever of any third party. The CONSULTANT agrees to indemnify and hold harmless the LPA, its successors, assigns and assignees, and its respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees), arising out of or in any way connected with any breach of any representation or warranty made by CONSULTANT herein.

#### **ARTICLE XVI. PUBLICATION AND PUBLICITY**

The CONSULTANT agrees that it shall not for any reason whatsoever communicate to any third party, with the exception of the MDOT and the FHWA, in any manner whatsoever concerning any of its CONTRACT work product, its conduct under the CONTRACT, the results or data gathered or processed under this CONTRACT, which includes, but is not limited to, reports, computer information and access, drawings, studies, notes, maps and other data prepared by and for the CONSULTANT under the terms of

this CONTRACT, without prior written approval from the LPA, unless such release or disclosure is required by judicial proceeding. The CONSULTANT agrees that it shall immediately refer any third party who requests such information to the LPA and shall also report to the LPA any such third party inquiry, with the exception of the MDOT and/or the FHWA. This Article shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the CONSULTANT to defend itself from any suit or claim.

IT IS FURTHER AGREED, that all approved releases of information, findings, and recommendations shall include a disclaimer provision and that all published reports shall include that disclaimer on the cover and title page in the following form:

*The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of the Local Public Agency, Mississippi Department of Transportation, Mississippi Transportation Commission, the State of Mississippi, or the Federal Highway Administration.*

#### **ARTICLE XVII. CONTRACT DISPUTES**

This CONTRACT shall be deemed to have been executed in Jackson County, Mississippi, and all questions including, but not limited to, questions of interpretation, construction and performance shall be governed by the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect to this CONTRACT shall be brought in a court of competent jurisdiction in Jackson County, State of Mississippi. The CONSULTANT expressly agrees that under no circumstances shall the LPA be obligated to or responsible for payment of an attorney's fee for the cost of legal action to or on behalf of the CONSULTANT.

#### **ARTICLE XVIII. COMPLIANCE WITH APPLICABLE LAW**

- A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.
- B. The CONSULTANT shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this CONTRACT or that may later become effective.
- C. The CONSULTANT shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, national origin, age or disability.
- D. IT IS FURTHER SPECIFICALLY AGREED that the CONSULTANT shall comply and shall require its subconsultants to comply with the regulations for COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and all other applicable federal regulations as stated in "Exhibit 5" which is incorporated herein by reference.
- E. It is agreed that the CONSULTANT will comply with the provisions set forth in Department of Transportation, 49 CFR, Section 18, Et Seq., regarding Uniform Administrative Requirements for Grants and Cooperative agreements in its administration of this CONTRACT or any subcontract resulting herefrom.

- F. The CONSULTANT agrees that it will abide by the provisions of 49 CFR Section 26 regarding disadvantaged business enterprises and include the certification made in "Exhibit 5" to this CONTRACT in any and all subcontracts which may result from this CONTRACTS.
- G. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations CFR 23 Part 634 - Worker Visibility – as stated in “Exhibit 5”.
- H. IMMIGRANT STATUS CERTIFICATION. The CONSULTANT represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The CONSULTANT further represents that it is registered and participating in the Department of Homeland Security’s E-Verify™ employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subconsultants and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The CONSULTANT acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CONSULTANT also acknowledges liability for any additional costs incurred by the LPA due to such contract cancellation or loss of license or permit. The CONSULTANT is required to provide the certification on Exhibit 9 in this CONTRACT to the LPA verifying that the CONSULTANT and subconsultant(s) are registered and participating in E-Verify prior to execution of this CONTRACT
- I. The covenants herein shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

#### **ARTICLE XIX. WAIVER**

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time, or of any other provision hereof, nor shall it be construed to be a modification of the terms of this CONTRACT.

#### **ARTICLE XX. SEVERABILITY**

If any terms or provisions of this CONTRACT are prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this CONTRACT shall not be affected thereby and each term and provision of this CONTRACT shall be valid and enforceable to the fullest extent permitted by law.

#### **ARTICLE XXI. ENTIRE AGREEMENT**

This CONTRACT constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto.

#### **ARTICLE XXII. CONFLICT OF INTEREST**

The CONSULTANT covenants that no public or private interests exist and none shall be acquired directly or indirectly which would conflict in any manner with the performance of the CONSULTANT’S CONTRACT. The CONSULTANT further covenants that no employee of the CONSULTANT or of any subconsultant(s), regardless of his/her position, is to personally benefit directly or indirectly from the

performance of the SERVICES or from any knowledge obtained during the CONSULTANT'S execution of this CONTRACT.

#### **ARTICLE XXIII. AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of the LPA to proceed under this CONTRACT is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this CONTRACT are not forthcoming or are 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 the LPA for the performance of this CONTRACT, the LPA shall have the right, upon written notice to the CONSULTANT, to immediately terminate or stop work on this CONTRACT without damage, penalty, cost, or expense to the LPA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

#### **ARTICLE XXIV. STOP WORK ORDER**

A. **Order to Stop Work.** The LPA may, by written order to the CONSULTANT at any time, and without notice to any surety, require the CONSULTANT to stop all or any part of the work called for by this CONTRACT. This order shall be for a specified period not exceeding twenty-four (24) months after the order is delivered to the CONSULTANT unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the CONSULTANT shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the LPA shall either:

- (1) cancel the stop work order; or
- (2) terminate the work covered by such order according to and as provided in Article III of this CONTRACT.

Prior to the LPA'S taking official action to stop work under this CONTRACT, the Executive Director of MDOT and/or the LPA may notify the CONSULTANT, in writing, of MDOT and/or the LPA's intentions to ask the CONSULTANT to stop work under this CONTRACT. Upon notice from the Executive Director of MDOT and/or the LPA, the CONSULTANT shall suspend all activities under this CONTRACT, pending final action by the LPA.

B. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONSULTANT shall have the right to resume work. If the LPA decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the CONSULTANT'S cost properly allocable to the performance of any part of this CONTRACT and the CONSULTANT asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in this CONTRACT may be made by written modification of this CONTRACT as provided by the terms of this CONTRACT.

C. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the CONSULTANT may be paid for services rendered prior to the Termination. In addition to payment for services rendered prior to the date of termination, the LPA shall be liable only for the costs, fees, and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging and shipment of all

documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

**ARTICLE XXV. KEY PERSONNEL & DESIGNATED AGENTS**

CONSULTANT agrees that Key Personnel identified as assigned to this PROJECT shall not be changed or reassigned without prior approval of the LPA or, if prior approval is impossible, and then notice to the LPA and subsequent review by the LPA which may approve or disapprove the action. For purposes of implementing this section and all other sections of this CONTRACT with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise identified in the addenda hereto:

**LPA:**

For Contractual Matters:

**Kenny Holloway, Mayor**  
City of Ocean Springs  
1018 Porter Avenue  
Ocean Springs, MS 39564  
Phone: (228) 875-4326  
Fax: (875) 875-7249  
[kholloway@oceansprings-ms.gov](mailto:kholloway@oceansprings-ms.gov)

For Technical Matters:

**Carolyn Martin, Planning & Grants Administrator**  
City of Ocean Springs  
1018 Porter Avenue  
Ocean Springs, MS 39564  
Phone: (228) 230-1969  
Fax: (228) 875-7249  
[cmartin@oceansprings-ms.gov](mailto:cmartin@oceansprings-ms.gov)

**CONSULTANT:**

For Contractual Matters:

**Benjamin Smith P.E., Vice President**  
Brown, Mitchell & Alexander, Inc.  
401 Cowan Road, Suite A  
Gulfport, MS 39507  
Phone: (228) 864-7612  
Fax: (228) 864-7676  
[ben@bmaengineers.com](mailto:ben@bmaengineers.com)

For Technical Matters:

**Benjamin Smith, P.E., Vice President**  
Brown, Mitchell & Alexander, Inc.  
401 Cowan Road, Suite A  
Gulfport, MS 39507  
Phone: (228) 864-7612  
Fax: (228) 864-7676  
[ben@bmaengineers.com](mailto:ben@bmaengineers.com)

Licensure Number  
from the Mississippi  
Board of Licensure  
for Professional  
Engineers/Architects and Surveyors:

P.E. # 18333  
Surveyor # \_\_\_\_\_  
Or  
Architect's # \_\_\_\_\_

Licensure Number  
from the Mississippi  
Board of Licensure  
for Professional  
Engineers/Architect's and Surveyors:

P.E.# 18333  
Surveyor # \_\_\_\_\_  
Or  
Architect's # \_\_\_\_\_



**ARTICLE XXVI. AUTHORIZATION**

Both parties hereto represent that they have authority to enter into this CONTRACT and that the individuals executing this CONTRACT are authorized to execute it and bind their respective parties and certified copies of the applicable LPA Order and the Resolution of the Corporate Board of Directors of the CONSULTANT are attached hereto as "Exhibit 1" and incorporated herein by reference and made a part hereof as if fully copied herein in words and figures.

WITNESS this my signature in execution hereof, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

*City of Ocean Springs, MS*

\_\_\_\_\_  
*Kenny Holloway, Mayor*

WITNESS this my signature in execution hereof, this the 10<sup>th</sup> day of August, 2023.

*Brown, Mitchell & Alexander, Inc.*

*Benjamin Smith*  
Benjamin Smith, P.E., Vice President

ATTEST: *[Signature]*  
(for CONSULTANT)

Exhibits attached hereto and incorporated by reference into this contract include those identified on the attached page entitled "List of Exhibits".

## LIST OF EXHIBITS

1. Evidence of Authority
2. Scope of Work
3. Fees and Expenses.
4. Sample Invoice
5. Notice to the CONSULTANT
6. CONSULTANT's Certification Regarding Debarment, Suspension and Other Responsibility Matters.
7. Certification of LPA
8. *{This Exhibit was intentionally left blank}*
9. Prime Consultant EEV Certification and Agreement

## **EXHIBIT 1**

{{{{Attach a copy of authority to execute contracts on behalf of the LPA}}}}

{{{{Attach a copy of authority to execute contracts on behalf of the CONSULTANT here}}}}

## EXHIBIT 2

### Scope of Work

#### INTRODUCTION

*The CONSULTANT will be providing the Construction Engineering & Inspection (CE&I) services to administer this construction contract in accordance with the latest version of the Mississippi Department of Transportation (MDOT) LPA Project Development Manual (PDM). The CONSULTANT is required to adhere to the MDOT standards for this project which include the Standard Specifications, Construction, MDOT Materials Division Inspection, Testing, and Certification Manual, MDOT Construction Manual, LPA PDM, and all other documents that are referred to in the Project Construction Contract. The CONSULTANT will be required to use the LPA version of Site Manager software. Should there be a conflict between the LPA PDM and this scope of work, the LPA PDM shall govern.*

#### ENGINEERING ADMINISTRATION:

The engineering administration of construction will be the responsibility of the LPA acting through the CONSULTANT, and will be subject to inspection and approval of the Chief Engineer of the MISSISSIPPI D.O.T., (hereinafter designated as the MDOT), and of the Federal Highway Administration (FHWA) or their representatives.

#### CONSTRUCTION ENGINEERING SERVICES:

Construction engineering services shall consist of all engineering work, respectively, involved from the contract stage, beginning the date of FHWA/MDOT concurrence in award of the construction contract, through the preparation and submission of the final estimate and supporting documents to the MDOT, and shall include the following:

- A. Setting of all stakes to control the work unless otherwise performed by the contractor as dictated by the construction plans, and the resident Project Engineer and other controls to insure that work is performed in accordance with the plans and specifications. All materials to be used in the construction of this project shall be tested and certified by the CONSULTANT as meeting the requirements of the approved plans and specifications in accordance with Federal Aid Policy Guide (FAPG) 23CFR637B, Construction Inspection and Approval.
- B. The CONSULTANT shall promptly prepare, verify and recommend payment of all eligible Contractor's estimates: he shall maintain a project daily diary as the official project record for each project, showing the Contractor's daily operation; and The Engineer's daily activities by names, function performed and hours worked. He shall check and verify the quantities of all materials incorporated in the project; and shall make prompt preparation and submission of the final estimate and supporting documents to the LPA for approval and payment. He shall likewise make such records available at all reasonable times during the contract period. These records, documents, and data shall be available for inspection by the LPA, MDOT, and the Federal Highway Administration and any other authorized representative of the Federal Government, and copies thereof shall be furnished if requested.
- C. **Subsurface Conditions and Utilities.** LPA recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of

CONSULTANT or CONSULTANT's subconsultants with appropriate equipment may fail to detect certain hidden conditions. LPA also recognizes that actual environmental, geological and geotechnical conditions that CONSULTANT properly inferred to exist between sampling points may differ significantly from those that actually exist.

CONSULTANT will locate utilities which will affect the project from information provided by the LPA and utility companies and from CONSULTANT's surveys. In that these utility locations are based, at least in part, on information from others, CONSULTANT cannot and does not warrant their completeness and accuracy.

- D. The duties, responsibilities, and limitations of authority of the resident Project Engineer are listed in this scope of work.

#### A LISTING OF THE DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT ENGINEER.

The CONSULTANT shall furnish a resident Project Engineer, assistants and other field staff to inspect performance of the Work of the CONTRACTOR. Through more extensive on-site inspections of the Work in progress and field checks of materials and equipment by the resident Project Engineer and assistants, the CONSULTANT shall endeavor to provide further protection for the LPA against defects and deficiencies in the Work; but, the furnishing of such services will not make the CONSULTANT responsible for or guarantee the CONTRACTOR'S performance. The duties and responsibilities of the resident Project Engineer are limited to this agreement with the LPA and in the construction Contract Documents, and are further limited and described as follows:

##### I. General:

The resident Project Engineer's dealings in matters pertaining to the on-site work shall in general be with the CONTRACTOR, keeping the LPA advised as necessary. The resident Project Engineer dealings with subcontractors shall only be through or with the full knowledge and approval of the CONTRACTOR. The resident Project Engineer shall generally communicate with the LPA.

##### II. Duties and Responsibilities of the resident Project Engineer:

###### A. Schedules:

Review progress schedule of Shop Drawing submittals and schedule of values prepared by the CONTRACTOR and consult with the LPA concerning acceptability.

###### B. Conferences and Meetings:

Attend meetings with the CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

###### C. Liaison:

- a. Work principally through the CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents; and serve as the LPAS

liaison with the CONTRACTOR when the CONTRACTOR's operations affect the LPA's on-site operations.

- b. Assist in obtaining from the LPA additional details or information, when required for Proper execution of the Work.

**D. Shop Drawings and Samples:**

- a. Record the date of receipt of Shop Drawings and samples.
- b. Take samples and receive samples which are furnished at the site by the CONTRACTOR, and notify the LPA of availability of samples for examination.
- c. Advise the LPA and the CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by the CONSULTANT.

**E. Review of Work, Rejection of Defective Work, Inspections and Tests:**

- a. Conduct on-site observations of the Work in progress to determine if the Work is in general proceeding in accordance with the Contract Documents.
- b. Report to the LPA any Work that is believed to be unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the LPA of Work that should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
- c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that the CONTRACTOR maintains adequate records thereof, and observe, record and report to the LPA appropriate details relative to the test procedures and startups.
- d. Accompany visiting inspectors representing the public or other agencies having jurisdiction over the Project, record the results of these inspections and report to the LPA.

**F. Interpretation of Contract Documents:**

Report to the LPA when clarifications and interpretation of the Contract Documents are needed and transmit to the CONTRACTOR clarifications and interpretations as issued by the LPA.

**G. Modifications:**

Consider and evaluate the CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report to the LPA. Transmit to the CONTRACTOR decisions as issued by the LPA.

**H. Records:**

- a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders,

Field Orders, additional Drawings issued subsequent to the execution of the Contract, clarification and interpretations of the Contract Documents, progress reports, and other Project related documents.

- b. Keep a diary signed daily, recording the CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities of the prime contractors and all subcontractors, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the LPA.
- c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.

**I. Reports:**

- a. Furnish the LPA periodic reports as required of progress of the Work and of the CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
- b. Consult with the LPA in advance of scheduled major tests, inspections or start of important phases of the Work.
- c. Draft proposed Supplemental Agreements, Quantity Adjustments and Work Directive Changes, obtaining backup material from the CONTRACTOR; and recommend Supplemental Agreements, Quantity Adjustments, Work Directive Changes, and Field Orders to the LPA.
- d. Report immediately to the LPA upon the occurrence of any accident.

**J. Payment Requests:**

- a. Review applications for payment with the CONTRACTOR for compliance with the established procedure for their submission and forward to the LPA, noting particularly the relationship of the payment requested to the schedule of values and Work completed and materials and equipment delivered to the site but not incorporated in the Work.

**K. Certificates, Maintenance and Operation Manuals:**

During the course of the Work verify that certificates, maintenance and operations manuals and other data required to be assembled and furnished by the CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the LPA prior to final payment for the Work.

**L. Completion:**

- a. Before issuing a Certificate of Substantial Completion, submit a list of observed items requiring completion or correction to the Contractor.
- b. Conduct a final inspection in the company of the LPA, the CONTRACTOR, the MDOT, & FHWA, and prepare a final list of items to be completed or corrected.

- c. Observe that all items on the final list have been completed or corrected and make recommendations to the LPA concerning acceptance.

### III. Limitations of Authority

#### The resident Project Engineer:

- A. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by the LPA.
- B. Shall not exceed the limitations of the LPA'S authority as set forth in the Contract Documents.
- C. Shall not undertake any of the responsibilities of the CONTRACTOR, subcontractors or the CONTRACTOR'S superintendent.
- D. Shall not advise on, issue directions relative to, or assume control over any aspect of the means, method, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- E. Shall not accept Shop Drawings or sample submittals from anyone other than the Contractor.
- F. Shall not authorize the LPA to occupy the Project in whole or in part.
- G. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by LPA.

### EXHIBIT 3

#### FEES AND EXPENSES

The LPA shall pay the CONSULTANT on a Labor-Hour/Unit Cost Basis, with an upset limit of \$ 75,335.84 for the satisfactory completion of the Scope of Work set forth under "Exhibit 2" hereto, for all salaries, overhead, direct costs and the CONSULTANT'S fixed fees attributable to this CONTRACT.

All charges for services must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, or other items as deemed necessary.

#### Payroll Additive & Overhead:

*The current overhead rates shall be submitted by the CONSULTANT and approved by the MDOT within nine (9) months of the end of the CONSULTANT'S fiscal period. The current overhead rate, as defined in this CONTRACT, shall be the overhead rate for the CONSULTANT'S most recent previous fiscal period. The CONSULTANT'S failure to provide a current overhead rate within nine (9) months of the end of the CONSULTANT'S fiscal period may result in the CONSULTANT being deemed ineligible for any potential Supplemental Agreements with the LPA. Any additions to an existing Labor Hour Rate table via Letter Agreement and/or Supplemental Agreement shall utilize the overhead rate(s) applied to the original CONTRACT. The estimated FCCM for cost proposals, Supplemental Agreements, and invoices must be specially identified and distinguished from the other costs. Profit/Fee shall not include amounts applicable to FCCM.*

All overhead rates submitted to MDOT for approval shall comply with the AASHTO Audit Guide, latest edition, as amended. In addition, the CONSULTANT shall submit written certification in accordance with FHWA Order 4470.1A, as amended, that the indirect cost rate submitted does not include any costs which are expressly unallowable and the indirect cost rate was established only with allowable costs in accordance with the applicable cost principles contained in the Federal Acquisition Regulations (FAR) of 48 CFR part 31.

#### Direct Costs:

Direct Costs are those expenses deemed reasonably necessary by the LPA for the successful completion of the Scope of Work, which are charged directly to the project and not included in overhead. These direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. **However, Direct costs for lodging shall be reimbursed in accordance with FAR 31.205-46(a)(2).** The LPA will reimburse the CONSULTANT'S actual documented expenses; or the amount allowable under the current edition of the MDOT State Travel Handbook, whichever is lower. Except as otherwise specifically provided herein, the procedures generally outlined in the MDOT State Travel Handbook shall govern the allowability of any expense reimbursement. In addition, no meal reimbursement will be allowed when there is no overnight stay.

#### Labor Hour / Unit-cost Rates:

Labor Hour as the term is used herein shall include all direct salaries, audited overhead rate (as approved by MDOT), and profit. The audited overhead rate shall consist of fringe benefits and the general overhead. Unit-costs, as the term is used herein shall include all direct costs, profit, and any other associated costs for the project. Labor Hour / Unit-Costs are not subject to any adjustments on the basis of the CONSULTANT'S cost experience in performing the PROJECT. The Labor Hour / Unit-costs shall not exceed the rates established in EXHIBIT 3 (found in Table 1: Rate Schedule for Labor Hours). Once the



LPA has approved and accepted the work of the CONSULTANT, the LPA will pay the CONSULTANT any unpaid amounts of the PROJECT.

Under no circumstances shall the CONSULTANT alter the personnel, classifications, and rates listed in the Labor Rate Schedule without an approved Letter Agreement signed by both parties.

Table 1: Rate Schedule for Labor Hours

| PERSONNEL NAME       | LABOR CLASSIFICATION                   | Loaded Rate |
|----------------------|----------------------------------------|-------------|
| Benjamin Smith, P.E. | Principal                              | 175.70      |
| Dax Alexander, P.E.  | Principal                              | 175.70      |
| Kevin Mullen, P.E.   | Project Manager / Project Engineer III | 156.51      |
| Brent French, P.E.   | Professional Engineer II               | 151.53      |
| Nick Gant, P.E.      | Professional Engineer II               | 151.53      |
|                      | Drafting Technician II                 | 81.33       |
|                      | Inspector III                          | 101.04      |
|                      | Inspector II                           | 92.91       |
|                      | Business Manager                       | 111.61      |
|                      | Administrative Assistant II            | 81.88       |
|                      | Administrative Assistant I             | 53.68       |

SCHEDULE OF MAXIMUM RATES, EXPENSES & FEES:

Contract Maximums:

Under no circumstances shall the amount payable by the LPA for this CONTRACT exceed \$75,335.84 Total of all Charges) without the prior written consent of both parties

Fee and Expense Summary

| Labor Cost  | Direct Cost | SubConsultant | Total       |
|-------------|-------------|---------------|-------------|
| \$69,329.99 | \$300.00    | \$5,705.85    | \$75,335.84 |

EXHIBIT 4  
SAMPLE INVOICE  
[Labor-Hour/Unit Cost]

LPA's name  
LPA's address

DATE:

ATTENTION: LPA, Consultant Services Administrator

INVOICE NO. 0000 THROUGH 20\_\_\_\_, 20\_\_\_\_  
PROFESSIONAL SERVICES IN ACCORDANCE WITH  
CONTRACT DATED \_\_\_\_\_, 20\_\_\_\_, AS RELATES TO  
PROJECT NO. \_\_\_\_\_ IN \_\_\_\_\_ COUNTY, HIGHWAY \_\_\_\_\_.

CONSULTANT:  
CUSTOMER NUMBER 0000000000 FILE NO. 0000000000

\* LABOR COSTS \$ \$ \$ \$

\*\* DIRECT COSTS \$ \$ \$ \$

PROJECT TOTAL \$ \$ \$ \$

AMOUNT DUE THIS INVOICE: \$

CURRENT PERIOD

PREVIOUS ESTIMATE

TOTAL ALLOWED TO DATE

NOTE:  
1. \* ATTACH SUPPORTING DATA  
2. \*\* DIRECT COSTS (ATTACH SUPPORTING DATA)  
3. THE CONSULTANT MAY USE ITS OWN INVOICE FORM SO LONG AS IT HAS BEEN APPROVED. PRIOR TO SUBMISSION BY THE CONSULTANT SAID FORM SHOULD, AT A MINIMUM, CONTAIN THE ABOVE INFORMATION

**SUPPORTING DATA**

Project No. 00-0000-00-000-00  
County \_\_\_\_\_

| Employee and<br>Classification   | Rate<br>of Pay<br>(in contract) | Current<br>Period<br>Hours | Previous<br>Period |      | Costs<br>To<br>Date |
|----------------------------------|---------------------------------|----------------------------|--------------------|------|---------------------|
|                                  |                                 |                            | Costs              | Date |                     |
| DIRECT LABOR AND DIRECT COSTS    |                                 |                            |                    |      |                     |
| John P. Public, Jr<br>Engineer   | 0.00                            | 0.00                       | 0.00               |      | 0.00                |
| John P. Public, Jr<br>Designer   | 0.00                            | 0.00                       | 0.00               |      | 0.00                |
| John P. Public, Jr<br>Engineer   | 0.00                            | 0.00                       | 0.00               |      | 0.00                |
| John P. Public, Jr<br>Technician | 0.00                            | 0.00                       | 0.00               |      | 0.00                |
| Sub Total                        |                                 | 0.00                       | 0.00               |      | 0.00                |
| Total Labor                      |                                 |                            | 0.00               |      | 0.00                |
| Direct Costs                     |                                 |                            | 0.00               |      | 0.00                |
| Project Total                    |                                 |                            | 0.00               |      | 0.00                |

**EXHIBIT 5**

**NOTICE TO CONTRACTORS, FEDERAL-AID CONTRACT  
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964  
COPELAND ANTI-KICKBACK ACT, DAVIS BACON ACT  
CONTRACT WORK HOURS AND SAFETY STANDARDS ACT  
CLEAN AIR ACT, ENERGY POLICY AND CONSERVATION ACT  
DISADVANTAGED BUSINESS ENTERPRISES, WORKER VISIBILITY**

During the performance of this CONTRACT, the CONSULTANT, for itself, its assignees and successor-in-interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

1. Compliance with Regulations: The CONSULTANT will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this CONTRACT.

2. Nondiscrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, religion, color, sex, national origin, age or disability in the selection and retention of subconsultants including procurement of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the CONTRACT covers a program set forth in Appendix B of the Regulations. In addition, the CONSULTANT will not participate either directly or indirectly in discrimination prohibited by 23 C.F.R. 710.405(b).

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all Solicitations, either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this CONTRACT and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.

4. Anti-kickback provisions: All contracts and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The CONSULTANT shall report all suspected or reported violations to the LPA.

5. Davis Bacon Act: When required by the federal grant program legislation, all construction contracts awarded to contractors and subcontractors in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week.

6. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by or to contractors and subcontractors in excess of \$100,000 which involve the employment of mechanics or laborers shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and

laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (b)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (Contracts and subcontracts in amounts in excess of \$100,000).

8. Energy Policy and Conservation Act. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

9. Disadvantaged Business Enterprises: It is the policy of the Mississippi Department of Transportation to comply with the requirements of 49 C.F.R. 26, to prohibit unlawful discrimination, to meet its goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in a non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the LPA and the CONSULTANT shall comply with the "Mississippi Department of Transportation's Disadvantaged Business Enterprise Programs For United States Department Of Transportation Assisted Contracts".

Neither the CONSULTANT (Contractor), nor any sub-recipient or sub-contractor shall discriminate on the bases of race, color, national origin, or sex in the performance of this contract. The CONSULTANT (Contractor) shall carry out applicable requirements of 49 C.F.R. 26 in the award and administration of United States Department of Transportation assisted contracts. Failure of the CONSULTANT (Contractor) to carry out those requirements is a material breach of the contract which may result in the termination of this contract or such other remedies as the Mississippi Department of Transportation deems appropriate.

10. Worker Visibility: All workers within the right-of-way of a Federal-aid highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel – personal protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107-2004 publication entitled "American National Standard for High-Visibility Safety Apparel and Headwear" – for compliance with 23 CFR, Part 634.

## EXHIBIT 6

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - Certification in accordance with Section 29.510 Appendix A, C.F.R./Vol. 53, No. 102, page 19210 and 19211:

- (1) The CONSULTANT certifies to the best of its knowledge and belief that it and its principals:
  - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (f)(b) of this certification; and
  - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default;
  - (e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT.
- (2) The CONSULTANT further certifies, to the best of his/her knowledge and belief, that:
  - (f) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - (g) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or any employee of a member of Congress in connection with this CONTRACT, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

The certification contained in (f) and (g) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U. S. Code prior to entering into this CONTRACT. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The CONSULTANT shall include the language of the certification in all subcontracts exceeding \$100,000 and all sub-contractors shall certify and disclose accordingly.

I hereby certify that I am the duly authorized representative of the CONSULTANT for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

- (a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement;
- (b) agreed, as an express or implied condition for obtaining this CONTRACT, to employ or retain the services of any firm or person in connection with carrying out the agreement, or
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement except as herein expressly stated (if any).

I acknowledge that this Agreement may be furnished to the Federal Highway Administration, United States Department of Transportation, in connection with the Agreement involving participation of Federal-Aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

SO CERTIFIED this 10th day of August, 2025.

*Brown, Mitchell & Alexander, Inc.*

BY: Benjamin Smith  
*Benjamin Smith, D.E., Vice President*

ATTEST: [Signature]  
My Commission Expires: 2/21/25

Angela Smith Notary  


EXHIBIT 7

CERTIFICATION OF THE LPA

I hereby certify that I am the Chief Administrative Official, duly authorized by the LPA to execute this certification and that the above consulting firm or its representative has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, firm or person, or
- (b) pay, or agree to pay, to any firm, person organization, any fee, contribution, donation, or consideration of any kind except as here expressly stated (if any).

SO CERTIFIED on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

*City of Ocean Springs, Mississippi*

*Kenny Holloway, Mayor*

{Intentionally Left Blank}

**PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT**

By executing this Certification and Agreement, the undersigned verifies its compliance with the, "Mississippi Employment Protection Act," Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by the LPA, Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with the LPA has registered with and is participating in a federal work authorization program\* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603 100 Stat 3359, as amended. The undersigned agrees to inform the LPA if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any entity(s) in connection with the performance of this CONTRACT, the undersigned will secure from such entity(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to the LPA, if requested, for the benefit of the LPA or this CONTRACT.

\_\_\_\_\_  
EEV\* Company Identification Number [Required] **170798**

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars (\$1,000.00) nor more than Ten Thousand Dollars (\$10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY: \_\_\_\_\_ Date \_\_\_\_\_  
Authorized Officer or Agent

Printed Name of Authorized Officer or Agent \_\_\_\_\_ Title of Authorized Officer or Agent of Contractor / Consultant \_\_\_\_\_  
SWORN TO AND SUBSCRIBED before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

\* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

|                                                                                                           |                                              |
|-----------------------------------------------------------------------------------------------------------|----------------------------------------------|
| <b>FEE PROPOSAL</b>                                                                                       |                                              |
| CONSTRUCTION ENGINEERING & INSPECTION                                                                     |                                              |
| <b>Government Street Sidewalk Improvements</b><br><i>(From Hanley Road to Beachview Road)</i>             |                                              |
| Prepared for:<br><b>Mississippi Department of Transportation</b>                                          |                                              |
| <b>Project Number:</b><br><b>STP-9064-00(011) LPA / 106375-702000</b><br><b>CITY OF OCEAN SPRINGS, MS</b> |                                              |
| Prepared by:                                                                                              | <b>BROWN, MITCHELL &amp; ALEXANDER, INC.</b> |
| Date Submitted:                                                                                           | <b>July 27, 2023</b>                         |
| Date Revised:                                                                                             | <b>August 8, 2023</b>                        |



## Cost Summary

### Government Street Sidewalk Improvements (From Hanley Road to Beachview Road)

#### CONSTRUCTION ENGINEERING & INSPECTION

##### BROWN, MITCHELL & ALEXANDER, INC.

|                                       |    |                  |
|---------------------------------------|----|------------------|
| <b>Labor Costs</b>                    |    |                  |
| CE&I Services                         | \$ | 69,329.99        |
| <b>Participating Drive Hours Cost</b> |    |                  |
| CE&I Services                         | \$ | -                |
| <b>Direct Costs</b>                   |    |                  |
| CE&I Services                         | \$ | 300.00           |
| Subtotal                              | \$ | <b>69,629.99</b> |

##### Eustis Engineering, LLC

|                                       |    |   |
|---------------------------------------|----|---|
| <b>Labor Costs</b>                    |    |   |
| CE&I Services                         | \$ | - |
| <b>Participating Drive Hours Cost</b> |    |   |
| CE&I Services                         | \$ | - |

|                     |    |   |
|---------------------|----|---|
| <b>Direct Costs</b> |    |   |
| CE&I Services       | \$ | - |
| Subtotal Cost       | \$ | - |

##### Eustis Engineering, LLC

|                    |    |          |
|--------------------|----|----------|
| <b>Labor Costs</b> |    |          |
| Testing Services   | \$ | 5,705.85 |

|                     |    |          |
|---------------------|----|----------|
| <b>Direct Costs</b> |    |          |
| CE&I Services       | \$ | -        |
| Subtotal Cost       | \$ | 5,705.85 |

#### PROJECT TOTAL COSTS

|    |                  |
|----|------------------|
| \$ | <b>75,335.84</b> |
|----|------------------|

Back-up must be provided for all SubConsultants  
If additional sheets are required, Consultant will be responsible for accuracy

## BILLING RATE TABLE BROWN, MITCHELL & ALEXANDER, INC. CONSTRUCTION ENGINEERING & INSPECTION

|                                  |           |
|----------------------------------|-----------|
| Home Overhead Rate <sup>2</sup>  | 190.31% % |
| FCCM (Home)                      | 0.16% %   |
| Field Overhead Rate <sup>2</sup> | 190.31% % |
| FCCM (Field)                     | 0.16% %   |
| Profit                           | 12.00% %  |

#### REGULAR BILLING TIME

| Classification                     | Raw<br>Wage<br>Rate | Audited<br>OH Rate <sup>3</sup> | FCCM    | Profit   | Regular<br>Billing<br>Rate |
|------------------------------------|---------------------|---------------------------------|---------|----------|----------------------------|
| Principal                          | \$ 54.01            | \$ 102.79                       | \$ 0.09 | \$ 18.82 | \$ 175.70                  |
| Project Manager / Project Engineer | \$ 48.11            | \$ 91.56                        | \$ 0.08 | \$ 16.76 | \$ 156.51                  |
| Professional Engineer II           | \$ 46.58            | \$ 88.65                        | \$ 0.07 | \$ 16.23 | \$ 151.53                  |
| Drafting Technician II             | \$ 25.00            | \$ 47.58                        | \$ 0.04 | \$ 8.71  | \$ 81.33                   |
| Inspector III                      | \$ 31.06            | \$ 59.11                        | \$ 0.05 | \$ 10.82 | \$ 101.04                  |
| Inspector II                       | \$ 28.56            | \$ 54.35                        | \$ 0.05 | \$ 9.95  | \$ 92.91                   |
| Business Manager                   | \$ 34.31            | \$ 65.30                        | \$ 0.05 | \$ 11.95 | \$ 111.61                  |
| Administrative Assistant II        | \$ 25.17            | \$ 47.90                        | \$ 0.04 | \$ 8.77  | \$ 81.88                   |
| Administrative Assistant I         | \$ 16.50            | \$ 31.40                        | \$ 0.03 | \$ 5.75  | \$ 53.68                   |

#### OVERTIME BILLING RATES \*\*

| Classification | Raw<br>Wage<br>Rate | Audited<br>OH Rate <sup>3</sup> | FCCM    | Profit   | Regular<br>Billing<br>Rate |
|----------------|---------------------|---------------------------------|---------|----------|----------------------------|
| Inspector III  | \$ 31.06            | \$ 59.11                        | \$ 0.05 | \$ 10.82 | \$ 116.57                  |
| Inspector II   | \$ 28.56            | \$ 54.35                        | \$ 0.05 | \$ 9.95  | \$ 107.19                  |

<sup>2</sup> Approved by MDOT

<sup>3</sup> If needed, adjust formula to include appropriate overhead rate

\*\*\* Over time may only be allowable for those employees per Federal requirements.

\*\*\* Over time is calculated by Raw Wage only \* 1.5. Overhead and profit shall not be increased by 1.5

| Project Name                                                                    | MIDOT Project No.                     | Consulting Firm Name              | Construction Schedule Approval Date |
|---------------------------------------------------------------------------------|---------------------------------------|-----------------------------------|-------------------------------------|
| Government Street Sidewalk Improvements<br>(From Hanley Road to Beachview Road) | STP-906.4-00(011) LPA / 106375-702000 | BROWN, MITCHELL & ALEXANDER, INC. | 13-Jun-23                           |

| Winter Months                  | Working Days Available | Day | Maximum Additional Hours Considered per Working Day | Maximum Additional Hours Considered |
|--------------------------------|------------------------|-----|-----------------------------------------------------|-------------------------------------|
| December                       |                        |     |                                                     |                                     |
| January                        |                        |     |                                                     |                                     |
| February                       |                        |     |                                                     |                                     |
| Total Inspection Hours Allowed |                        |     |                                                     | 442                                 |

Request for increase in hour range beyond the standard minimum:

| POSITION TITLE                     |  | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Subtotal | Hourly Rate | Extension |
|------------------------------------|--|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|----------|-------------|-----------|
|                                    |  | 19  | 20  | 21  | 21  | 20  | 16  | 11  | 5   | 6   | 7   | 11  | 15  | 19  | 20  |          |             |           |
| Principal                          |  |     |     |     |     |     |     |     |     |     |     |     |     |     |     |          | 0           | \$ 175.70 |
| Project Manager / Project Engineer |  |     |     |     |     |     |     |     |     |     |     |     |     |     |     |          | 0           | \$ 156.51 |
| Professional Engineer II           |  |     |     |     |     |     |     |     |     |     |     |     |     |     |     |          | 0           | \$ 151.53 |
| Drafting Technician II             |  |     |     |     |     |     |     |     |     |     |     |     |     |     |     |          | 0           | \$ 81.33  |
| Inspector III                      |  |     |     |     |     |     |     |     |     |     |     |     |     |     |     |          | 0           | \$ 101.04 |
| Inspector II                       |  |     |     |     |     |     |     |     |     |     |     |     |     |     |     |          | 0           | \$ 92.91  |
| Business Manager                   |  |     |     |     |     |     |     |     |     |     |     |     |     |     |     |          | 0           | \$ 111.61 |
| Administrative Assistant II        |  |     |     |     |     |     |     |     |     |     |     |     |     |     |     |          | 0           | \$ 81.88  |
| Administrative Assistant I         |  |     |     |     |     |     |     |     |     |     |     |     |     |     |     |          | 0           | \$ 53.88  |
| Participating Drive Cost           |  |     |     |     |     |     |     |     |     |     |     |     |     |     |     |          | 0           | \$        |

## CONSTRUCTION ENGINEERING & INSPECTION

Principal  
Project Manager / Project Engineer  
Professional Engineer II  
Drafting Technician II  
Inspector III  
Inspector II  
Business Manager  
Administrative Assistant II  
Administrative Assistant I

|                                       |                    |
|---------------------------------------|--------------------|
| CONTRACTOR'S Project Completion Time: | 49 Productive Days |
| Construction Cost Estimate:           | \$699,260.00       |

# **DIRECT COSTS** \*\*\*\*\*

**BROWN, MITCHELL & ALEXANDER, INC.**  
CONSTRUCTION ENGINEERING & INSPECTION

| POSITION TITLE                     | LODGING | MEALS | TRAVEL | PRINTING  | {OTHER} | MONTH TOTAL |
|------------------------------------|---------|-------|--------|-----------|---------|-------------|
| Principal                          |         |       |        | \$ 4.00   |         | \$ 4.00     |
| Project Manager / Project Engineer |         |       |        | \$ 4.00   |         | \$ 4.00     |
| Professional Engineer II           |         |       |        | \$ 4.00   |         | \$ 4.00     |
| Drafting Technician II             |         |       |        | \$ 4.00   |         | \$ 4.00     |
| Inspector III                      |         |       |        | \$ 20.00  |         | \$ 20.00    |
| Inspector II                       |         |       |        | \$ 20.00  |         | \$ 20.00    |
| Business Manager                   |         |       |        | \$ 20.00  |         | \$ 20.00    |
| Administrative Assistant II        |         |       |        | \$ 204.00 |         | \$ 204.00   |
| Administrative Assistant I         |         |       |        | \$ 20.00  |         | \$ 20.00    |
| TOTAL                              |         |       |        |           |         | \$ 300.00   |

\*\*\*\*\* Provide detail for breakdown of Direct Costs

Total of 1,500 copies x .20 / per copy

# **BILLING RATE TABLE** **Eustis Engineering, LLC** CONSTRUCTION ENGINEERING & INSPECTION

|                                  |         |
|----------------------------------|---------|
| Home Overhead Rate <sup>2</sup>  | 173.81% |
| FCCM (Home)                      | %       |
| Field Overhead Rate <sup>2</sup> | 173.81% |
| FCCM (Field)                     | %       |
| Profit                           | 12.00%  |

## REGULAR BILLING TIME

| Classification           | Raw Wage Rate | Audited OH Rate <sup>3</sup> | FCCM | Profit   | Regular Billing Rate |
|--------------------------|---------------|------------------------------|------|----------|----------------------|
| Principal                | \$ -          | \$ -                         | -    | \$ -     | \$ -                 |
| Project Manager          | \$ 57.78      | \$ 100.43                    | -    | \$ 18.98 | \$ 177.19            |
| Project Engineer         | \$ 41.76      | \$ 72.58                     | -    | \$ 13.72 | \$ 128.06            |
| Inspector I              | -             | -                            | -    | \$ -     | \$ -                 |
| Inspector II             | \$ 18.03      | \$ 31.34                     | -    | \$ 5.92  | \$ 55.29             |
| Administrative Assistant | \$ 21.20      | \$ 36.85                     | -    | \$ 6.97  | \$ 65.01             |
|                          |               |                              |      |          |                      |

## OVERTIME BILLING RATES \*\*\*

| Classification | Raw Wage Rate | Audited OH Rate <sup>3</sup> | FCCM | Profit  | Regular Billing Rate |
|----------------|---------------|------------------------------|------|---------|----------------------|
| Inspector I    | \$ -          | \$ -                         | -    | \$ -    | \$ -                 |
| Inspector II   | \$ 18.03      | \$ 31.34                     | -    | \$ 5.92 | \$ 64.31             |
|                |               |                              |      |         |                      |

<sup>2</sup> Approved by MDOT

<sup>3</sup> If needed, adjust formula to include appropriate overhead rate

\*\*\* Overtime may only be allowable for those employees per Federal requirements.

\*\*\* Overtime is calculated by Raw Wage only \* 1.5. Overhead and profit shall not be increased by 1.5

HOUR DISTRIBUTION / LABOR COSTS

Eustis Engineering, LLC  
CONSTRUCTION ENGINEERING & INSPECTION

|                                      |  |  |  |  |  |  |  |  |  |  |  |  |
|--------------------------------------|--|--|--|--|--|--|--|--|--|--|--|--|
| STP-9064-00(011) LPA / 106375-702000 |  |  |  |  |  |  |  |  |  |  |  |  |
| REGULAR HOURS ONLY                   |  |  |  |  |  |  |  |  |  |  |  |  |
| OVERTIME HOURS ONLY                  |  |  |  |  |  |  |  |  |  |  |  |  |
| STP-9064-00(011) LPA / 106375-702000 |  |  |  |  |  |  |  |  |  |  |  |  |
| PARTICIPATING DRIVE HOURS ONLY       |  |  |  |  |  |  |  |  |  |  |  |  |
| STP-9064-00(011) LPA / 106375-702000 |  |  |  |  |  |  |  |  |  |  |  |  |
| PARTICIPATING DRIVE HOURS ONLY       |  |  |  |  |  |  |  |  |  |  |  |  |
| STP-9064-00(011) LPA / 106375-702000 |  |  |  |  |  |  |  |  |  |  |  |  |
| PARTICIPATING DRIVE COST \$          |  |  |  |  |  |  |  |  |  |  |  |  |
| -                                    |  |  |  |  |  |  |  |  |  |  |  |  |

DIRECT COSTS \*\*\*\*\*  
Eustis Engineering, LLC  
CONSTRUCTION ENGINEERING & INSPECTION

| POSITION TITLE           | LODGING | MEALS | TRAVEL | PRINTING | {OTHER} | MONTH TOTAL |
|--------------------------|---------|-------|--------|----------|---------|-------------|
| Principal                |         |       |        |          |         | \$ -        |
| Project Manager          |         |       |        |          |         | \$ -        |
| Project Engineer         |         |       |        |          |         | \$ -        |
| Inspector I              |         |       |        |          |         | \$ -        |
| Inspector II             |         |       |        |          |         | \$ -        |
| Administrative Assistant |         |       |        |          |         | \$ -        |
| TOTAL                    |         |       |        |          |         | \$ -        |

\*\*\*\*\* Provide detail for breakdown of Direct Costs



## MEMORANDUM

To: Mayor & Board of Aldermen

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

Re: Approve a Variance to the minimum side yard building setback distance at 506 Martin Ave., PID# 60137586.000 – Applicants: Beth and Les McMackin

Section: CONSENT AGENDA

Meeting Date: August 15, 2023

The Zoning Adjustment Board (ZAB) considered the request described above at its regular meeting on Tuesday, August 8, 2023. The applicants request a 20% variance from the minimum side yard setback distance on the north side of the property. The requested variance will allow the dwelling and its utility equipment to extend 2 feet into the setback from the north property line, which will result in a setback distance of 8 feet instead of 10 feet.

The ZAB members considered the report from the staff and the information provided by the applicant. The property is in the Old Ocean Springs Historic District. One of the criteria for new home construction in historic districts is that carports and garages should be located at the rear of the structure. That placement necessitates a driveway running between the house and the property line. The parcel is 63 feet wide. The applicant requests the setback variance on the north property line to allow a wider driveway on the south side. A motion to recommend approval of the request passed with all members present and voting YES. Additional documents are attached.



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

## ZONING ADJUSTMENT BOARD REPORT

**PUBLIC MEETING DATE:** August 8, 2023

**APPLICANT(S):** Beth and Les McMackin

**CURRENT OWNER?** ✓ Yes No

**LOCATION:** 506 Martin Ave./ PID# 60137586.000

**REQUESTED ACTION:** Variance to the minimum side yard building setback distance.

**DATE OF APPLICATION:** June 26, 2023

**ADJACENT ZONING AND LAND USE:**

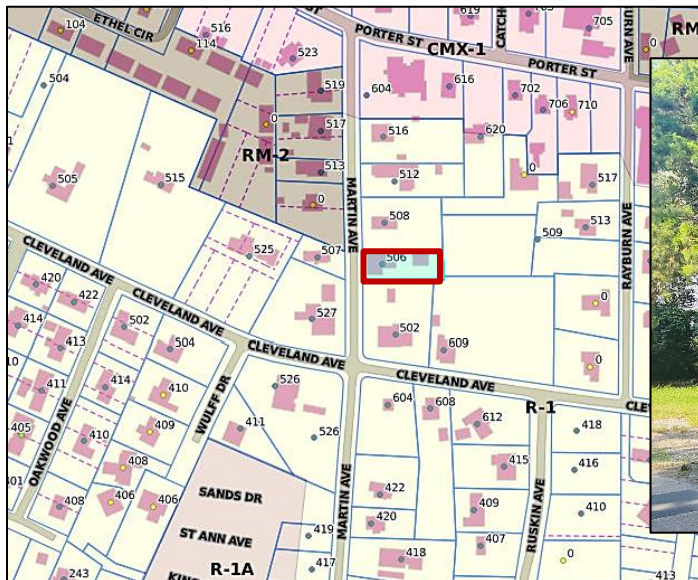
**Subject Property:** R-1, Single Family Residential Use district/a single family dwelling.

**North, East and South:** R-1 Residential district; single family dwellings.

**West:** across Martin Ave., R-1 Residential district; single family dwellings.

**CURRENT CONDITIONS:**

- Property Size: 11,539 sq. ft.



**DESCRIPTION OF REQUEST:** The applicant requests a 20% variance from the minimum side yard setback distance on the north side of the property. The requested variance will allow the dwelling to extend 2 feet into the setback from the north property line, which will result in a setback distance of 8 feet instead of 10 feet.

**FINDINGS:**

- The property is in the Old Ocean Springs Historic District. A Certificate of Appropriateness (COA) for a new dwelling on the property was approved by the Historic Preservation Commission (HPC) on 6/15/23 and by the Board of Aldermen on 6/20/23.
- One of the criteria for new home construction in historic districts is that carports and garages should be located at the rear of the structure. That placement necessitates a driveway running between the house and the property line. The parcel is 63 feet wide. The applicant requests the setback variance on the north property line to allow a wider driveway on the south side.
- The ZAB may recommend variances that meet the following criteria: 1) exceptional narrowness, shallowness or shape of a specific piece of property at the time of the original adoption of the regulations, or 2) exceptional topographical conditions or other extraordinary or exceptional situation or condition of a specific piece of property, which condition is not generally prevalent in the area, or 3) the strict application of these regulations would result in peculiar and exceptional practical difficulties to or exceptional and undue hardship upon the owner of the property.

**POTENTIAL MOTION:**

To recommend **approval/denial** of a variance of 20% from the minimum side yard setback distance to allow an 8-foot side yard setback along the north property line at 506 Martin Ave. as shown on the site plan.



City of Ocean Springs Planning Department

1018 Porter Avenue / PO Box 1800 Ocean Springs, MS 39564

(228) 875-4415

### VARIANCE REQUEST APPLICATION

#### Submittal Requirements:

- Application
- Fee of \$50.00 must be paid at the time application is submitted.
  - \$1.00 additional fee (per Ordinance 2022-17 following the requirements of Section 25-60-5 MS Code Annotated)
- Site Plan (or Survey) showing requested variance, with dimensions.

Date: 06/26/2023

Name of Applicant: Beth & Les McMackin

Address: 3603 Perryman Road, Ocean Springs, MS 39564

Phone No. 228.365.2190 Email Address: mcmackin.les@gmail.com

Parcel Identification Number: 60137586.000

Property Owner (if different from Applicant): N/A

Property Location for the Variance: 506 Martin Avenue, Ocean Springs, MS 39564

Type of Variance(s) Requested (setback, height, zoning extension, parking, etc.)

*Setback - from 10 feet to 8 feet on the north side of the proposed new residential structure. This would be a total of 62ft along the north side of the structure, for a total of 124 sq.ft.*

The purpose of this variance is to consider an application to allow:

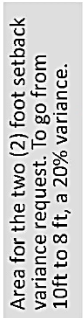
The driveway on the south side of the structure to be wider to allow for easier access to the garage area located at the rear of the property.

Provide justification of the variance request. Justification must include exceptional narrowness, shallowness, shape of a specific piece of property, exceptional topographical conditions, or other extraordinary situation or condition for a specific piece of property.

**In order to keep with the character of the historic district, the garage needs to not be visible from the street, which requires the driveway to run the length of the house. And due to the narrowness of the lot, the additional space would allow for a wider driveway on the southern side of the house.**

Applicant Signature: \_\_\_\_\_

Date: 06/26/2023



## MEMORANDUM

To: Mayor & Board of Aldermen

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

Re: Approval of a Certificate of Appropriateness for construction of a front yard fence at 110-A Shearwater Drive, PID#: 60130590.072, Shearwater Historic District.  
Applicant: Owen White

Section: CONSENT AGENDA

Meeting Date: August 15, 2023

The Historic Preservation Commission (HPC) considered the request described above at its regular meeting on Thursday, August 10, 2023. The applicant requests approval of a Certificate of Appropriateness (COA) to build a 155-foot-long, four-foot-tall, H-rail fence, with 6x6 posts and 2x6 fence runners. The fence is to be of treated lumber and painted Luxury Linen (same color as the house trim).

The HPC members considered the report from the staff and the information provided by the applicant. A motion to recommend approval of the COA as requested PASSED with five members voting YES, one member ABSENT and one member ABSTAINING. Additional documents are attached.



CITY OF OCEAN SPRINGS  
PLANNING DEPARTMENT  
P.O BOX 1800, OCEAN SPRINGS, MS 39566-1800  
228-875-4415

***CERTIFICATE OF APPROPRIATENESS REPORT***

**APPLICANT(S):** Owen White

**CURRENT OWNER?** Yes ☒ No ☐

**LOCATION:** 110-A Shearwater Drive / Shearwater Historic District  
PID#: 60130590.072

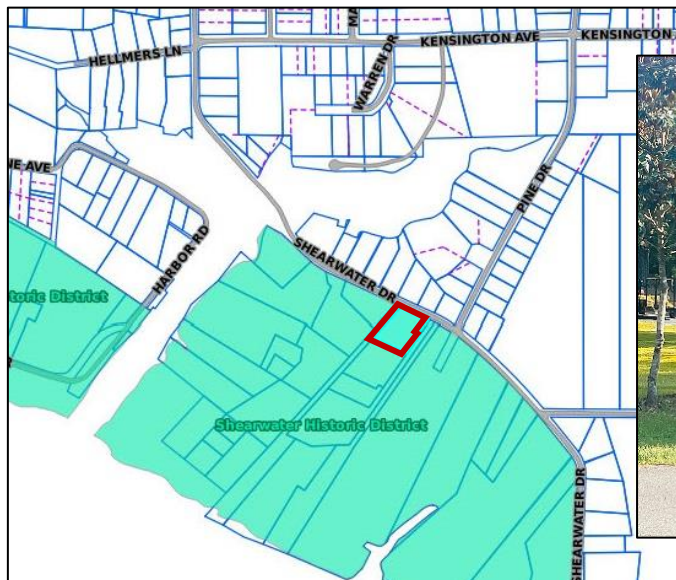
**REQUESTED ACTION:** Approval of a Certificate of Appropriateness for construction of a front yard fence.

**DATE OF APPLICATION:** June 1, 2022

**PUBLIC MEETING:** Thursday, August 10, 2023 / 6 p.m.

**EXISTING CONDITIONS:** single family dwelling.

**VICINITY:**





**DESCRIPTION OF REQUEST:** To construct a 155-foot-long, four-foot-tall, H-rail fence, with 6x6 posts and 2x6 fence runners. The fence is to be of treated lumber and painted Luxury Linen (same color as the house trim).

**COA CONSIDERATIONS:**

- The dwelling on this parcel was recommended by the HPC on July 14, 2022, and approved by the Board of Aldermen on July 19, 2022.
- According to the Historic District Guidelines, the Shearwater District includes a, “variety of water-oriented residential architecture secluded by long drives and intense vegetation. More recent construction respects the integrity of the dynamic waterfront sites providing a visual record of architectural development in Ocean Springs.”
- The Historic District Guidelines recommend that new fences closely follow precedents within the district. Front yard fences should not exceed four feet in height and should have an open rather than solid design. The proposed fence is similar in height to a fence at 106-A Shearwater Dr. that was approved by the HPC in January, 2021.

**FINDINGS:**

- The proposed fence is consistent with the Historic District Guidelines regarding fences.

**PROPOSED MOTION:** To approve a Certificate of Appropriateness for the construction of a front yard fence at 110-A Shearwater Drive.

## MEMORANDUM

To: Mayor & Board of Aldermen

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

Re: Approval of a Certificate of Appropriateness for construction of additional roof covers on sections of the rear porch at 303 Front Beach Drive, PID#: 60137429.000, Old Ocean Springs Historic District. Applicants: Charles M. and Julia R. Illanne

Section: CONSENT AGENDA

Meeting Date: August 15, 2023

The Historic Preservation Commission (HPC) considered the request described above at its regular meeting on Thursday, August 10, 2023. The applicant requests approval of a Certificate of Appropriateness (COA) to extend the existing roof and construct new roofing over areas of the deck that are currently uncovered. The porch cover will match the existing standing seam metal roof and supporting columns and trim will match the existing material and design.

The HPC members considered the report from the staff and the information provided by the applicant. A motion to recommend approval of the COA as requested PASSED with six members voting YES and one member ABSENT. Additional documents are attached.

CITY OF OCEAN SPRINGS  
PLANNING DEPARTMENT  
P.O BOX 1800, OCEAN SPRINGS, MS 39566-1800  
228-875-4415

***CERTIFICATE OF APPROPRIATENESS REPORT***

**APPLICANT(S):** Charles M. & Julia R. Illanne

**CURRENT OWNER?** Yes ☒ No ☐

**If No-List Current Owner:**

**LOCATION:** 303 Front Beach Drive, PID# 60137429.000 / Old Ocean Springs Historic District

**REQUESTED ACTION:** Approval of the Addition of Roof Cover on sections of the rear porch.

**DATE OF APPLICATION:** 6/29/2023

**PUBLIC MEETING:** Thursday, August 10, 2023/6 pm

**EXISTING CONDITIONS:**



**DESCRIPTION OF REQUEST:** The owners propose to extend the existing roof and construct new roofing over areas of the deck that are currently uncovered. The porch cover will match the existing standing seam metal roof and supporting columns and trim will match the existing material and design.

**COA CONSIDERATIONS:**

- The applicant emphasizes that the proposed roofing will be on the rear of the house and will match the existing materials used.

**FINDINGS:**

- The additions are consistent with the existing design and material used on the house.

**PROPOSED MOTION:** To approve a Certificate of Appropriateness for the construction of additional roofing and supports at 303 Front Beach Drive.

## MEMORANDUM

To: Mayor & Board of Aldermen

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

Re: Approval of a Certificate of Appropriateness for construction of a 2-story hotel consisting of 2 buildings with a swimming pool at 1007 Iberville Drive, PID#: 60119172.000; Marble Springs Historic District. Applicant: Marques Thomas

Section: CONSENT AGENDA

Meeting Date: August 15, 2023

The Historic Preservation Commission (HPC) considered the request described above at its regular meeting on Thursday, August 10, 2023. The applicant requests approval of a Certificate of Appropriateness (COA) to build a six-unit hotel in two, 2-story buildings. The property is zoned C-H, Regional Commercial District, which permits the proposed use of a hotel.

The HPC members considered the report from the staff and the information provided by the applicant. A motion to recommend approval of the COA as requested PASSED with five members voting YES and one member ABSENT. Additional documents are attached.

CITY OF OCEAN SPRINGS  
PLANNING DEPARTMENT  
P.O BOX 1800, OCEAN SPRINGS, MS 39566-1800  
228-875-4415

***CERTIFICATE OF APPROPRIATENESS REPORT***

**APPLICANT(S):** Marques Thomas, DBA ECO Homes, LLC

**CURRENT OWNER?** Yes ☐ No ☒

**If No-List Current Owner:** The Grotto Group, LLC

**LOCATION:** 1007 Iberville Dr., Marble Springs Historic District  
PID # 60119172.000

**REQUESTED ACTION:** Approval of a Certificate of Appropriateness for the construction of a 2-story hotel consisting of 2 buildings with a swimming pool.

**DATE OF APPLICATION:** July 5, 2023

**PUBLIC MEETING:** Thursday, August 10, 2023 / 6 p.m.

**EXISTING CONDITIONS:**

- The subject property is 61 ft. x 146 ft. (8,906 sq. ft.) and is vacant. The previous historic building was deconstructed/demolished in 2016/2017.





### **COA CONSIDERATIONS:**

- The Marble Springs Historic District is an irregularly shaped area located in proximity to Old Fort Bayou. Nineteenth and turn-of-the-century residential architecture lines Iberville Drive, a street shaded by live oaks, between N. Washington and Sunset avenues. The district is significant for its highly diverse concentration of architectural forms and styles, including somewhat free and individual interpretations and blends of Greek Revival, Queen Anne, Colonial Revival, and Craftsman styles. The structures are generally one- and two-story frame construction and oriented to the street.
- The property is zoned C-H, Regional Commercial District, which permits the proposed use of a hotel.

### **COA CHECKLIST:**

- SITE LAYOUT: The proposed buildings are to be located at the rear of the parcel, with parking in the front.
- BUILDING SIDING: Hardi-plank siding.
- TRIM MATERIAL: Hardi-board and composite material.
- ROOF MATERIAL: architectural shingles, black color.
- EXTERIOR DOORS: ¾ glass composite material;
- WINDOWS: plygem, no grids.
- OTHER: brick support columns.

### **FINDINGS:**

- The placement of the buildings is consistent with the office building at 1011 Iberville and the boutique hotel at 1101 Iberville Dr. Also, the previous, demolished building on the property was approximately 51 feet from the street.

**PROPOSED MOTION:** To recommend approval of a Certificate of Appropriateness for the construction of a hotel at 1007 Iberville Drive as described in the application and building plans.



**City of Ocean Springs**

**HISTORIC PRESERVATION COMMISSION**

ADDRESS: 1014 Porter Ave, Ocean Springs, MS. 39564 PH: (228)-875-4415 FAX: (228)-872-5427

**— CERTIFICATE OF APPROPRIATENESS APPLICATION —**

Application Date: 7/5/23

[Applications are due by the 7th of each month for consideration the FOLLOWING month.]

APPLICATION FEE: \$50.00 – Cash, Check (Payable to CITY OF OCEAN SPRINGS), C/C – 3% fee

\*\*\*\*\* **APPLICANT MUST ATTEND HEARING** \*\*\*\*\*

Property Address: 1007 Fernville Dr OS

Property Owner(s): The Grotto Group LLC

Parcel ID Number: 6-01-19-172.000 Approximate Age of Home: Ø

**ACCESS:** Upon application submittal, City Officials and HPC Members are authorized to enter property to view proposal unless checked below.

☐ **Check here** if City Officials and HPC members **DO NOT** have permission to enter property.

**Applicant [Check one]:** ☐ Architect ☒ Contractor ☒ Owner ☐ Other \_\_\_\_\_

Name: ECO Homes LLC - Marques Monroe

Address: PO Box 831

City: Biloxi State: MS Zip: 39527

Phone: 228-217-4200 Email: marques4042@gmail.com

**Property Owner [if Different]:**

Name: Howard Bryant for The Grotto Group, LLC

Address: 1221 John Dailey Drive

City: Gautier State: MS Zip: 39553

Phone: (601) 618-3282 Email: hgbryant@gmail.com

**DIRECTIONS:** Check box which best represents your request (more than one box may be checked), and **ATTACH** the corresponding checklist to help ensure a complete application.

☒ New Construction, Additions, Extensive Renovation / Repair

☐ Minor Renovation / Repair

☐ Exterior Painting (Contributing Structures Only)

☐ Landscaping and Site Improvements (i.e. Fencing)

☐ Signage

☐ Demolition

PLEASE CHECK DISTRICT/LISTING

- |                                         |                                                    |                                             |
|-----------------------------------------|----------------------------------------------------|---------------------------------------------|
| <input type="checkbox"/> BOWEN          | <input checked="" type="checkbox"/> MARBLE SPRINGS | <input type="checkbox"/> SHEARWATER         |
| <input type="checkbox"/> INDIAN SPRINGS | <input type="checkbox"/> OLD OCEAN SPRINGS         | <input type="checkbox"/> SULLIVAN-CHARNELY  |
| <input type="checkbox"/> LOVER'S LANE   | <input type="checkbox"/> RAILROAD                  | <input type="checkbox"/> INDIVIDUAL LISTING |

**Requirements:**

- All work in the Historic District OR on Individually Listed Structures must comply with the *City of Ocean Springs Historic District Design Guidelines*. The Guidelines are available at City Hall and for review at the Ocean Springs Library. This form must be completed in its entirety, with any attachments, before Historic Preservation Commission (HPC) consideration will be scheduled. Incomplete applications can result in project delays.
- Architectural plans and rendering are encouraged; if not available, roughly scaled and dimensional drawings will suffice. Documentation must be provided in a format that can be easily copied for the design process. Architectural drawing, construction details, landscape plans, etc., should be printed on paper no larger than 11" X 17". HPC is concerned with exterior features. Interior floor plans and features are not necessary.
- **SIGN:** A sign will be placed in the front yard of the property prior to the HPC meeting to notify surrounding property owners of pending application. If the sign is not returned a \$ 25.00 fee will be assessed with the building permit.

**Notes:**

- Certificate of Appropriateness (COA) remains in force for two (2) years and may be extended for one (1) additional year. However, if a period of one (1) year passes and no initial construction has occurred, the COA is voided, and a new application must be submitted and approved before work may begin.
- Certificate of Appropriateness does not relieve the Property Owner from the responsibility of obtaining any other required permits. Building and other permits may be required, even if a COA is not required. For more information contact the Building Department at (228) 875-6712.
- The information on this application represents an accurate description of the proposed work and the undersigned has omitted nothing which might affect the decision of the Commission. The undersigned hereby certifies that the project described in the application, as detailed by plans and specification attached, will be constructed in exact accordance with aforesaid plans and specifications. It is understood that a Building Permit will be required in addition to the Certificate of Appropriateness. Oath not required, but answer subject to rules of perjury.

Howard Bryant for  
The Grotto Group, LLC

Printed Name of Owner

Maryse Thomas

Printed Name of Authorized Agent

1-31-23

Date



Signature of Owner



Signature of Authorized Agent

\*\*\*\*\* APPLICANT MUST ATTEND HEARING \*\*\*\*\*



**— CERTIFICATE OF APPROPRIATENESS APPLICATION —**

**DESCRIPTION OF REQUEST ATTACHMENT FOR:**

**New Construction, Additions, Extensive Renovation / Repair**

**NOTE:** Architectural plans and rendering are encouraged; if not available, roughly scaled and dimensional drawings will suffice. Documentation must be provided in a format that can be easily copied for the design process. Architectural drawing, construction details, landscape plans, etc., should be printed on paper no larger than 11" X 17". HPC is concerned with exterior features. Interior floor plans and features are not necessary.

**Required Attachments:**

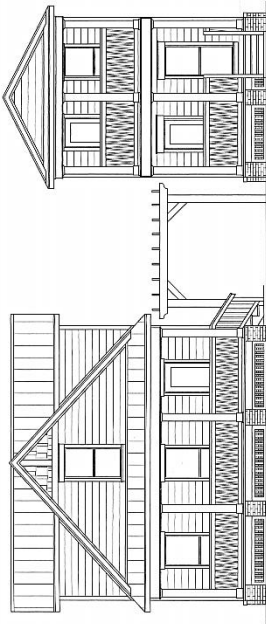
1. **Two (2)** sets of scaled drawing, which shall include:
  - a. ☒ A site plan illustrating location of proposal as well as all other structures on the site, with dimensions, setback distances, landscaping, driveways, walkways and protected trees.;
  - b. ☒ A floor plan, with dimensions as it impacts the exterior of the structure;
  - c. ☒ A drawing with dimensions of all affected exterior elevations;
  - d. ☒ Notes describing exterior materials to be used. (i.e. walls, roof, trim, cornice, windows, doors, etc.);
  - e. ☒ Detailed drawings or photographs of any decorative architectural details. (i.e. columns, balustrades, modillions, etc.); and
  - f. ☒ Paint samples and plan keyed to location of each color (*Pivotal Structures Only*).
2. Photographs of the subject structure to be worked on, and adjacent property structures.
  - a. ☒ Subject property; and
  - b. ☒ Adjacent property structures.

**Description:**

Our plan is to bring this property back to life. We going to construct A six unit hotel with A outdoor pool and entertainment area. This will match the six cottages we discovered when we tried to remodel the original home.

**— Attach Additional Sheets if Needed —**

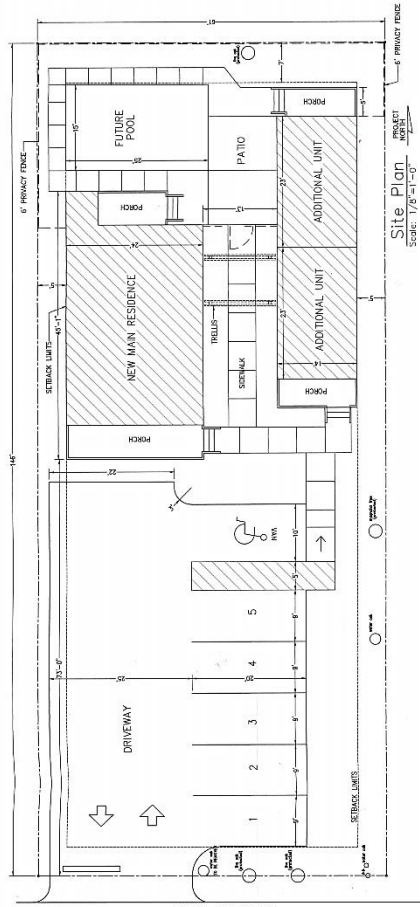
9/25/16



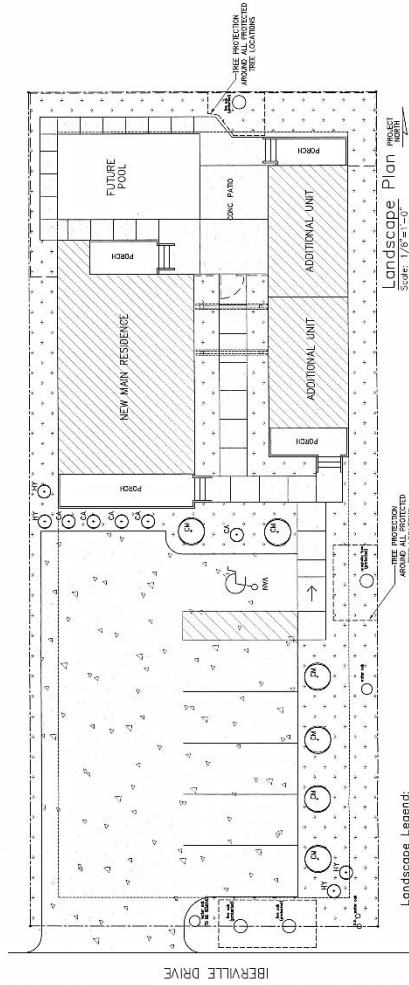
Iberville Conceptual  
Front Elevation  
Scale: 1/8"=1'-0"

COLOR SCHEME:

ROOFING: ARCHITECTURAL SHINGLE -BLACK  
EXTERIOR WALLS: PAINTED HARDIE-ALABASTER  
SOFFET: PAINTED- PURE WHITE  
ACCENTS: PAINTED- CRUSHED ICE  
BRICK VENEER: OLD CHICAGO  
WINDOWS: PLYGEM-WHITE (NO GRID)  
DOORS: 3/4 GLASS COMPOSITE WOOD GRAIN



Site Plan  
Scale: 1/8"=1'-0"



Landscape Plan  
Scale: 1/8"=1'-0"

- Landscape Legend:
- 24 ORPE WHITE 5 GALLON
  - 24 CAMILLA 5 GALLON
  - 24 HY HESPERIA 5 GALLON
  - 24 SDC TYPE TO BE SELECTED BASED ON AVAILABILITY

ZONING INFORMATION PROVIDED BY  
CITY OF OCEAN SPRINGS, MS WEBSITE  
UNIFIED DEVELOPMENT CODE

PROPERTY CRITERIA:  
PDMM 5018172.000

ZONING-CR

MINIMUM LOT AREA: 10,000 S.F.

MINIMUM FRONT SETBACK: 5' SIDE & REAR: 10'

PARKING SPACE REQUIREMENT: 1 SPACE FOR EVERY 1,000 S.F. MINIMUM

2700 S.F. OF GARAGE/COVERED SPACE REQUIRED, 5 SHOWN NOT INCLUDING 1/2

Project Name:  
New Project for  
Marques Thomas  
Ocean Springs, Mississippi

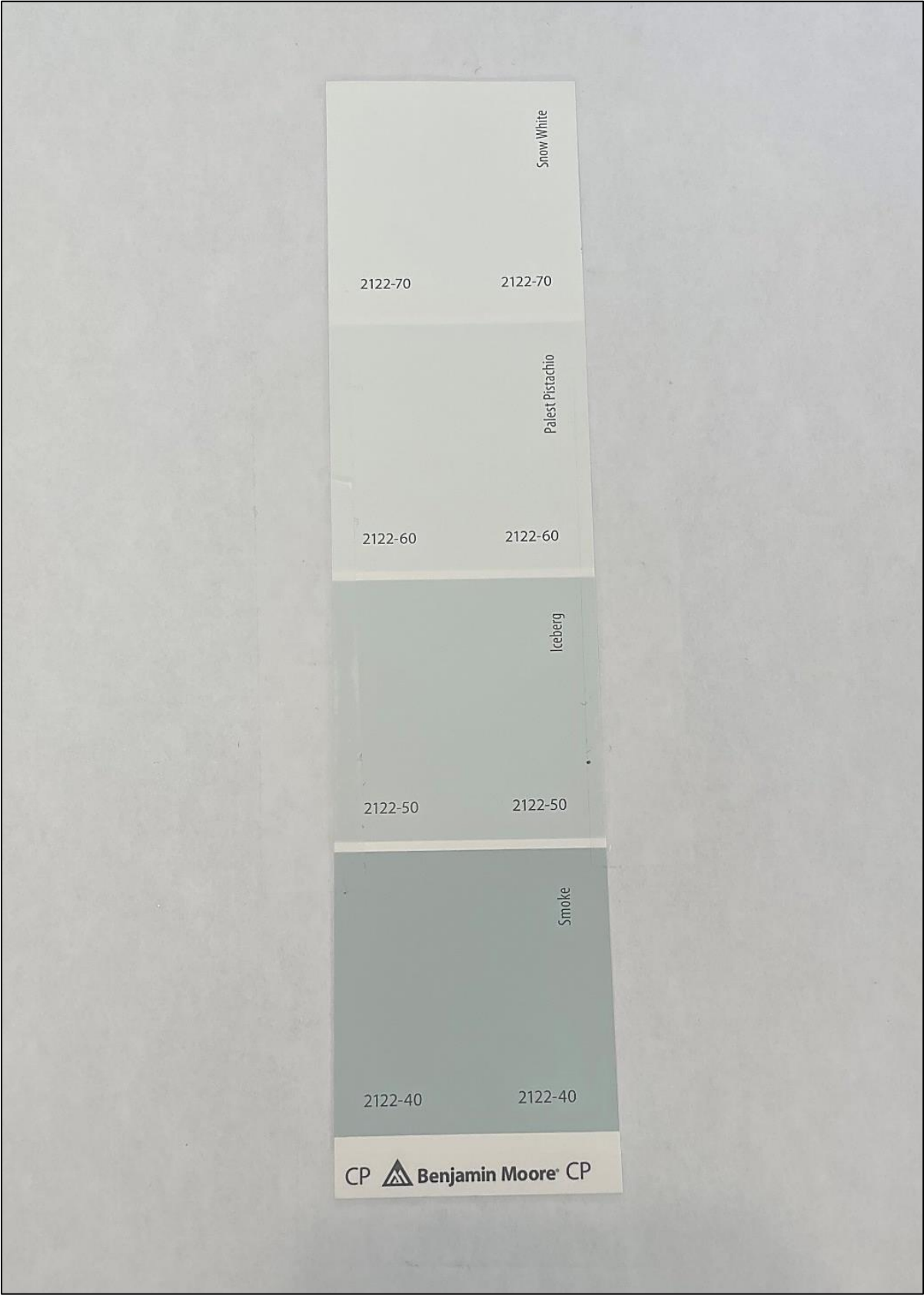


**EXAMPLES OF PROPOSED BUILDINGS AND POOL:**





**PROPOSED COLORS:**





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](http://www.oceansprings-ms.gov)

## MEMORANDUM

To: Mayor & Board of Aldermen

From: Rex Stringfellow, Building Official

Re: Accept Tree Recommendations from Building Official for tree applications received through August 8, 2023

Section: CONSENT AGENDA

Meeting Date: August 15, 2023

Please find attached the Building Official's recommendations for each tree applications at:

- 1) 102 Shearwater Dr. (PID# 60130550.000)
- 2) 437 East Beach
- 3) 2501 Bienville Blvd (The Inlet Condos)

# **Tree Application Report**

## **Findings from the review of applications and site visits**

### **1) Application for 102 Shearwater (PID# 60130550.000)**

Owner: Mary Muneoka

Request: Remove 1 Magnolia tree in the footprint of a proposed area of expansion. Tree roots are causing problems with the existing foundation & plumbing.

Building Official Recommendation: *Recommend APPROVING removal of 1 Magnolia tree, pending a building permit being issued and meeting the city flood ordinance.*

### **2) Application for 437 East Beach**

Owner: Jason Spellings

Request to trim various trees outlined in attached memo.

Building Official Recommendation: *Recommend APPROVING removal of no more than 20% trim, removal of marked limbs, and removal of deadwood on all trees.*

### **3) Application for 2501 Bienville Blvd**

Owner: Inlet Condos

Request to remove 2 dying Live Oak trees near road and trim deadwood out of 2 Live Oaks inside dog park.

Building Official Recommendation: Recommend APPROVING removal of 2 dead Live Oaks. Recommend APPROVING no more than 20% trim of the remaining Live Oaks.

**APPLICATION FOR PERMIT  
TREE REMOVAL/MAINTENANCE**

City of Ocean Springs Building Department  
1018 Porter Avenue, Ocean Springs, MS 39564  
228-875-6712 (Phone) 228-872-5427 (Fax)



**Application is hereby made to the City of Ocean Springs, MS for official permission for tree removal and/or tree maintenance within the City limits. Application is being submitted in accordance with the guidelines defined in Section 4.11 of the City Unified Development Code effective April 26, 2019.**

Application Date: July 24, 2023

PID-60130550.000

Address/Location of Work to be Performed: 102 Shearwater Dr., Ocean Springs, MS 39564

**Applicant Information:**

Name: Mary Muneoka

Email: kmuneoka@amu.edu

Phone: 504 957-5662

Alt Phone: 504 957-5669

**Owner Information (if different than applicant):**

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Alt Phone : \_\_\_\_\_

**Tree Contractor Information (if applicable):**

Name: Out on a limb tree service LLC

Email: outonalimbms@gmail.com

Phone: 228 217-2767

Alt Phone : \_\_\_\_\_

**Description of work or alteration to be performed:** We are renovating a small cottage and adding to the building. There is a magnolia tree in the proposed area of expansion that needs to be removed. Photos of the existing cottage with the magnolia tree marked, the proposed change in floor plan and drawing of the proposed renovations are appended. *Also, the roots are causing problems with the foundation and plumbing.*

*Recommend Approving Removal of magnolia tree pending a Building Permit Being issued And meeting the City Flood ordinance.*

*Daniel Ayler 8/8/23*

**Check the following boxes indicating the information for each has been provided and/or adhered to:**

- ☒ **Site Plan for Reference (the site plan must depict where the trees are in relation to the structure(s) and street/driveway)**
- ☒ **The trees referenced in this application have been identified with ribbon (supplied by the City of Ocean Springs Building Department upon request)**
- ☒ **Picture(s) for Reference (All pictures must depict trees already marked with ribbon; if tree is not marked, it will be inelligible for TPC consideration)**

**APPLICATION FOR PERMIT  
TREE REMOVAL/MAINTENANCE**

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.**

Mary Muncoka

Applicant Signature

July 24, 2023

(Date)

**Office Use Only:**

Building Official Findings:

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

---

**MAYOR AND BOARD OF ALDERMEN AGENDA DATE:** \_\_\_\_\_



# Existing Structure

Southwest  
view



Southwest  
view



Northeast  
view



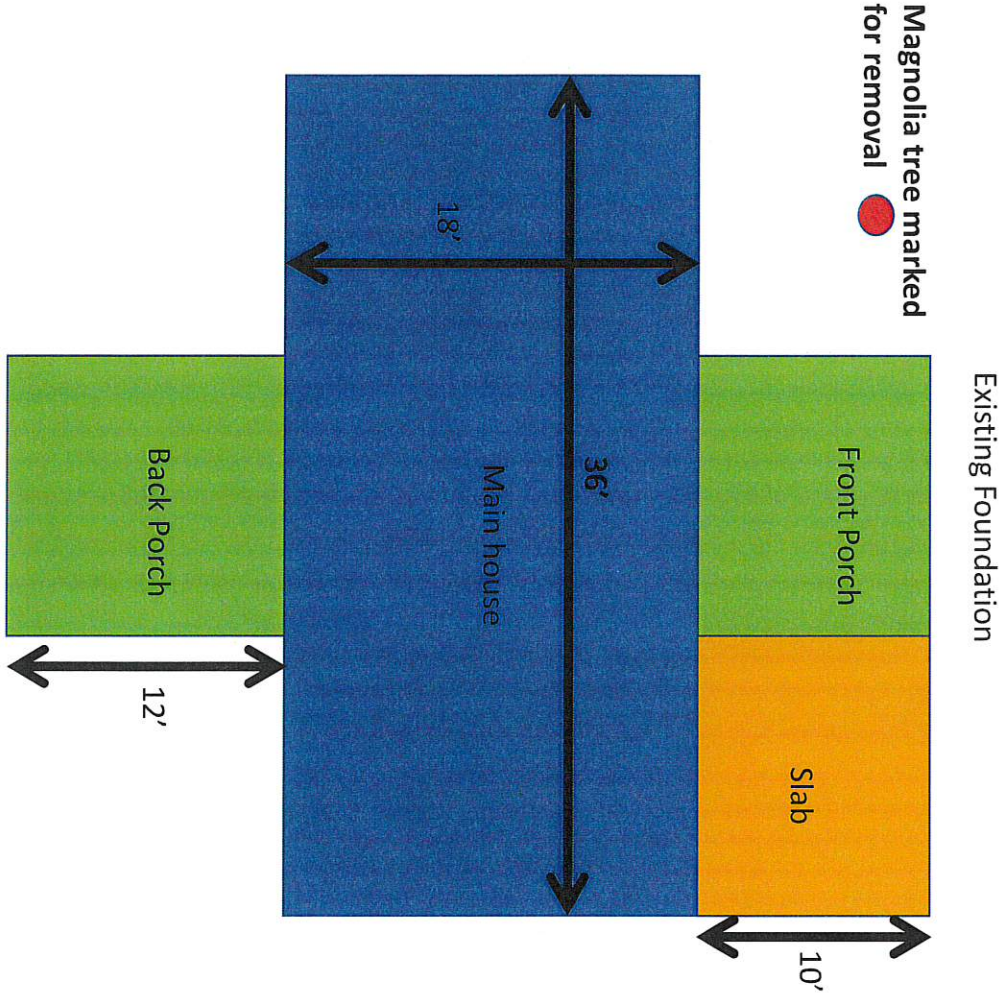
Northeast  
view





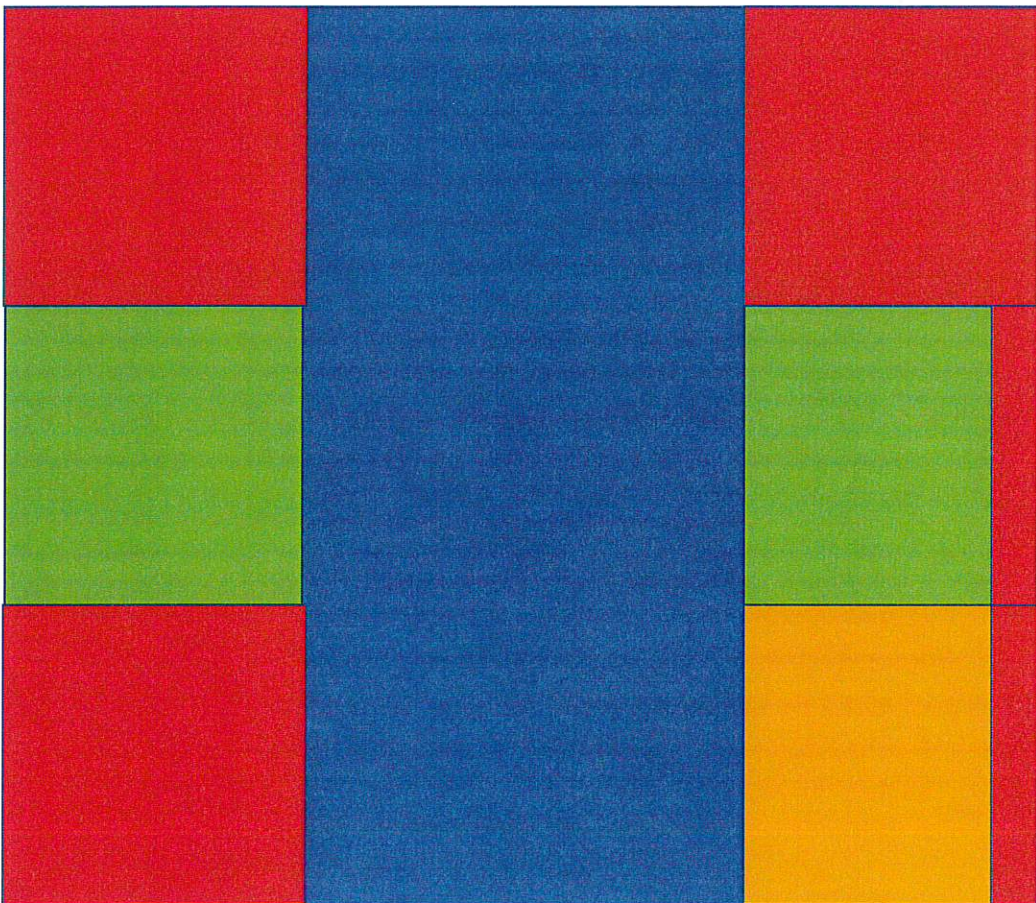
Magnolia Tree  
Marked for Removal





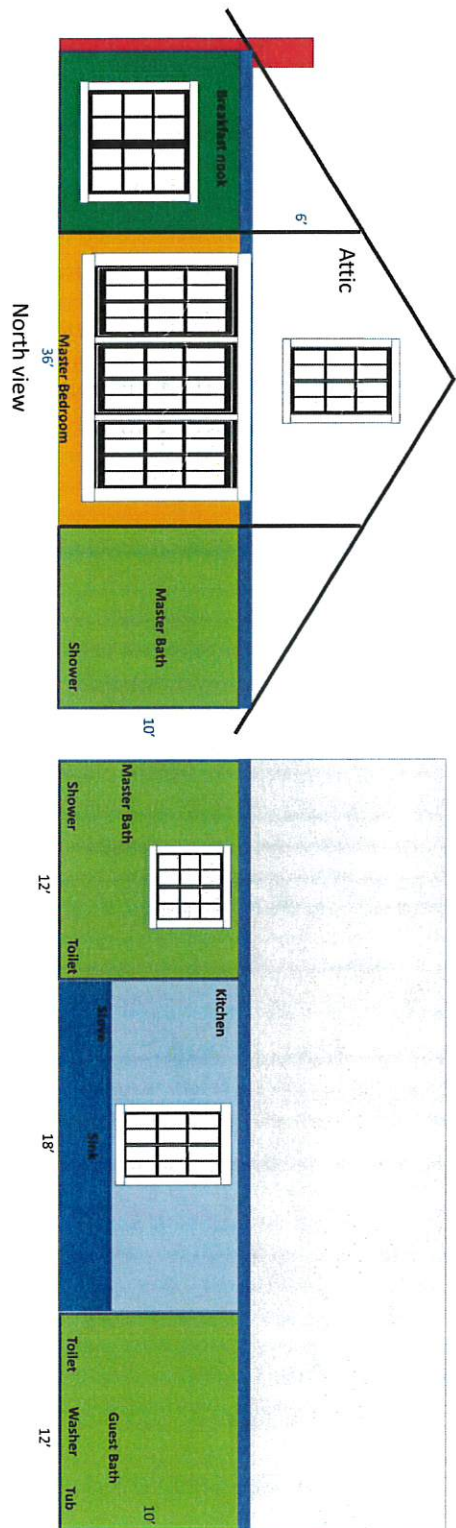
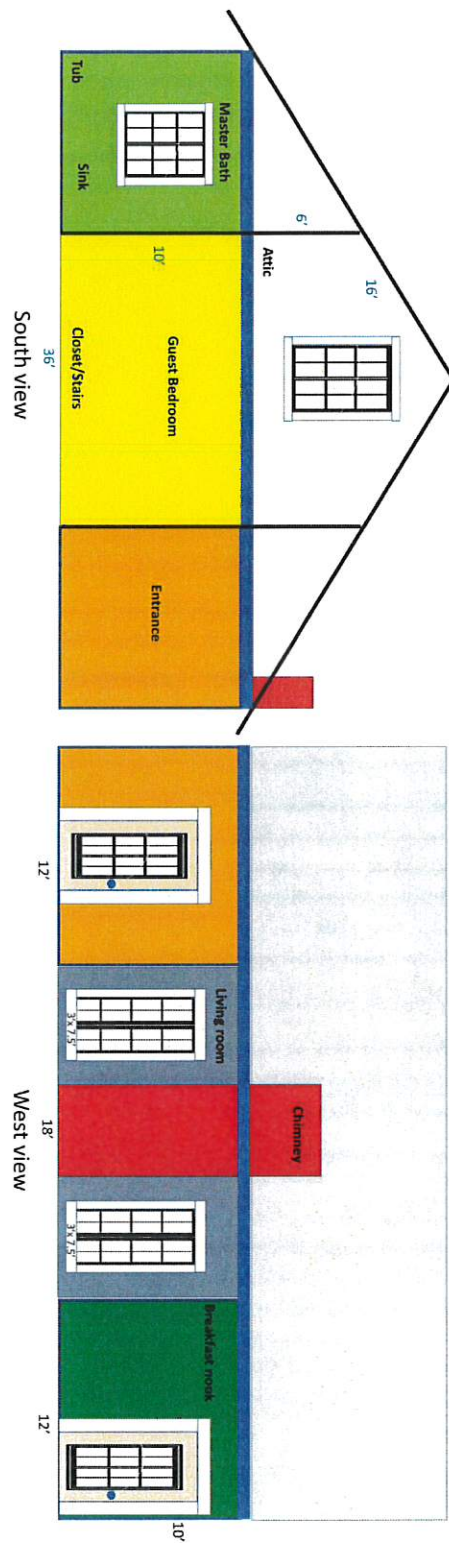


Proposed Foundation



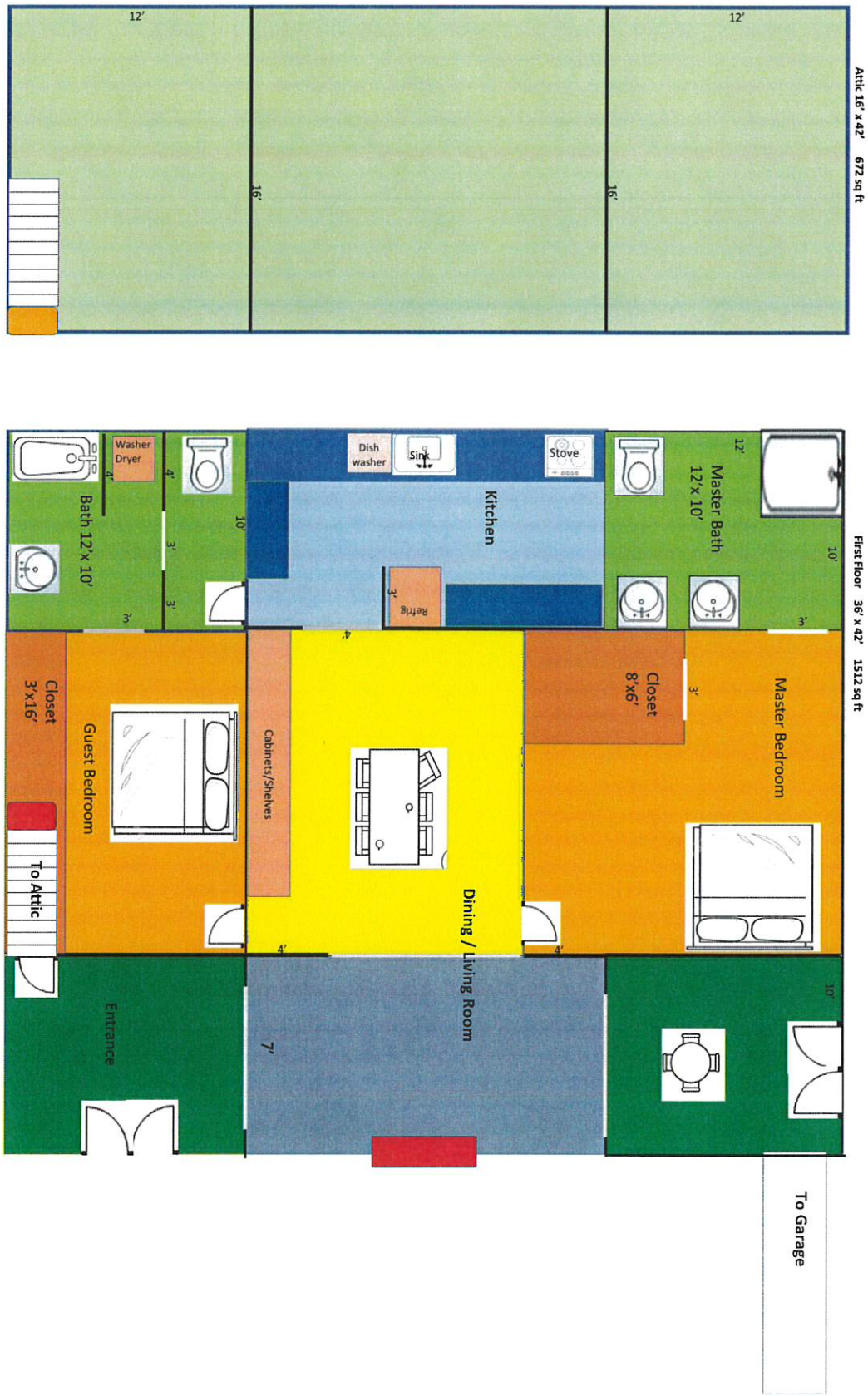
New Foundation in Red

# House renovation plans – exterior views





House renovation plans – Floor Plan





Street view of renovation from the road leading to Shearwater pottery





View of renovation from the back facing Walter Anderson's house





RECEIVED  
AUG 02 2023

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: 8/2/23

Address/Location of Work to be Performed: 437 EAST BEACH

**Applicant Information:**

Name: JASON SPELLINGS

Email: JASON.spellings@gmail.com

Phone: 601 906 4243

Alt Phone: \_\_\_\_\_

**Owner Information (if different than applicant):**

Name: N/A

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

Alt Phone: \_\_\_\_\_

**Tree Contractor Information (if applicable):**

Name: Todd Lipps

Email: \_\_\_\_\_

Phone: 228-369-5521

Alt Phone: \_\_\_\_\_

Description of work or alteration to be performed: VARIOUS TRIMMING OUTLINED IN ATTACHED MEMO.

Recommend Approving No more than 20% Trim And Removal of Limbs marked And Deadwood on All Trees

Danell A. Jell

8/8/23

Check the following boxes indicating the information for each has been provided and/or adhered to:

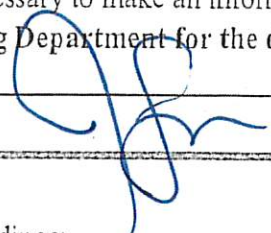
☒ Site Plan for Reference (the site plan must depict where the trees are in relation to the structure(s) and street/driveway)

☐ The trees referenced in this application have been identified with ribbon (supplied by the City of Ocean Springs Building Department upon request) TOO HIGH

☒ 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



8/2/23 (Date)

Office Use Only:

Building Official Findings:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

MAYOR AND BOARD OF ALDERMEN AGENDA DATE: \_\_\_\_\_



8/2/2023

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

From: Jason Spellings  
210 Duck Cove  
Madison, MS 39110

Re: Various Tree Trimming Requests

---

This memo describes four requests for tree trimming. Each of the requests are justified by the health of the tree, or efforts to avoid additional tree removal because of conflicts with locating my home on the site outside of the AE zones. To the greatest extent possible I am trying to get above the limits of moderate wave action. I have consulted Todd Lipps and Ben Kalmus and am following their advice here.

The first request is located on Indian Trail at the Southwest Corner of the Northern lot. There is a Live Oak that has been hit by delivery trucks and has a split in the trunk where two trunks come together. Additionally the tree has been "trimmed" by the utility contractor on the top. I am requesting the remove the street side trunk to help the tree and safe passage of deliveries to neighbors to my west.

The second request is the trimming of some lower limbs that are detracting from the view and are safe to remove according the Ben and Todd. Also attached to this tree are two limbs that are positioned over where I plan to build a house. I am told the insurance company will ask me to remove them eventually and I would rather get it done now before there is a home under it.

The third request is a limb up high that has some dead areas at the base and will be directly over the area that I plan to build my home. Same insurance dynamic at request two.

The fourth request is a clean up of the trunk of a live oak. I don't believe any of it exceeds 4", but just wanted to make you aware of my plan.

Ms. Jourdan advised me to add this to an approved request for tree removal.

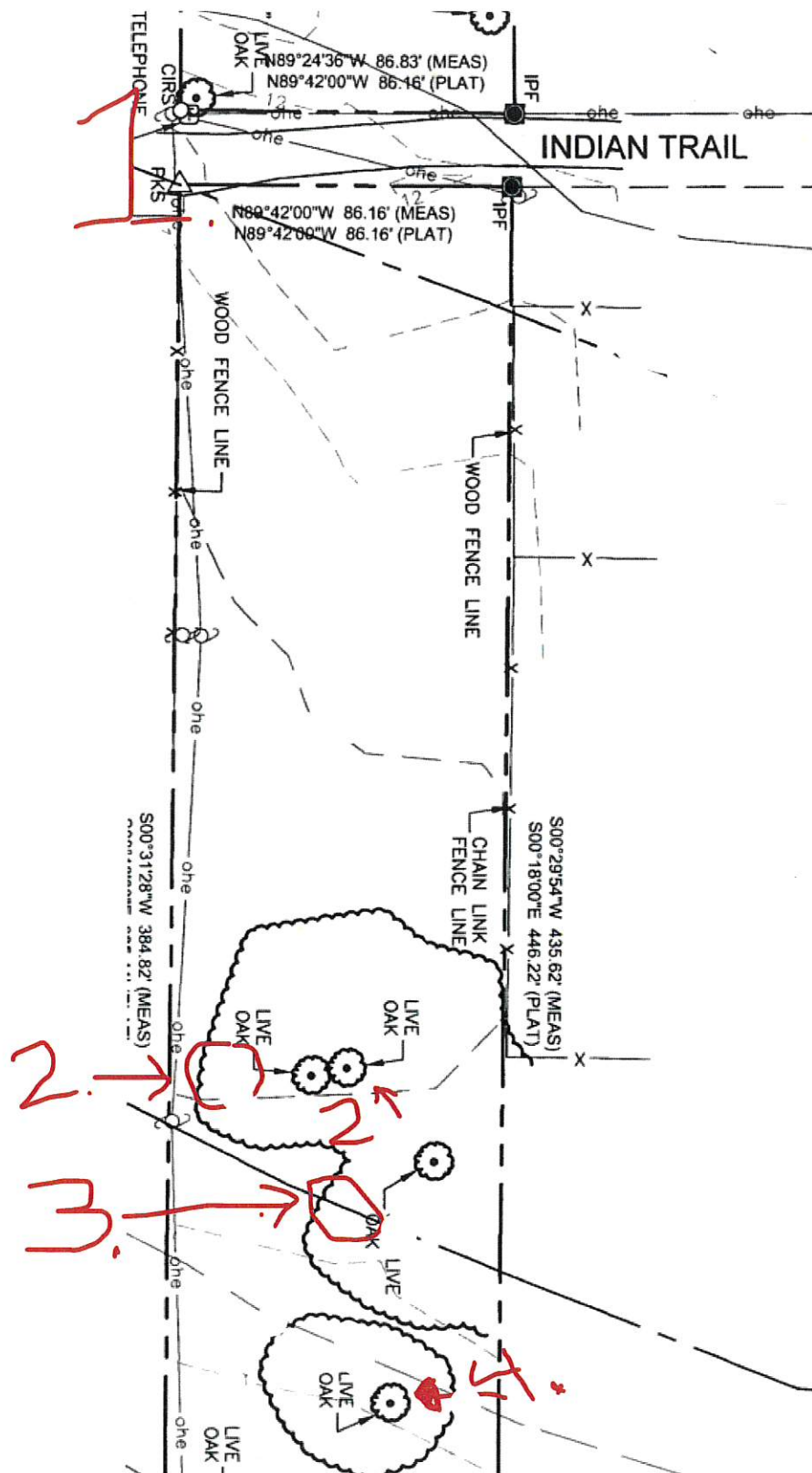
If there are any questions about this request I would appreciate a phone call. We can make a site visit if that's necessary.

I truly appreciate the city's effort to preserve trees.

Sincerely,

Jason Spellings

601-906-4243



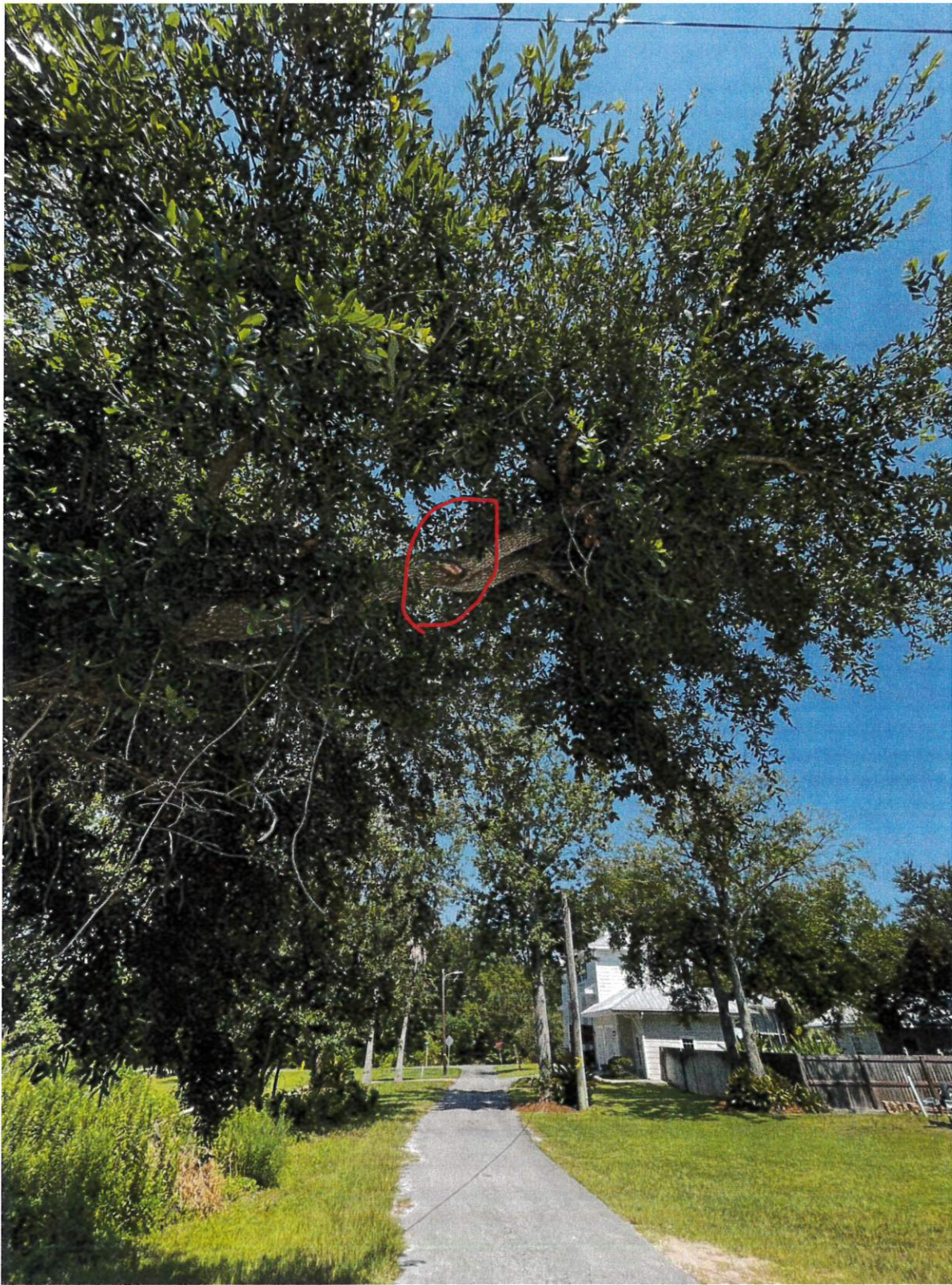




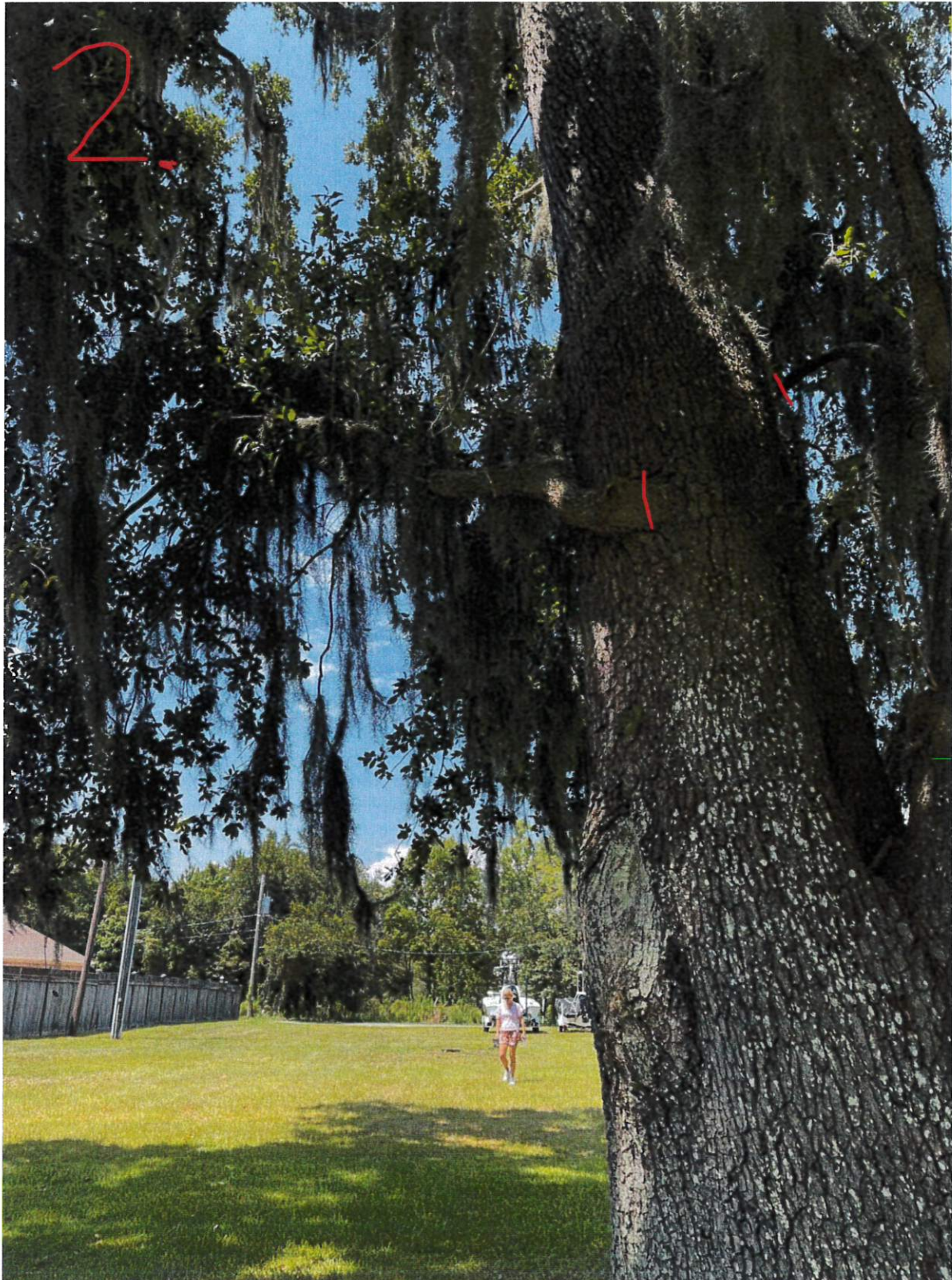




















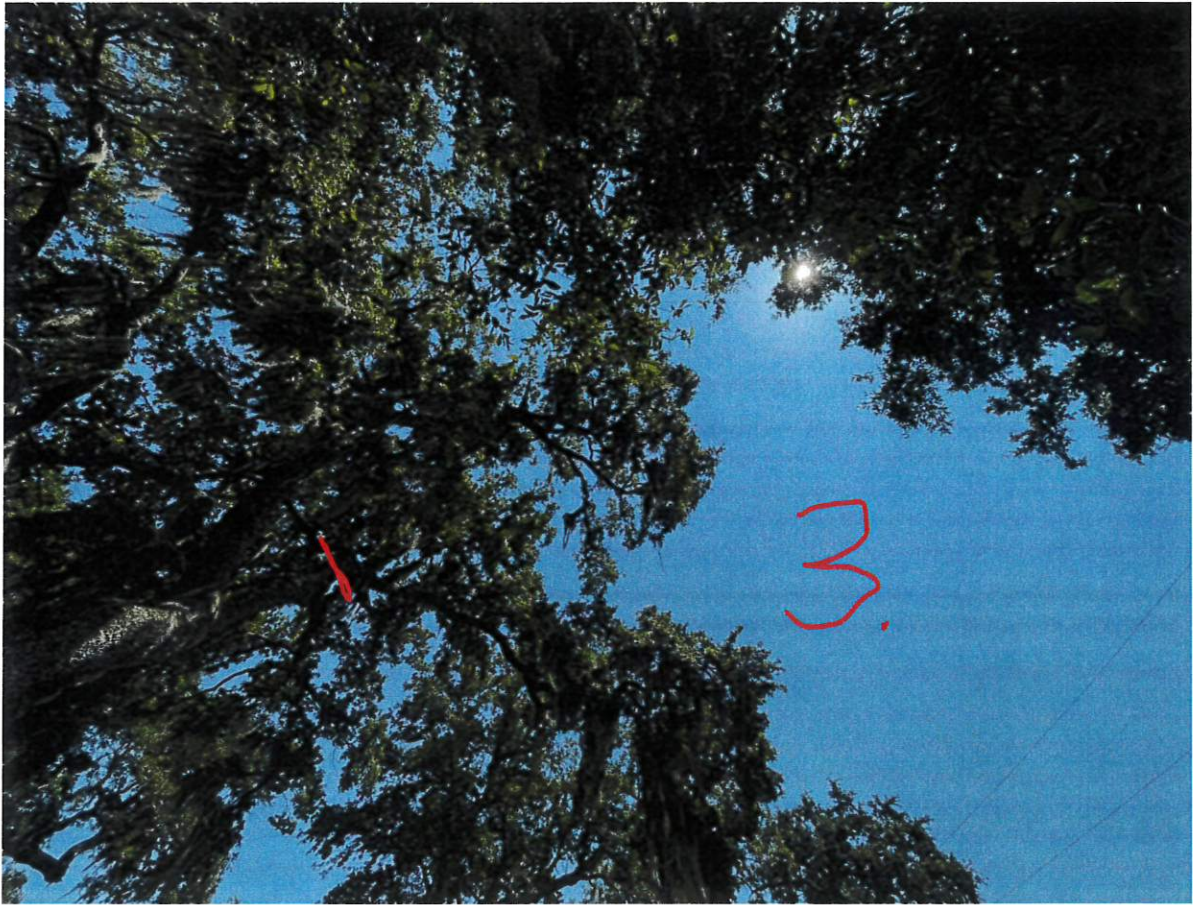
These Limbs are positioned over where I plan to build my house. They are attached to tree #2.

This tree has been approved for removal.

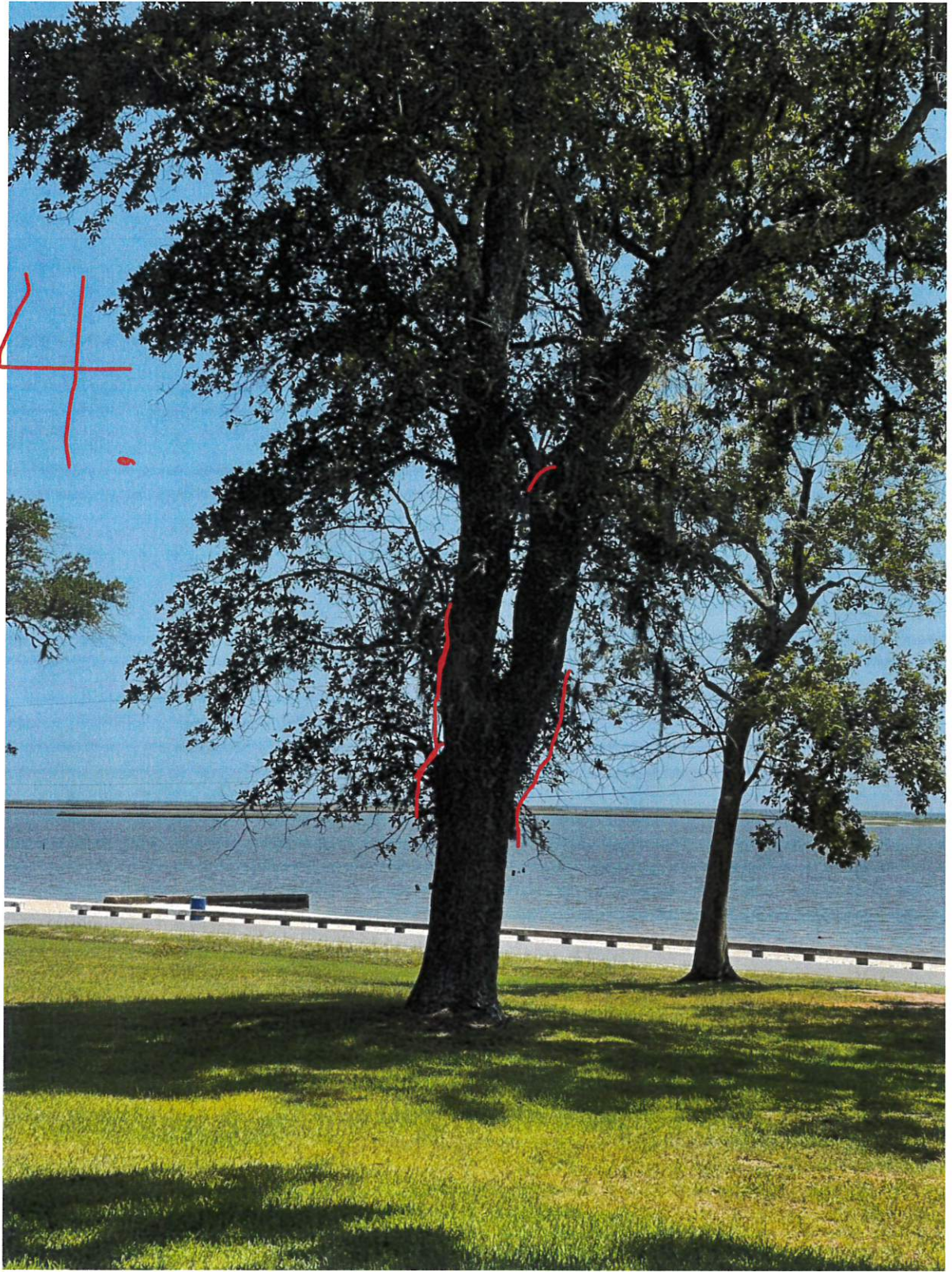


3.











APPLICATION FOR PERMIT  
TREE REMOVAL/MAINTENANCE

City of Ocean Springs Building Department  
1018 Porter Avenue, Ocean Springs, MS 39564  
228-875-6712 (Phone) 228-872-5427 (Fax)



Application is hereby made to the City of Ocean Springs, MS for official permission for tree removal and/or tree maintenance within the City limits. Application is being submitted in accordance with the guidelines defined in Section 4.11 of the City Unified Development Code effective April 26, 2019.

Application Date: 8-8-23

Address/Location of Work to be Performed: Inlet Condos 2501 Bienville Blvd., Ocean Springs 39564

**Applicant Information:**

Name: Sarah Blake Email: southern tree and turf@gmail.com

Phone: 228-760-5296 Alt Phone: \_\_\_\_\_

**Owner Information (if different than applicant):**

Name: William Weatherly Email: wweatherly1119@gmail.com

Phone: (228) 234-7980 Alt Phone: \_\_\_\_\_

**Tree Contractor Information (if applicable):**

Name: Southern Tree and Turf, LLC Email: southern tree and turf@gmail.com

Phone: 228-760-5296 Alt Phone: \_\_\_\_\_

Description of work or alteration to be performed: Remove 2 dying live oaks near road and trim deadwood out of two live oaks inside dog park.

Recommend Approving Removal of Two Dead Live OAKS.

Recommend Approving No more than 20% trim of the remaining Live OAKS.

Danell J. Jell  
8/8/23

Check the following boxes indicating the information for each has been provided and/or adhered to:

- ☒ Site Plan for Reference (the site plan must depict where the trees are in relation to the structure(s) and street/driveway)
- ☒ The trees referenced in this application have been identified with ribbon (supplied by the City of Ocean Springs Building Department upon request)
- ☒ Picture(s) for Reference (All pictures must depict trees already marked with ribbon; if tree is not marked, it will be inelligible for TPC consideration)

# APPLICATION FOR PERMIT TREE REMOVAL/MAINTENANCE

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.**

Sarah Blake

8-8-23

(Date)

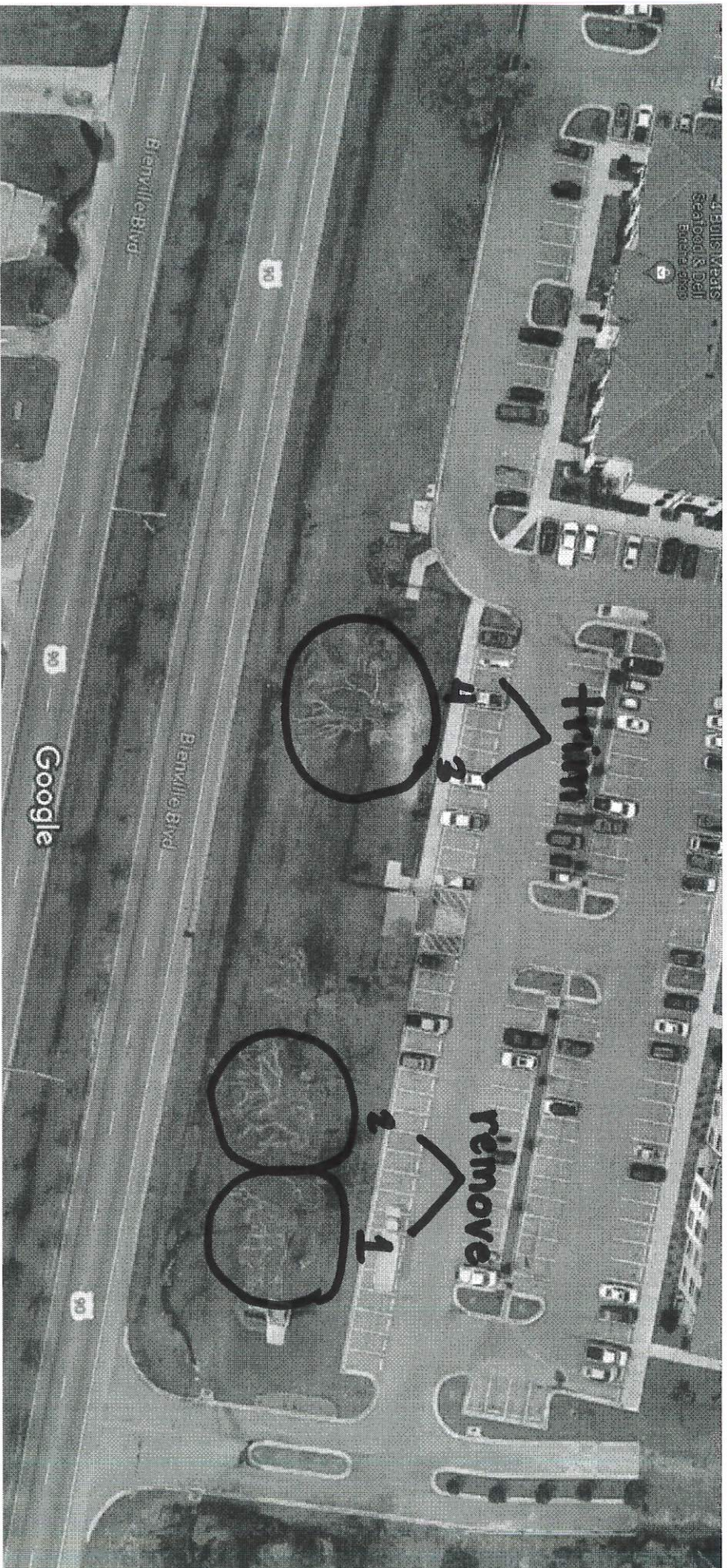
**Office Use Only:**

### Building Official Findings:

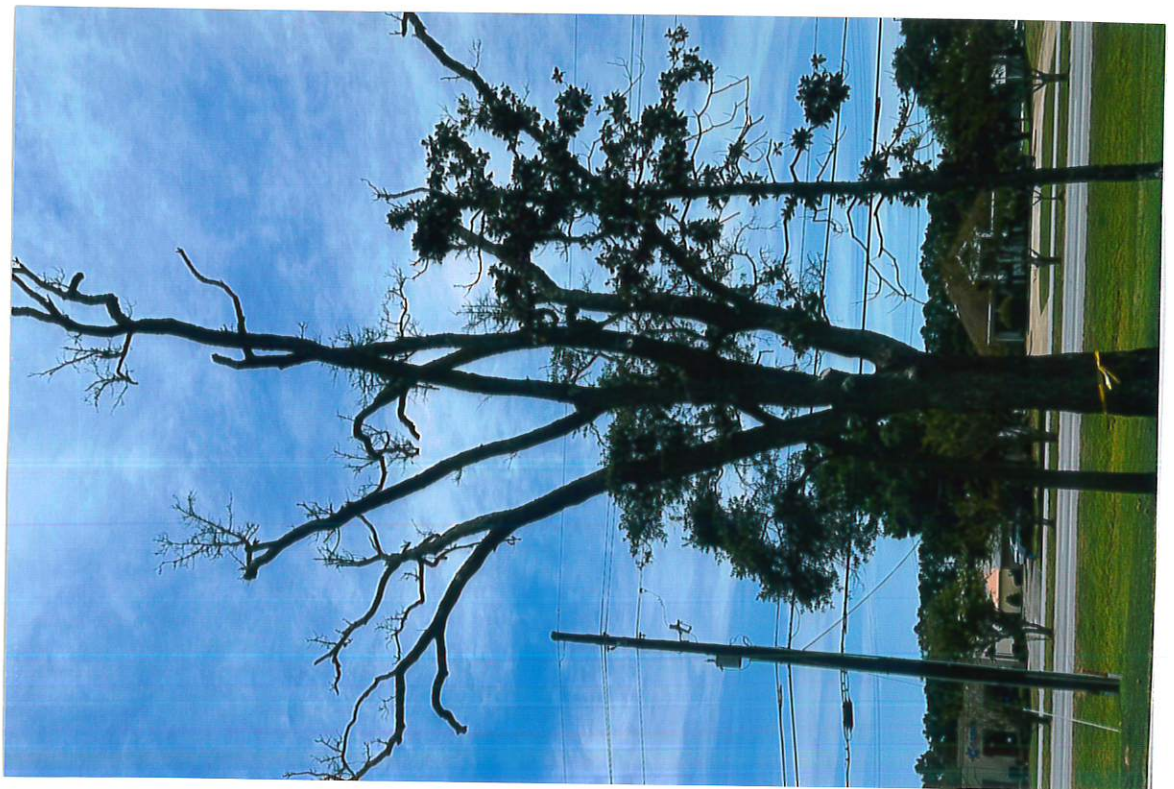
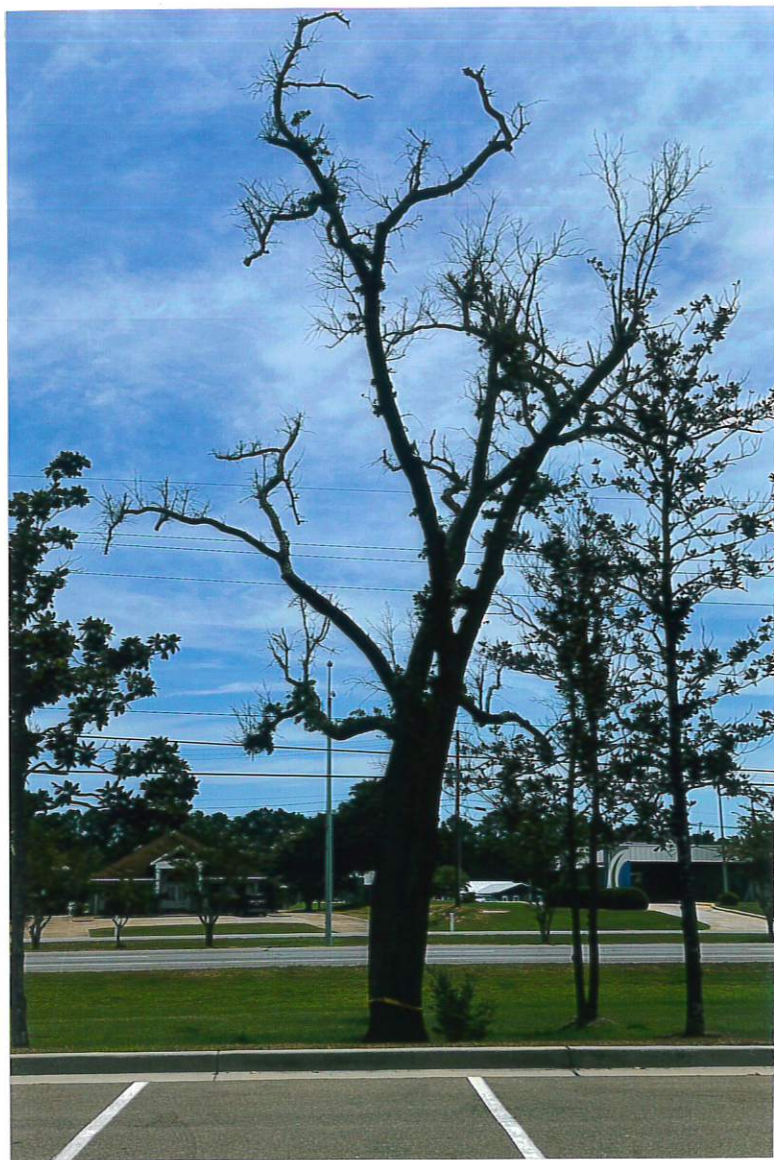
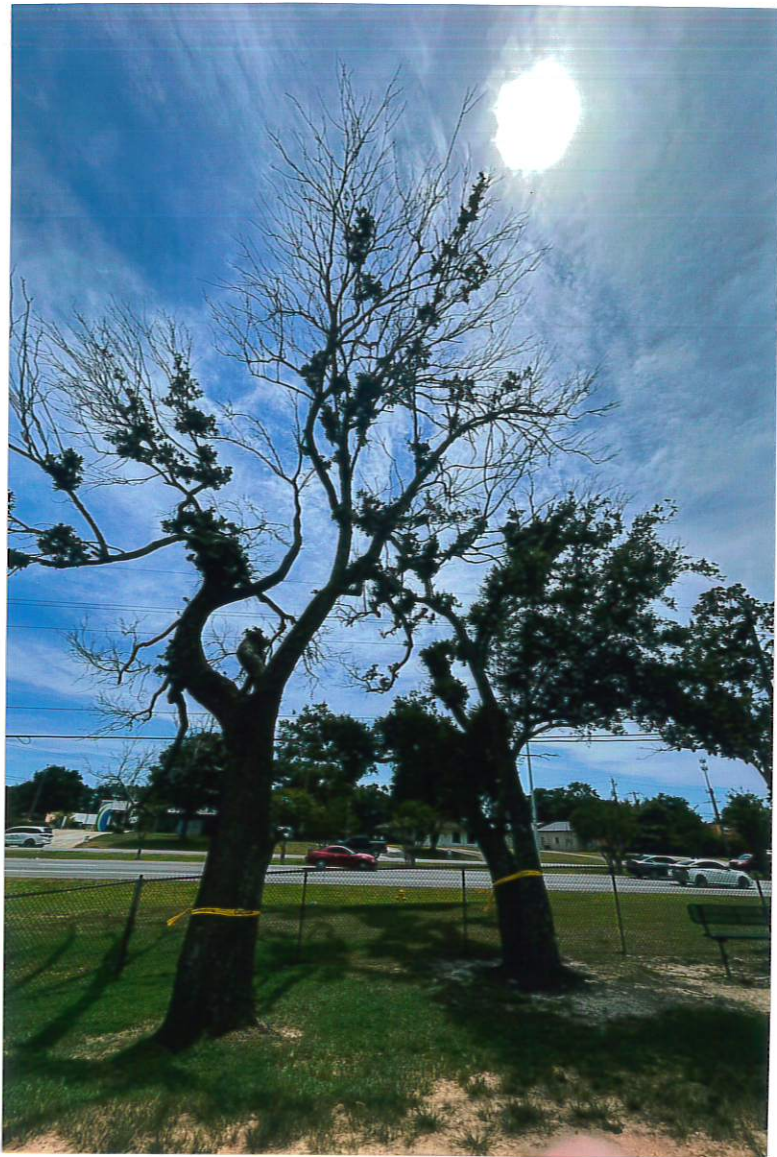
This image shows a single sheet of white paper with horizontal blue or grey ruling lines, typical of notebook paper. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

**MAYOR AND BOARD OF ALDERMEN AGENDA DATE:** \_\_\_\_\_













**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](http://www.oceansprings-ms.gov)

## MEMORANDUM

To: Mayor & Board of Aldermen  
From: Rex Stringfellow, Building Official  
Re: Accept Building Department Monthly Permit Report for July 2023  
Section: CONSENT AGENDA  
Meeting Date: August 15, 2023

Please find attached the Building Department monthly report for July 2023

|                   | # Permits | Valuation | Total Fees Collected |
|-------------------|-----------|-----------|----------------------|
| <b>Building</b>   | 82        |           | \$51,564.00          |
| <b>Electrical</b> | 26        |           | \$1,376.00           |
| <b>Mechanical</b> | 12        |           | \$1,162.00           |
| <b>Plumbing</b>   | 18        |           | \$3,222.00           |
| <b>Signs</b>      | 1         |           | \$101.00             |
| <b>Land Work</b>  | 2         |           | \$152.00             |
| <b>Trees</b>      | 7         |           | \$182.00             |
| <b>Golf Carts</b> | 18        |           | \$377.00             |
| <b>Bonfires</b>   | 31        |           | \$804.00             |
| <b>Planning</b>   | 32        |           | \$7,164.80           |
| <b>TOTALS</b>     | 229       | \$0.00    | \$66,104.80          |

\*Total fee collected includes the Records Fee for 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



228.875.4236 | [www.oceansprings-ms.gov](http://www.oceansprings-ms.gov)

## MEMORANDUM

To: Mayor & Board of Aldermen  
From: Rick Hutcherson, Code Enforcer  
Re: Accept Code Report through August 10, 2023  
Section: CONSENT AGENDA  
Meeting Date: August 15, 2023

Accept Code Report through 10-August-2023



## Code report through August 10, 2023

### ALL WARDS

- **Right of Ways, Easements and City owned Properties** – 7/14/2023 Political signs, whether illegally placed or non-conforming in size posted throughout the city. 7/17 and 7/19/ 2023 – Emailed and mailed **ALL** candidates discriminately who had violation. I provided a copy of the statute as stated in the Ocean Springs Code of Ordinances, Zoning and Subdivisions. I indicated they will be given a reasonable time to remove and/or relocate the signs in violation before I remove and discard them. It was also noted where they can find any discarded signs should they wish to retrieve them for future use. 7/28/2023 – Removed signs from median on Bienville. 8/3/2023 – Removed signs from median and Right of Ways along Bienville. 8/8/2023 – Election day.
  - **8/9/2023** – Campaign workers were seen retrieving their signs. Allowing them though the weekend to get them.

### WARD #1

- **1206 Bristol** – 7/24/2023 Exterior Sanitation. 7/26/2023 – Letter sent.
  - **8/1/2023** – Yard cut, close.
- **5820 Chicopee Trace** – 3/27/2023 Fence without a permit. 3/30/2023 – Letter sent. 4/6/2023 – Applied for permit.
  - **7/19/2023** – Charges filed.
- **1600 Churchill** – 8/7/2023 Exterior Sanitation
  - **8/7/2023** – Letter to be sent.

- **1207 Hammersmith** – 7/24/2023 High grass. 7/25/2023 – Sent letter.
  - **8/7/2023** – Grass cut. Close.
- **3412 Hermitage** – 5/15/2023 High grass. 5/22/2023 – Sent letter. 6/5/2023 – Grass cut in front. 6/19/2023 – Grass still high in back and on sides. 7/10/2023 - Grass still high in back and sides, sent final notice.
  - **7/19/2023** – Filed Charges.
- **1206 King Henry** – 6/19/2023 Exterior sanitation. 6/19/2023 - Monitor, could be moving things or delivery. 7/12/2023 – Sent letter to owner. 7/14/2023 – Letter returned. 7/21/2023 – Letter sent to alternate location. 7/24/2023 - Work was being done in yard as I was on patrol. Follow up on next patrol.
  - **8/7/2023** – Grass cut, front is ok, clutter remains on the side.
- **102 Laurie** – 4/10/2023 Fence without a permit. 4/21/2023 – Sent letter. 4/24/2023 – Applied for permit. 7/18/2023 – Permit still not picked up.
  - **7/19/2023** – Filed charges.
- **1207 Londonberry** – 7/31/2023 Exterior sanitation.
  - **8/7/2023** – Most is gone. Close and monitor.
- **1224 Londonberry** – 7/24/2023 Exterior sanitation. 7/28/2023 Letter sent
  - **8/7/2023** – Property ok, close.
- **1226 Londonberry** – 7/31/2023 High grass.
  - **8/7/2023** – Grass cut. Close.
- **3205 Nottingham** – 11/14/2022 Fence without a permit. 11/23/2022 – Sent letter.
  - **12/6/2022** – Filed charges.
- **3208 Nottingham** – 7/31/2023 Roof without a permit. Issued Stop Work.
  - **7/31/2023** – Obtained permit. Close.
- **3300 Nottingham** – 4/17/2023 Fence without a permit.
  - **4/21/2023** – Sent letter.
- **113 Penny** – 7/24/2023 High grass. 7/25/2023 – Sent letter
  - **8/7/2023** – Grass cut. Close.
- **3414 Princess Ann** – 6/19/2023 Fence without a permit.
  - **7/26/2023** – Letter to be sent.
- **3302 Queen Elizabeth** – 7/24/2023 High grass. 7/25/2023 – Sent letter
  - **8/7/2023** – Grass cut. Close.



- **3310 Queen Elizabeth** – 7/24/2023 Exterior sanitation, clutter. 7/25/2023 – Sent letter.
  - **8/7/2023** – Some progress made, mainly in front. Monitor and follow up.
- **113 Penny** – 7/24/2023 High grass.
  - **7/25/2023** – Sent letter.
- **6519 Shoshonee** – 6/19/2023 Trailer left in roadway.
  - **7/6/2023** – Trailer gone. Close.

## 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 2<sup>nd</sup> 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.
  - **6/21/2023** – Filed charges.
- **1015 Cherokee** – 5/31/2023 Work without a permit. 6/9/2023 – Sent letter.
  - **6/19/2023** – Owner spoke with Building Official, is going to bring in plans.
- **525 Cleveland** – 4/21/2023 Unreconciled and outstanding permit for completed work. 4/21/2023 – Sent letter.
  - **6/21/2023** – Filed charges.
- **21 De La Rose** – 5/31/2023 Fence without a permit. 6/9/2023 – Sent letter.
  - **7/13/2023** – Applied for permit.
- **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.
  - **7/12/2023** – Warrants officer attempted service, was told the owner's deployment has been extended until August. They are working towards setting a trial date to expediate the case.
- **9 Evelyn** – 7/20/2023 high grass.
  - **7/25/2023** – Sent letter.
- **408 Forest Hill** – 7/20/2023 Building without a permit.
  - **7/28/2023** – Sent letter
- **805 General Pershing** – 5/23/2023 Unreconciled and outstanding permit for completed work. 5/24/2023 – Sent letter.
  - **6/15/2023** – Letter returned.
- **807 General Pershing** – 5/23/2023 Unreconciled and outstanding permit for completed work. 5/24/2023 – Sent letter.
  - **6/15/2023** – Letter returned.
- **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.

- **7/12/2022** – Warrants officer is having difficulty locating the owner. The search has been ongoing for 19 months and the owner's children still claim to not have heard from her in that time, nor do they know where she is.
- **1520 Government** – 8/7/2023 Operating a business without a privilege license.
  - **8/7/2023** – Hand delivered letter from City Clerk.
- **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.
  - **6/21/2023** – Filed Charges.
- **818 Handy** – 7/20/2023 high grass. 7/25/2023 – Sent letter.
  - **7/28/2023** – Grass cut. Close.
- **824 Handy** – 7/20/2023 high grass.
  - **7/25/2023** – Sent letter.
- **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. 6/28/2023 - – Spoke with contractor. They are submitting plans to the Historic committee for review. Due to follow up with me on 7/14.
  - **7/11/2023** – Spoke with contractor. Claims to have applied for the Historic committee review. Will provide proof for documentation. Court clerk indicated the upcoming court date has been pushed back by request of the defense's legal counsel
- **1126 Iberville** – 4/12/2023 Fence without a permit. 4/21/2023 – Letter sent. 4/24/2023 – Applied for permit.
  - **6/23/2023** – Obtained permit, close.
- **1151 Iola** – 2/27/2023 Fence without a permit. 3/20/2023 – Letter sent. 4/12/2023 – No permit obtained. Charges to be filed.
  - **6/22/2023** – Charges filed.
- **1113 LeMarin** – 7/24/2023 Grass is high. 7/25/2023 – Sent letter
  - **7/31/2023** – Grass cut.

- **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.  
6/21/2023 - Following city prosecutor's direction and will have a summons issued under contempt and failure to follow a court order charge.  
8/9/2023 – Working with court and warrant officer to ensure all steps are taken to ensure the previous case is directly tied to this one.
- **1209 Robinson** – 7/20/2023 High grass, exterior sanitation. 7/25/2023 – Sent letter.
  - **8/4/2023** – Grass cut, junk still behind fence and is visible. .
- **514 Rue Chatueaguay** – 4/17/2023 Fence without a permit. 4/21/2023 – Letter Sent. 4/27/2023 – Applied for permit.
  - **8/7/2023** – Permit pending review.
- **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 now a legal matter.
- **1128 Vermont** – 4/17/2023 Fence without a permit. 4/21/2023 – Letter sent.
  - **4/26/2023** – Applied for permit.
- **1711 Warren** – 8/1/2023 Call in report of high grass.
  - **8/2/2023** – Grass is high, but not 11" yet.
- **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

- **102 Arbor Vista** – 5/23/2023 Unreconciled and outstanding permit for completed work. 5/24/2023 – Sent letter.
  - **6/21/2023** – Filed charges.

- **431 Bechtel** - 3/28/2022 – Opened case. 7/13/2023 – Spoke with W3 Alderman, photos were submitted and added to the case file. 7/13/2023 - Documentation to continue, notices of violation will be sent to building owners. 7/21/2023 – Door hangers placed on every door, letters sent to building owners. 7/26/2023 - Documentation to continue, notices of violation will be sent to building owners
  - **8/10/2023** – Documentation to continue.
- **1816 Bienville**– 7/13/2023 Garbage cans left at road.
  - **7/21/2023** – Letter sent.
- **101 Bradford**– 7/20/2023 Dilapidated vehicle. 7/28/2023 – Sent letter.
  - **8/3/2023** – Conditions remain.
- **50 Choctaw** – 4/17/2023 Fence without a permit. 4/21/2023 – Letter sent.
  - **7/19/2023** – Charges filed.
- **2403 Davidson** – 7/20/2023 Work without a permit. 7/28/2023 – Sent letter.
  - **8/3/2023** – Obtained permit. Close.
- **2412 Davidson** – 8/7/2023 Roof without a permit. 8/7/2023 – Issued a stop work.
  - **8/7/2023** – Obtained permit. Close.
- **612 Dogwood** – 10/13/2022 Grass and Dilapidated vehicle. 10/13/2022 – Sent letter. 10/13/2022 – Spoke with neighbor, both owners have died. There seems to be an issue with the will/ownership. 11/23/2022 – Sent final notice. 12/13/2022 – Charges to be filed.
  - **1/3/2023** – Charges filed.
- **#### Earl Taylor** – 5/24/2023 - Multiple calls from singular complainant. Four to ten houses are leaving their garbage cans at the street. 8/3/2023 – Issued is nearly handled. Documentation continues. There are two to three that remain, with one potentially being empty.
- **107 Linda** – 7/21/2023 Exterior sanitation. 7/28/2023 – Letter sent.
  - **8/3/2023** – conditions remain.
- **115 Linda** – 7/21/2023 Grass is high, garbage cans.
  - **7/25/2023** – Sent letter.
- **121 Linda** – 7/10/2023 Boats being left in the street, caller(s) noted there is an illegal business being ran from property. 7/25/2023 – Documenting and compiling evidence of a flow of boats. 7/28/2023 – Letter sent.
  - **8/10/2023** – Charges to be filed.
- **129 Linda** – 7/21/2023 Grass is high.



- 7/25/2023 – Sent letter.
- 136 Linda – 7/21/2023 Exterior sanitation.
  - 7/25/2023 – Letter to be sent.
- 142 Linda – 5/18/2023 Fence without a permit. 5/22/2023 – Sent letter.
  - 6/22/2023 – Charges filed.
- 167 Linda – 7/21/2023 Exterior sanitation.
  - 7/25/2023 – Letter to be sent.
- 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.
- 200 Linda – 7/21/2023 Exterior sanitation.
  - 7/25/2023 – Letter to be sent.
- 223 Linda – 7/21/2023 High grass.
  - 7/25/2023 – Letter sent.
- 213 Mason – 4/21/2023 Unreconciled and outstanding permit for completed work. 4/24/2023 – Sent Letter.
  - 6/21/2023 – Filed Charges.
- 226 Mitchell – 7/20/2023 Fence without a permit. 7/28/2023 – Sent letter.
  - 7/31/2023 – Applied for permit.
- 17 Royal – 2/2/2023 Fence without a permit. 2/8/2023 – Letter sent.
  - 3/29/2023 – Charges filed.
- 3503 Sandpiper – 7/6/2023 Fence without a permit. 7/10/2023 -Letter sent.
  - 7/21/2023 – Applied for permit.
- 503 Seymour (1 of 2) – 11/17/2022 Exterior Sanitation. 11/21/2022 – Sent letter
  - 12/1/2022 – Filed charges.
- 503 Seymour (2 of 2) – 7/18/2022 Roof without a permit.
  - 7/28/2023 – Sent letter
- 110 Stennis – 7/20/2023 Exterior sanitation and tires.
  - 7/28/2023 – Letter sent.

- **113 Stennis** – 4/13/2023 Fence without a permit.
  - **4/13/2023** – Letter sent.
- **329 Teringo** – 7/20/2023 High grass.
  - **7/25/2023** – Letter sent.
- **205 Walnut** – 8/8/2023 Roof without a permit.
  - **8/10/2023** – Letter to be sent.
- **408 Woody** – 7/20/2023 Dilapidated trailer. 7/28/2023 Sent letter.
  - **8/4/2023** – Trailer gone. Close.

## WARD #4

- **102 Barbara** – 7/18/2023 Refrigerator with doors.
  - **7/25/2023** – Letter sent.
- **106 Beverly** – 5/17/2023 Overgrown vegetation. 5/22/2023 – Sent letter.  
7/5/2023 -Left door hanger. 7/12/2023 – No change.
  - **7/19/2023** – Filed charges.
- **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. 6/28/2023 – Ample time has been given for permit to be picked up.
  - **7/19/2023** – Charges filed.
- **116 Bryant** – 7/19/2023 High grass. 7/25/2023 -Letter sent
  - **8/9/2023** – Grass cut. Close.
- **102 Burton** – 7/19/2023 Exterior sanitation. 7/25/2023 – Letter sent.
  - **8/9/2023** – Yard clean. Close.
- **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
  - **8/7/2023** – Work ongoing at property.

- **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.
- **2710 Connor** – 7/20/2023 Fence without a permit. 7/28/2023 – Sent letter.
  - **8/3/2023** – Applied for permit.
- **2709 Davidson** – 7/20/2023 High grass.
  - **7/25/2023** – Letter sent
- **2509 Englewood** – 7/20/2023 High grass. 7/25/2023 – Letter sent.
  - **7/28/2023** – Spoke with owner, he will relay information to tenants.
- **2705 Hargrove** – 7/28/2023 Work without a permit.
  - **7/28/2023** – Letter sent
- **703 Hidden Oaks** – 5/3/2023 Fence without a permit. 5/4/2023 – Sent letter
  - **5/9/2023** – Applied for permit. Still pending review.
- **711 Hidden Oaks** – 7/5/2023 Roof without a permit.
  - **7/5/2023** – Sent letter.
- **99 Hunter** – 5/3/2023 Non-approved structure (lift), un-reconciled and outstanding permit (slab). 5/4/2023 – Sent letter.
  - **6/28/2023** – Spoke with owner, she will be in to pick it up.
- **111 Hunter** – 7/19/2023 Exterior sanitation, tires.
  - **7/25/2023** – Letter sent.
- **201 Hunter** – 8/2/2023 Fence without a permit.
  - **8/2/2023** – Letter to be sent.
- **216 Hunter** – 7/19/2023 Exterior sanitation/discarded wood.
  - **7/25/2023** – Letter to be sent.
- **400 Hunter** – 5/3/2023 Fence without a permit. 5/4/2023 – Sent letter
  - **5/9/2023** – Applied for permit. Still pending review.
- **406 Hunter** – 7/5/2023 Renovation (windows, siding, roof) without a permit.
  - **7/10/2023** – Sent letter.

- **118 Johnson** – 7/24/2023 Metal roof without a permit. 7/28/2023 – Sent letter.
  - **7/31/2023** – Obtained letter. Close.
- **147 Lafayette** – 7/6/2023 Exterior sanitation issues, and high grass. 7/10/2023 – Sent letter.
  - **8/3/2023** – lots of work is done, nearly compliant. Follow up and report back.
- **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. 8/19/2023 - Property was cut. Vehicle remains. The property is still in litigation. 7/10/2023 - Spoke with (deceased) owner's daughter. The property has been and is still tied up in litigation. She is meeting with her attorney on Friday. She will brief him on our areas of concern (the vehicle, the up/down of property conditions, and due to the residence being vacant for so long, boarding should be considered). She will follow up with me on Friday afterwards, if possible. If not, she will reach out to me on Monday. 7/17/2023 - Dilapidated vehicle has been removed. More info to follow after next update with daughter.
  - **7/27/2023** – Dilapidated vehicle, grass has been mowed. Property is compliant. Close.
- **410 Pine Court** – 7/20/2023 Exterior sanitation. 7/25/2023 – Letter sent.
  - **8/3/2023** – Property clean. Close.
- **888 Pine Hills** – 7/20/2023 Unlicensed and dilapidated vehicles.
  - **7/26/2023** – Spoke with owner, he said it will be taken care of ASAP.
- **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 2<sup>nd</sup> letter. 12/14/2021 Spoke with owner. He was recently diagnosed with liver cancer and will be going through treatments. He said that he will work on the list of violations. He requested more time, I agreed. I will follow up in a month before contacting him again. 1/12/2022 - still inside the 30-day grace period I granted to the owner. 1/24/2022 - There appears to be a lot of activity going on. Likely it is some sort of re-organization. I will continue to monitor. 2/22/2022 - Progress has slowed but is still ongoing. I will continue to monitor as long as the work continues. 3/9/2022 – Looks like the back area is nearly done, however a bus is now on site. 3/18/2022 - Trying to reach owner about the bus 4/11/2022 - Most everything is under the carport now. Property is nearing compliance. 6/15/2022 - Bus is now onsite. I am reaching out to the owner to find out his intent with the bus, and when he feels the property will be in compliance. I will proceed with which course is necessary. 9/8/2022 – Sent a final notice, listed violations so there is no confusion. 9/20/2022 – Filed Charges

- **11/23/2022** – Appears that owner is painting cars onsite. This will fall under the umbrella of charges filed already.

- **2701 Walton** – 4/21/2023 Unreconciled and outstanding permit for completed work. 4/21/2023 – Sent letter.
  - **6/21/2023** – Filed charges.
- **113 Water Oaks** – 3/15/2023 Roof without a permit. 3/20/2023 – Sent letter.
  - **3/30/2023** – Charges filed.
- **427 Whispering Pines** – 7/20/2023 Boat in the street, impeding traffic. 7/28/2023 – Sent letter.
  - **8/3/2023** – Boat gone, Close.
- **446 Whispering Pines** – 7/20/2023 PWC trailer in the street. 7/28/2023 – Sent letter.
  - **8/3/2023** – Trailer remains.
- **100 Winchester** – 8/7/2023 Call in report of discarded roofing materials left at roadway.
  - **8/10/2023** – to be verified on today's patrol.
- **106 Winchester** – 5/18/2023 High grass. 5/22/2023 – Sent letter. 7/20/2023 – Conditions remain. 7/25/2023 – Sent letter, included boarding standard. 8/3/2023 – Grass cut, but house remains unboarded.
  - **8/10/2023** – House remains unsecure, but is otherwise compliant.
- **115 Winchester** – 7/20/2023 Garbage cans left at road, property is a Short Term Rental. 7/25/2023 – Sent letter.
  - **8/3/2023** – Cans gone, close.



## WARD #5

- **2802 Cambrai** – 7/5/2023 Fence without a permit. 7/10/2023 – Sent letter.
  - **7/14/2023** – Applied for permit.
- **2804 Cambrai** – 7/5/2023 exterior sanitation issues. 7/10/2023 – Sent letter.
  - **8/2/2023** – Property clean, close.
- **\*\*\*\* Davis Bayou** – 8/2/2023 Called in and emailed in report of illegally dumped trash on city property. 8/2/2023 – Spoke with Public works director. He instructed the resident to place the materials there due to inadequate space at his residence and creating a hazardous and unsafe situation. Emailed complainant explaining situation, close. 8/3/2023 – A new chain email coming from complainant. I responded and further explaining the resident was instructed to place the materials there due to inadequate space at his residence and creating a hazardous and unsafe situation. Close (again). 8/10/2023 – New email thread from complainant. 8/10/2023 – Responded with same explanation, included Building Official and Public Works director, explained the case was closed.
  - **8/10/2023** – Was informed by Public Works director the truck will be there today. While on-site, the resident was speaking with OSPD, as did our director. OSPD explained everything (again) to the complainants and they understood the situation. Close.
- **22 Davis Bayou** – 8/2/2023 Two storage boxes on-site (temporary?). Monitor. 8/9/2023 – Conex boxes being used as storage units. Non-permitted and do not meet criteria.
  - **8/9/2023** – Letter to be sent
- **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.
  - **7/19/2023** – Told Warrant officer that owner has had sufficient time, and to proceed with service.
- **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.

- **124 Lynne Therese** – 7/19/2023 Fence without a permit. 7/28/2023 – Letter sent.
  - **8/3/2023** – Letter returned.
- **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.
  - **8/8/2023** – A monumental amount of work has been done on property. It is possible that it will come into compliance in the next week.
- **105 Red Wing** – 5/3/2023 Dilapidated vehicle, inoperable vehicle, vehicle in the roadway. 5/4/2023 – Sent letter to tenant and owner. 5/8/2023 – Owner's letter returned. 7/6/2023 – Sent letter to owner (2)
  - **8/7/2023** – Conditions remain.
- **126 Reynolds** – 3/28/2022 Unreconciled and outstanding permit for completed work. 3/28/2023 – Sent letter.
  - **6/21/2023** – Filed charges.
- **4112 Silverwood** – 7/18/2023 High Grass. 7/25/2023 – Sent letter.
  - **8/1/2023** – Grass cut. Close.
- **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.
  - **6/21/2023** – Filed charges.
- **3827 Timberlake** – 7/18/2023 Fence without a permit. 7/28/2023 – Sent letter. 8/2/2023 – Applied for permit.
  - **8/8/2023** – Obtained permit. Close.
- **4008 Xavier** – 7/19/2023 Fence without a permit. 7/28/2023 – Sent letter.
  - **7/31/2023** – Applied for permit.

## 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.
- **1301 Chalmette** – 7/18/2023 High grass. 7/25/2023 -Sent letter.
  - **8/1/2023** – Grass 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. 6/20/2023 – House appears empty. Monitor. 7/5/2023 - Looks like clean up has begun. Yard is halfway cut.
  - **8/8/2023** – Grass is high again, dilapidated vehicle. I will reach out to the owner again.
- **4500 Gibson** – 8/8/2023 Call in report of garbage cans left at the roadway.
  - **8/10/2023** – Letter to be sent.
- **101 Grand Teton** – 5/31/2023 High grass. 5/31/2023 – Sent letter. 6/9/2023 – Sent letter. 7/18/2023 – conditions remain, back yard is observable over the 6-foot privacy fence. Observed live rat running along fence. 7/24/2023 – Conditions remain. 7/25/2023 – Sent final notice.
  - **8/8/2023** – Progress made on property. Follow up on next patrol.
- **3240 Groveland** – 8/8/2023 Exterior sanitation, junk.
  - **8/10/2023** – Letter to be sent
- **1602 Heather** – 6/19/2023 Slab without a permit. 6/19/2023 – Sent letter.
  - **6/26/2023** – Applied for permit.
- **101 Niagra** – 5/2/2023 Roof without a permit.
  - **5/4/2023** – Sent letter
- **8616 Old CCC Camp** – 7/11/2023 Exterior Sanitation, multiple violations. 7/18/2023 – Appears as if someone is working on it. 7/24/2023 – Conditions remain. 7/25/2023 – Sent letter.
  - **8/8/2023** – Some progress made, but it is still a blight to the community.
- **104 Olympic** – 7/25/2023 High grass. 7/25/2023 – Sent letter.
  - **8/8/2023** – Grass cut. Close.
- **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.

- **1239 Parktown** – 8/1/2023 Anonymous call in report of homeless campground in back yard. Using bathroom in buckets, and the property is in violation.
  - **8/8/2023** – I cannot see the encampment, but the property is in violation. Letter to be sent.
- **1305 Parktown** – 7/18/2023 Dilapidated vehicle. 7/28/2023 – Sent letter.
  - **8/8/2023** – Car remains.
- **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.
- **1402 Parktown** – 6/6/2023 High grass. 6/9/2023 – Sent letter.
  - **7/10/2023** – Spoke with owner who is deployed. I said I would work with him until he returns later in the month.
- **7 Pine Lake** – 5/16/2023 High grass. 5/22/2023 – Sent letter. 6/6/2023 – Left door hanger. 7/11/2023 – spoke with realtor.
  - **7/18/2023** – Yard cut, 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.
- **3007 Trentwood** – 6/6/2023 Fence erected without a permit.
  - **6/9/2023** – Sent letter.
- **20 Whisperwood** – 7/24/2023 Pool without a permit. 7/24/2023 – Sent letter.
  - **7/26/2023** – Applied for permit.
- **27 Whisperwood** – 7/24/2023 High grass. 7/25/2023 – Sent letter.
  - **8/1/2023** – Grass cut. Close.
- **410 Woodward** – 7/25/2023 Exterior sanitation/ Clutter. 7/25/2023 – Sent letter.
  - **8/8/2023** – Conditions remain.

- **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 2<sup>nd</sup> 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.



**OceanSprings–Ms.Gov**





**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](http://www.oceansprings-ms.gov)

## MEMORANDUM

To: Mayor & Board of Aldermen

From: Sarah Harris, Project Manager

Re: Execute contracts between Graham Construction Co., Inc and Bottom 2 Top Construction, LLC for the Term Bid Contract for Water, Sewer, and Drainage Projects 2023

Section: CONSENT AGENDA

Meeting Date: August 15, 2023

Term Bid Contract for Water, Sewer, and Drainage Projects 2023 bids were received and open June 22, 2023. Recommended and approved to award Graham Construction Co., Inc the contract for the term bid and to award an alternate contract to Bottom 2 Top Construction, LLC.

I respectfully request authorization to execute contracts between the City and Graham Construction Co., Inc and the City and Bottom 2 Top Construction, LLC for the Term Bid Contract for Water, Sewer, and Drainage Projects 2023.

# CONSTRUCTION CONTRACT

**THIS AGREEMENT** is dated as of the \_\_\_\_ day of \_\_\_\_\_ in the year 2023 by and between CITY OF OCEAN SPRINGS (hereinafter “Owner”) and GRAHAM CONSTRUCTION CO., INC. (hereinafter “Contractor”).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

## **ARTICLE 1 – WORK**

1.01 Contractor shall complete all Work in a manner satisfactory to Owner and as specified or indicated in this Construction Contract, as well as specified or indicated in the City of Ocean Springs Term Bid Contract for Water, Sewer, and Storm Drainage Projects 2023 Annual Contract dated May 2023 (hereinafter sometimes collectively referred to solely as “Contract”). The Work is generally described as follows:

### **TERM BID CONTRACT FOR WATER, SEWER, AND STORM DRAINAGE PROJECTS 2023**

## **ARTICLE 2 – TERM**

2.01 This Contract shall be in effect for a period of one year beginning the \_\_\_\_ day of \_\_\_\_\_, 2023, and ending on the \_\_\_\_ day of \_\_\_\_\_, 2024. The parties may extend the Contract as agreed upon in writing by the parties and subject to approval from the City of Ocean Springs Board of Alderman. Nonetheless, Owner shall be able to terminate the Contract at any point in time by providing thirty days written notice to Contractor.

## **ARTICLE 3 - THE PROJECT**

3.01 Owner will send Contractor a work order or purchase order for Contractor’s services on Owner’s projects as needed by Owner. Nothing in this Contract or otherwise shall be interpreted as a guarantee of a specific amount of work or projects that will be sent to Contractor by Owner.

## **ARTICLE 4 – PRICE AND PAYMENT PROCEDURES**

4.01 Submittal of Work Orders, Invoices and Processing of Payments

A. Upon Contractor’s receipt of Owner’s work order or purchase order as stated in Article 3 above, Contractor shall have no more than ten days to submit documentation to Owner outlining the overall costs and timeline to complete the project shown in Owner’s work or purchase order. If said costs and timeline is not approved by Owner, Owner shall be able to utilize a different contractor or labor force to perform the services shown in the purchase or work order, and Owner shall not be liable to Contractor whatsoever for utilizing said outside services. If Contractor’s costs and timeline is approved by Owner, the payment by Owner to Contractor for Contractor’s services shall be governed by Paragraph 4.01B below.

B. Contractor shall begin the Owner’s project no later than ten days after Owner’s approval of Contractor’s timeline and costs as stated in Paragraph 4.01A above. Thereafter, Contractor

shall submit monthly invoices to Owner for Contractor's completed work until the project is complete or the agreement is otherwise terminated. Owner shall have thirty days from Owner's receipt of the invoice to make payment to Contractor. Owner reserves the right to dispute invoice charges at any time, regardless of prior payment.

## **ARTICLE 5 - CONTRACTOR'S REPRESENTATIONS**

5.01 Contractor makes the following representations:

- A. The Contractor has examined and carefully studied the Contract and all information identified within and approves of the same.
- B. The Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of Contractor's work and Contractor agrees to be in compliance with the same.

## **ARTICLE 6 - MISCELLANEOUS**

6.01 Assignment of Contract: Contractor may not assign any of Contractor's rights under or interests in the Contract unless expressly agreed upon in writing by the Owner. No rights or interest assigned by Contractor will be binding on Owner without Owner's written consent to be bound by such assignment. The Contract is assignable by Owner. Contractor agrees that Owner's assignment of the Contract does not terminate the Contract or release Contractor from its obligation to perform under the Contract.

6.02 Severability: Any provision or part of the Contract held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

6.03 Contractor's Certifications: Contractor certifies that it has not engaged in corrupt, fraudulent, collusive or coercive practices in competing for or in executing the Contract.

- A. "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract Execution;
- B. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of the Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels or (c) to deprive the Owner of the benefits of free and open competition;
- C. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
- D. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

6.04. Indemnification: Contractor and each of Contractor's partners, directors, officers, employees, agents, successors, assigns, or otherwise, hereby covenant and agree to indemnify, defend, and hold the Owner, and each of Owner's partners, directors, officers, employees, agents, attorneys, successors, and assigns, harmless from any and all claims or liabilities which may arise from any cause whatsoever related to or as a result of Contractor's performance of services to Owner.

6.05. Applicable law: The Contract shall be construed and interpreted under the laws of the state of Mississippi, County of Jackson, as well as the ordinances of the City of Ocean Springs.

6.06. Attorney's fees: If any legal action or other legal proceeding relating to the enforcement of any provision of the Contract is brought against Contractor, Owner shall be entitled to recover reasonable attorneys' fees, costs and disbursements (in addition to any other relief to which Owner may be entitled).

6.07 Time of the Essence: Time is of the essence for all of Contractor's rights and obligations under the Contract.

6.08 Waiver: No waiver by Owner of any breach of any term, covenant or condition of the Contract shall be deemed a waiver of the same or any subsequent breach of the same or any other term, covenant or condition.

6.09 Notice: All notices from Contractor to Owner or Owner to Contractor required or permitted by any provision of the Contract shall be in writing at the following addresses:

Owner address for giving notices:  
1018 Porter Ave Ocean Springs, MS 39564

Contractor address for giving notices:

\_\_\_\_\_  
PO Box 1800 Ocean Springs, MS 39566  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

WHEREBY, Owner and Contractor have indicated their acceptance of the terms and conditions of the Contract by their signatures below on the dates listed.

This Agreement will be effective on \_\_\_\_\_, \_\_\_\_\_, 2023 (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR:

CITY OF OCEAN SPRINGS

GRAHAM CONSTRUCTION CO., INC.

By: \_\_\_\_\_  
Kenny Holloway, Mayor

By: \_\_\_\_\_  
Signature

DATE: \_\_\_\_\_

\_\_\_\_\_  
(Print) Name and Company Title

DATE: \_\_\_\_\_

TERM BID CONTRACT FOR WATER, SEWER,  
AND STORM DRAINAGE PROJECTS 2023

CONSTRUCTION CONTRACT

# CONSTRUCTION CONTRACT

**THIS AGREEMENT** is dated as of the \_\_\_\_ day of \_\_\_\_\_ in the year 2023 by and between CITY OF OCEAN SPRINGS (hereinafter “Owner”) and BOTTOM 2 TOP CONSTRUCTION LLC (hereinafter “Contractor”).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

## **ARTICLE 1 – WORK**

1.01 Contractor shall complete all Work in a manner satisfactory to Owner and as specified or indicated in this Construction Contract, as well as specified or indicated in the City of Ocean Springs Term Bid Contract for Water, Sewer, and Storm Drainage Projects 2023 Annual Contract dated May 2023 (hereinafter sometimes collectively referred to solely as “Contract”). The Work is generally described as follows:

### **TERM BID CONTRACT FOR WATER, SEWER, AND STORM DRAINAGE PROJECTS 2023**

1.02 Contractor understands and acknowledges that Contractor is being selected by Owner as an alternate for the Work referenced in the Contract. Nothing in the Contract or otherwise guarantees that Contractor will be requested to perform any of the work referenced in the Contract. Contractor understands and acknowledges that in the event the primary accepted bidder cannot perform under the Contract, Contractor may be utilized for said Work. Contractor’s Work shall be governed by the Contract.

## **ARTICLE 2 – TERM**

2.01 This Contract shall be in effect for a period of one year beginning the \_\_\_\_ day of \_\_\_\_\_, 2023, and ending on the \_\_\_\_ day of \_\_\_\_\_, 2024. The parties may extend the Contract as agreed upon in writing by the parties and subject to approval from the City of Ocean Springs Board of Alderman. Nonetheless, Owner shall be able to terminate the Contract at any point in time by providing thirty days written notice to Contractor.

## **ARTICLE 3 - THE PROJECT**

3.01 Owner will send Contractor a work order or purchase order for Contractor’s services on Owner’s projects as needed by Owner. Nothing in this Contract or otherwise shall be interpreted as a guarantee of a specific amount of work or projects that will be sent to Contractor by Owner.

## **ARTICLE 4 – PRICE AND PAYMENT PROCEDURES**

4.01 Submittal of Work Orders, Invoices and Processing of Payments

- A. Upon Contractor’s receipt of Owner’s work order or purchase order as stated in Article 3 above, Contractor shall have no more than ten days to submit documentation to Owner outlining the overall costs and timeline to complete the project shown in Owner’s work or purchase order. If said costs and timeline is not approved by Owner, Owner shall be able to utilize a different contractor or labor force to perform the services shown in the purchase or



work order, and Owner shall not be liable to Contractor whatsoever for utilizing said outside services. If Contractor's costs and timeline is approved by Owner, the payment by Owner to Contractor for Contractor's services shall be governed by Paragraph 4.01B below.

- B. Contractor shall begin the Owner's project no later than ten days after Owner's approval of Contractor's timeline and costs as stated in Paragraph 4.01A above. Thereafter, Contractor shall submit monthly invoices to Owner for Contractor's completed work until the project is complete or the agreement is otherwise terminated. Owner shall have thirty days from Owner's receipt of the invoice to make payment to Contractor. Owner reserves the right to dispute invoice charges at any time, regardless of prior payment.

## **ARTICLE 5 - CONTRACTOR'S REPRESENTATIONS**

5.01 Contractor makes the following representations:

- A. The Contractor has examined and carefully studied the Contract and all information identified within and approves of the same.
- B. The Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of Contractor's work and Contractor agrees to be in compliance with the same.

## **ARTICLE 6 - MISCELLANEOUS**

6.01 Assignment of Contract: Contractor may not assign any of Contractor's rights under or interests in the Contract unless expressly agreed upon in writing by the Owner. No rights or interest assigned by Contractor will be binding on Owner without Owner's written consent to be bound by such assignment. The Contract is assignable by Owner. Contractor agrees that Owner's assignment of the Contract does not terminate the Contract or release Contractor from its obligation to perform under the Contract.

6.02 Severability: Any provision or part of the Contract held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

6.03 Contractor's Certifications: Contractor certifies that it has not engaged in corrupt, fraudulent, collusive or coercive practices in competing for or in executing the Contract.

- A. "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract Execution;
- B. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of the Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels or (c) to deprive the Owner of the benefits of free and open competition;

C. "collusive practice" means a scheme or arrangement between two or more Bidders, with or

without the knowledge of the Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

- D. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

6.04. Indemnification: Contractor and each of Contractor’s partners, directors, officers, employees, agents, successors, assigns, or otherwise, hereby covenant and agree to indemnify, defend, and hold the Owner, and each of Owner’s partners, directors, officers, employees, agents, attorneys, successors, and assigns, harmless from any and all claims or liabilities which may arise from any cause whatsoever related to or as a result of Contractor’s performance of services to Owner.

6.05. Applicable law: The Contract shall be construed and interpreted under the laws of the state of Mississippi, County of Jackson, as well as the ordinances of the City of Ocean Springs.

6.06. Attorney’s fees: If any legal action or other legal proceeding relating to the enforcement of any provision of the Contract is brought against Contractor, Owner shall be entitled to recover reasonable attorneys’ fees, costs and disbursements (in addition to any other relief to which Owner may be entitled).

6.07 Time of the Essence: Time is of the essence for all of Contractor’s rights and obligations under the Contract.

6.08 Waiver: No waiver by Owner of any breach of any term, covenant or condition of the Contract shall be deemed a waiver of the same or any subsequent breach of the same or any other term, covenant or condition.

6.09 Notice: All notices from Contractor to Owner or Owner to Contractor required or permitted by any provision of the Contract shall be in writing at the following addresses:

Owner address for giving notices:  
1018 Porter Ave Ocean Springs, MS 39564

Contractor address for giving notices:

PO Box 1800 Ocean Springs, MS 39566

WHEREBY, Owner and Contractor have indicated their acceptance of the terms and conditions of the Contract by their signatures below on the dates listed.

This Agreement will be effective on \_\_\_\_\_, \_\_\_\_\_, 2023 (which is the Effective Date of the Agreement).

OWNER:  
CITY OF OCEAN SPRINGS

CONTRACTOR:  
BOTTOM 2 TOP CONSTRUCTION LLC

By: \_\_\_\_\_  
Kenny Holloway, Mayor

By: \_\_\_\_\_  
Signature

DATE: \_\_\_\_\_

(Print) Name and Company Title

DATE: \_\_\_\_\_



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

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



228.875.4236 | [www.oceansprings-ms.gov](http://www.oceansprings-ms.gov)

## MEMORANDUM

To: Mayor & Board of Aldermen

From: Sarah Harris, Project Manager

Re: Ratify the execution of the contract between the City and Roofing Solutions, LLC for the Taconi Roof Project

Section: CONSENT AGENDA

Meeting Date: August 15, 2023

Taconi Roof Project bids were received and open June 21, 2023. Approval to award the project to Roofing Solutions, LLC for \$621,400.00 was made at the July 5, 2023, board meeting. The contract has been executed between the City and Roofing Solutions, LLC.

I respectfully request permission to ratify the execution of the contract for the Taconi Roof Project.

# AIA<sup>®</sup> Document A101<sup>™</sup> – 2007

## **Standard Form of Agreement Between Owner and Contractor** where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Twelfth day of July  
in the year 2023  
(In words, indicate day, month and year.)

BETWEEN the Owner:  
(Name, legal status, address and other information)

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

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

and the Contractor:  
(Name, legal status, address and other information)

Roofing Solutions, LLC  
DBA Roofing Solutions of Louisiana LLC  
17260 Jefferson Hwy Ste D  
Baton Rouge LA 70817

AIA Document A201<sup>™</sup>–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

for the following Project:  
(Name, location and detailed description)

Taconi Roof Project  
Magnolia Avenue  
Ocean Springs, MS 39564

The Architect:  
(Name, legal status, address and other information)

Allred Stolarski Architects, PA  
711 Church Street  
Ocean Springs, MS 39564

The Owner and Contractor agree as follows.

Init.



AIA Document A101<sup>™</sup> – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING:** This AIA<sup>®</sup> Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA<sup>®</sup> Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, [copyright@aia.org](mailto:copyright@aia.org).

041211A0004

## TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.  
*(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

Commencement will be fixed in a Notice to Proceed.

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

Init.

AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1980, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, [copyright@aia.org](mailto:copyright@aia.org).



§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than **One Hundred Twenty** ( **120** ) days from the date of commencement, or as follows:  
*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)*

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.  
*(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)*

Contractor shall pay to Owner, as liquidated damages, a sum of Two Hundred Fifty Dollars and NO/100 Cents (\$250.00) per day, for each calendar day of delay for the Project and or until the actual date of Substantial Completion of the project.

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Six Hundred Twenty-One Thousand Four Hundred Dollars and NO/100 (\$ 621,400.00 ) subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

*(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

N/A

§ 4.3 Unit prices, if any:

*(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)*

| Item                                                                                                                                           | Units and Limitations | Price per Unit (\$0.00) |
|------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|-------------------------|
| Unit Price 1: Removal and replacement of damaged wood fascia (LF),<br>above and beyond what is called for in the Contract Documents            |                       | \$15.00/LF              |
| Unit Price 2: Removal and replacement of damaged/wet roofing insulation (SF),<br>above and beyond what is called for in the Contract Documents |                       | \$6.00/LF               |

§ 4.4 Allowances included in the Contract Sum, if any:

*(Identify allowance and state exclusions, if any, from the allowance price.)*

| Item                  | Price       |
|-----------------------|-------------|
| Contingency Allowance | \$20,000.00 |

Init.

AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1980, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING:** This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, [copyright@aia.org](mailto:copyright@aia.org).

3

## ARTICLE 5 PAYMENTS

### § 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Twenty Fifth day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the day of the month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Thirty ( 30 ) days after the Architect receives the Application for Payment.  
*(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Five percent ( 5 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Five percent ( 5 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and  
*(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)*
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

Init.

AIA Document A101™ - 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1980, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING:** This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, [copyright@aia.org](mailto:copyright@aia.org).



§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

Reduction on any contract described herein, of which the total amount in Two Hundred Fifty Thousand Dollars (\$250,000.00) or greater, or on any contract with a subcontractor, regardless of amount, five percent (5%) shall be retained until the work is at least fifty percent (50%) complete, on schedule and satisfactory in the architect's and/or engineer's opinion, at which time fifty percent (50%) of the retainage held to date shall be returned to the prime contractor for distribution to the appropriate subcontractors and suppliers. Provided, however, that the future retainage shall be withheld at the rate of two and one-half percent (2-1/2%).

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## § 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

### § 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)*

- ☐ Arbitration pursuant to Section 15.4 of AIA Document A201-2007
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other: *(Specify)*

Init.

TP

AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1980, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING:** This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, [copyright@aia.org](mailto:copyright@aia.org).

## ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.  
(Insert rate of interest agreed upon, if any.)

§ 8.3 The Owner's representative:

(Name, address and other information)

Sarah Harris, Project Manager  
City of Ocean Springs  
1018 Porter Avenue  
Ocean Springs, MS 39564

§ 8.4 The Contractor's representative:

(Name, address and other information)

Roofing Solutions LLC, DBA  
Roofing Solutions of Louisiana, LLC  
17206 Jefferson HWY Ste D.  
Baton Rouge, LA 70817

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

## ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

| Document          | Title | Date | Pages |
|-------------------|-------|------|-------|
| See Attachment #1 |       |      |       |

Init.

AIA Document A101™ - 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1980, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING:** This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, [copyright@aia.org](mailto:copyright@aia.org).

§ 9.1.4 The Specifications:

*(Either list the Specifications here or refer to an exhibit attached to this Agreement.)*

| Section | Title | Date | Pages |
|---------|-------|------|-------|
|---------|-------|------|-------|

See Attachment #1

§ 9.1.5 The Drawings:

*(Either list the Drawings here or refer to an exhibit attached to this Agreement.)*

| Number | Title | Date |
|--------|-------|------|
|--------|-------|------|

See Attachment #1

§ 9.1.6 The Addenda, if any:

| Number | Date | Pages |
|--------|------|-------|
|--------|------|-------|

See Attachment #1

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

.2 Other documents, if any, listed below:

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)*

Init.

AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1980, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, [copyright@aia.org](mailto:copyright@aia.org).

7



**ARTICLE 10 INSURANCE AND BONDS**

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

*(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)*

Type of Insurance or Bond

Limit of Liability or Bond Amount (\$0.00)

Performance Bond, Payment Bond and Insurance as required under Supplementary Conditions, Article 11.

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



OWNER (Signature)

**KENNY HOLLOWAY** MAYOR  
(Printed name and title)



CONTRACTOR (Signature)

**Typee de la Cruz-Mamag** Member  
(Printed name and title)

**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

AIA Document A101™ - 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1980, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING:** This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, [copyright@aia.org](mailto:copyright@aia.org)

## **ATTACHMENT #1**

### **ADDENDA**

Addendum #1 dated June 14, 2023 – 5 pages

Addendum #2 dated June 15, 2023 – 18 pages

### **SPECIFICATIONS**

ADVERTISEMENT FOR BIDS

FORM OF PROPOSAL 1/3

NON-COLLUSION/DEBARMENT AFFIDAVIT 1/2

DIVISION 0 BIDDING REQUIREMENTS 1/6

GENERAL CONDITIONS OF THE CONTRACT - AIA A201 1/38

STANDARD FORM OF AGREEMENT - AIA A101 1/8

PERFORMANCE BOND - AIA A312 1/4

PAYMENT BOND – AIA 312 1/4

BID BOND - AIA A310 1/2

DIVISION 1 GENERAL REQUIREMENTS 1/10

DIVISION 2 SITE WORK

02.200 DEMOLITION OF EXISTING CONSTRUCTION 02200-1/2

DIVISION 5 METALS

05.500 METAL FABRICATIONS 05500-1/4

DIVISION 6 CARPENTRY

06.100 ROUGH CARPENTRY 06100-1/5

DIVISION 7 THERMAL AND MOISTURE PROTECTION

07.520 STYRENE-BUTADIENE-STYRENE (SBS)

MODIFIED BITUMINOUS MEMBRANE ROOFING 07520-1/22

07.600 FLASHING AND SHEET METAL 07600-1/3

07.920 SEALANTS AND CAULKING 07920-1/4

### **DRAWINGS**

G000 - Title Sheet; Drawing Index; Area and Project Maps

G001 - Reference Site Layout; General Notes 1 and 2; Existing Conditions Schedule; Symbol Legend; Roof Component Fastening Schedule

AD101 - Roof Plan - Demolition - Building 1 and 3; Key Plan; Work Schedule - Demolition, and Keynote Descriptions; General Notes - Demolition; Modified Bitumen Demolition Notes: Existing Details and Images

AD102 - Roof Plan - Demolition - Building 2; Key Plan; Work Schedule - Demolition, and Keynote Descriptions; General Notes - Demolition; Modified Bitumen Demolition Notes: Existing Details and Images

AD103 - Roof Plan - Demolition - Building 4; Key Plan; Work Schedule - Demolition, and Keynote Descriptions; General Notes - Demolition; Modified Bitumen Demolition Notes; Existing Details and Images

A101 - Roof Plan - New Work- Building 1 and 3; Key Plan; Work Schedule - New, and Keynote Descriptions; General Notes - Re-Roof; Modified Bitumen Re-Roof Notes

A102 - Roof Plan - New Work - Building 2; Key Plan; Work Schedule - New, and Keynote Descriptions; General Notes - Re-Roof; Modified Bitumen Re-Roof Notes

A103 - Roof Plan - New Work - Building 4; Key Plan; Work Schedule - New, and Keynote Descriptions; General Notes - Re-Roof; Modified Bitumen Re-Roof Notes

A201 - Roof Details - Typical

3





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/13/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                                     |                                                              |                                    |
|---------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------|------------------------------------|
| <b>PRODUCER</b><br>Cadence Insurance (formerly BXS Insurance)<br>4041 Essen Lane, Suite 400<br>Baton Rouge LA 70809 | <b>CONTACT NAME:</b> Cheryl Ann Boudreaux                    |                                    |
|                                                                                                                     | <b>PHONE (A/C, No, Ext):</b> 225-336-3245                    | <b>FAX (A/C, No):</b> 225-336-4536 |
|                                                                                                                     | <b>E-MAIL ADDRESS:</b> cheryl.boudreaux@cadenceinsurance.com |                                    |
|                                                                                                                     | <b>INSURER(S) AFFORDING COVERAGE</b>                         | <b>NAIC #</b>                      |
|                                                                                                                     | INSURER A : Gray Insurance Company                           | 36307                              |
|                                                                                                                     | INSURER B : XL Specialty Insurance Company                   | 37885                              |
|                                                                                                                     | INSURER C :                                                  |                                    |
|                                                                                                                     | INSURER D :                                                  |                                    |
|                                                                                                                     | INSURER E :                                                  |                                    |
|                                                                                                                     | INSURER F :                                                  |                                    |

**COVERAGES****CERTIFICATE NUMBER:** 240056270**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                                                       | ADDL INSD  | SUBR WVD | POLICY NUMBER   | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                         |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|----------|-----------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> CG 00 01 04 13<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC<br>OTHER: |            |          | XSGL100005      | 1/1/2021                | 1/1/2024                | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 3,000,000<br>PRODUCTS - COMP/OP AGG \$ 3,000,000<br>\$ |
| A        | <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                                                                                        |            |          | XSAL100005      | 1/1/2021                | 1/1/2024                | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                |
| A        | <input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED RETENTION \$                                                                                                                                                                              |            |          | GXS100224       | 1/1/2023                | 1/1/2024                | EACH OCCURRENCE \$ 4,000,000<br>AGGREGATE \$ 4,000,000<br>\$                                                                                                                                                                                   |
| A        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                                                           | Y / N<br>N | N / A    | XSWC100004      | 1/1/2021                | 1/1/2024                | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                      |
| B        | Rented Leased Equipment<br>Scheduled Equipment                                                                                                                                                                                                                                                                                                                                          |            |          | UM00062215MA23A | 1/1/2023                | 1/1/2024                | \$150,000 per item \$195,245<br>\$150,000 per occ Deductible \$1,000                                                                                                                                                                           |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Subject to policy terms, conditions and exclusions; the certificate holder shall be considered an Additional Insured on a Primary and Non-Contributory basis on General Liability (additional insured form includes Ongoing and Completed Operations), Automobile Liability and Excess policies with a Waiver of Subrogation granted in their favor on General Liability, Automobile Liability, Workers' Compensation and Excess policies when required by written contract, but only to the extent of the Named Insured's obligation to indemnify, defend and/or hold harmless the certificate holder as required by written contract.

Leased/Rented Equipment:

Certificate Holder shall be considered an Additional Insured and Loss Payee with respect to leased/rented equipment when required by written contract for any single piece of equipment not valued of \$250,000.  
See Attached...

**CERTIFICATE HOLDER****CANCELLATION**

CITY OF OCEAN SPRINGS  
1018 PORTER AVENUE  
OCEAN SPRINGS MS 39564

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



## ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

|                                                      |           |                                                                                                                            |
|------------------------------------------------------|-----------|----------------------------------------------------------------------------------------------------------------------------|
| AGENCY<br>Cadence Insurance (formerly BXS Insurance) |           | NAMED INSURED<br>Roofing Solutions, LLC; Roofing Solutions of Louisiana LLC<br>17260 Jefferson Hwy<br>Baton Rouge LA 70817 |
| POLICY NUMBER                                        |           |                                                                                                                            |
| CARRIER                                              | NAIC CODE |                                                                                                                            |
| EFFECTIVE DATE:                                      |           |                                                                                                                            |

### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Subject to policy terms and conditions, Loss Payee shall receive the amount the Insured is obligated to pay for direct physical loss or damage to Contractor's equipment by reason of their assumption of liability in a written contract or written agreement executed prior to the loss or damage for Contractor's equipment that you lease or rent, but no more than the replacement cost of the damaged item.

30 Day Notice of Cancellation is provided in respects to General Liability, Auto Liability, Workers Compensation and Excess policies if required by written contract.

Excess policy is follow form in respects to General Liability, Auto Liability, and Workers Compensation; except exclusions for Sudden & Accidental Pollution, Punitive damages, Underground Resources and Equipment, and silica on the General Liability policy.

**WORKERS COMPENSATION:**

1/1/2023-24 NON-FL WORKERS COMPENSATION (INCLUDES AL, AZ, CO, MS, AND TX)

POLICY# GWC100006

LIMITS: \$1ML/\$1ML/\$1ML

LOUISIANA POLICY IS REFERENCED ABOVE

**WORKERS COMPENSATION:**

1/1/2023-24 FL WORKERS COMPENSATION

POLICY# GWC100254

LIMITS: \$1ML/\$1ML/\$1ML

OTHER STATES REFERENCED ABOVE

REFER TO ATTACHED PDF PAGE 3 FOR ADDITIONAL COVERAGES THAT ARE INCLUDED ON THESE POLICIES.

RE: TACONI ROOF PROJECT, MAGNOLIA AVE, OCEAN SPRINGS, MS 39564



**THE GRAY INSURANCE COMPANY**

**The below coverages apply if the corresponding policy number is indicated on the previous page.**

**A. Commercial General Liability**

General Liability Policy Includes:

Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured when required by written contract.

Primary Insurance Wording Included when required by written contract.

Broad Form Property Damage Liability including Explosion, Collapse and Underground (XCU).

Premises/Operations

Products/Completed Operations

Contractual Liability

Sudden and Accidental Pollution Liability

Occurrence Form

Personal Injury

"In Rem" Endorsement

Cross Liability

Severability of Interests Provision

"Action Over" Claims

Independent Contractors coverage for work sublet

Vessel Liability - Watercraft exclusion has been modified by the vessels endorsement on scheduled equipment.

General Aggregate applies per project or equivalent.

**B. Automobile Liability Policy Includes:**

Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured when required by written contract.

**C. Workers Compensation Policy Includes:**

Blanket Waiver of Subrogation when required by written contract.

U.S. Longshoremen's and Harbor Workers Compensation Act Coverage

Outer Continental Shelf Land Act

Jones Act (including Transportation, Wages, Maintenance, and Cure),

Death on the High Seas Act & General Maritime Law.

Maritime Employers Liability Limit: \$1,000,000

Voluntary Compensation Endorsement

Other States Insurance

Alternate Employer/Borrowed Servant Endorsement

"In Rem" Endorsement

Gulf of Mexico Territorial Extension

**D. Excess Liability Policy Includes:**

Coverage is excess of the Auto Liability, General Liability, Employers Liability, & Maritime Employers Liability policies

Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured when required by written contract.



OCP # 31

## OWNERS AND CONTRACTORS PROTECTIVE LIABILITY DECLARATIONS

| COMPANY NAME AREA                                                                             |                                                                    | PRODUCER NAME AREA                                                              |  |
|-----------------------------------------------------------------------------------------------|--------------------------------------------------------------------|---------------------------------------------------------------------------------|--|
| The Gray Insurance Company<br>3601 North I-10 Service Road, West<br>Metairie, Louisiana 70002 |                                                                    | Cadence Insurance<br>4041 Essen Lane, Suite 400<br>Baton Rouge, Louisiana 70809 |  |
| NAMED INSURED:                                                                                | <u>City of Ocean Springs</u>                                       |                                                                                 |  |
| MAILING ADDRESS:                                                                              | <u>1018 Porter Avenue</u><br><u>Ocean Springs, MS 39564</u>        |                                                                                 |  |
| POLICY PERIOD: FROM <u>July 12, 2023</u> TO <u>January 1, 2024</u> AT 12:01 A.M. TIME AT      |                                                                    |                                                                                 |  |
| YOUR MAILING ADDRESS SHOWN ABOVE                                                              |                                                                    |                                                                                 |  |
| LOCATION OF COVERED OPERATIONS:                                                               | <u>Taconi Roof Project, Magnolia Ave., Ocean Springs, MS 39564</u> |                                                                                 |  |
| DESIGNATED CONTRACTOR:                                                                        | <u>Roofing Solutions, LLC</u>                                      |                                                                                 |  |
| MAILING ADDRESS:                                                                              | <u>37302 Commerce Lane</u><br><u>Prairieville, LA 70769</u>        |                                                                                 |  |

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY,  
WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

| LIMITS OF INSURANCE   |                        |
|-----------------------|------------------------|
| EACH OCCURRENCE LIMIT | \$ <u>500,000.00</u>   |
| AGGREGATE LIMIT       | \$ <u>1,000,000.00</u> |

| DESCRIPTION OF BUSINESS                                       |                                                                                                                                                                |
|---------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| FORM OF BUSINESS:                                             |                                                                                                                                                                |
| <input type="checkbox"/> INDIVIDUAL                           | <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE                                                                                    |
| <input checked="" type="checkbox"/> LIMITED LIABILITY COMPANY | <input checked="" type="checkbox"/> ORGANIZATION, INCLUDING A CORPORATION (BUT NOT IN<br>CLUDING A PARTNERSHIP, JOINT VENTURE OR LIMITED LIABILITY<br>COMPANY) |

| CLASSIFICATION AND PREMIUM                                                          |                                              |                                        |                                    |                                  |
|-------------------------------------------------------------------------------------|----------------------------------------------|----------------------------------------|------------------------------------|----------------------------------|
| CLASSIFICATION                                                                      | CODE NO.                                     | PREMIUM BASE                           | RATE PER 1,000 OF COST             | ADVANCE PREMIUM                  |
| Roofing                                                                             | 98677                                        | \$621,400.00                           | \$ Included                        | \$ Included                      |
|                                                                                     |                                              |                                        | STATE TAX OR OTHER (if applicable) | \$ <u>Included</u>               |
|                                                                                     |                                              |                                        | TOTAL PREMIUM (SUBJECT TO AUDIT)   | \$ <u>Included</u>               |
| PREMIUM SHOWN IS PAYABLE:                                                           |                                              | AT INCEPTION                           |                                    | \$ <u>Included</u>               |
|                                                                                     |                                              | AT EACH ANNIVERSARY                    |                                    | \$ <u>Included</u>               |
| (IF POLICY PERIOD IS MORE THAN ONE YEAR AND PREMIUM IS PAID IN ANNUAL INSTALLMENTS) |                                              |                                        |                                    |                                  |
| AUDIT PERIOD (IF APPLICABLE)                                                        | <input checked="" type="checkbox"/> ANNUALLY | <input type="checkbox"/> SEMI ANNUALLY | <input type="checkbox"/> QUARTERLY | <input type="checkbox"/> MONTHLY |

| ENDORSEMENTS                          |
|---------------------------------------|
| ENDORSEMENTS ATTACHED TO THIS POLICY: |
| <u>CG 20 31 12 19, CG 00 09 04 13</u> |
| _____                                 |
| _____                                 |
| _____                                 |

THESE DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS AND COVERAGE FORM(S) AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.

|                                          |                                                                                                                                              |
|------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------|
| Endorsement Effective: July 12, 2023 jml | Countersigned By:<br><br><br>(Authorized Representative) |
| Named Insured: City of Ocean Springs     |                                                                                                                                              |

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – ENGINEERS, ARCHITECTS OR SURVEYORS**

This endorsement modifies insurance provided under the following:

### **OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART**

**A. Section II – Who Is An Insured** is amended to include as an additional insured any architect, engineer or surveyor engaged by you, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In connection with your premises; or
2. In the performance of your ongoing operations.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury" or "property damage" arising out of the rendering of or the failure to render any professional services by or for you, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the rendering of or the failure to render any professional services by or for you.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.





## OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM – COVERAGE FOR OPERATIONS OF DESIGNATED CONTRACTOR

Various provisions of this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

### SECTION I – COVERAGES

#### BODILY INJURY AND PROPERTY DAMAGE LIABILITY

##### 1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" and arises out of:

- (a) Operations performed for you by the "contractor" at the location specified in the Declarations; or
- (b) Your acts or omissions in connection with the general supervision of such operations;

- (2) The "bodily injury" or "property damage" occurs during the policy period; and

- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.



d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

## 2. Exclusions

This insurance does not apply to:

### a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

### b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
  - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

### c. Work Completed Or Put To Intended Use

"Bodily injury" or "property damage" which occurs after the earlier of the following times:

- (1) When all "work" on the project (other than service, maintenance or repairs) to be performed for you by the "contractor" at the site of the covered operations has been completed; or
- (2) When that portion of the "contractor's" "work", out of which the injury or damage arises, has been put to its intended use by any person or organization, other than another contractor or subcontractor working directly or indirectly for the "contractor" or as part of the same project.

### d. Acts Or Omissions By You And Your Employees

"Bodily injury" or "property damage" arising out of your, or your "employees", acts or omissions other than general supervision of "work" performed for you by the "contractor".

### e. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

### f. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

#### **g. Damage To Property**

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Property loaned to you;
- (3) Personal property in the care, custody or control of the insured; or
- (4) "Work" performed for you by the "contractor".

#### **h. War**

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

#### **i. Mobile Equipment**

"Bodily injury" or "property damage" arising out of the use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

#### **j. Pollution**

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

- (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

- (ii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

- (i) Any insured; or

- (ii) Any person or organization for whom you may be legally responsible; or

- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

- (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;



- (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by or on behalf of any insured; or
  - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
  - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
  - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

**k. Damage To Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "work" performed for you by the "contractor"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "work" performed for you by the "contractor".

**l. Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**SUPPLEMENTARY PAYMENTS**

- 1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
  - a. All expenses we incur.
  - b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which this insurance applies. We do not have to furnish these bonds.
  - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
  - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
  - e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
  - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
  - g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

- h. Expenses incurred by the insured for first aid administered to others at the time of an accident for "bodily injury" to which this insurance applies.

These payments will not reduce the limits of insurance.

- 2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
  - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
  - b. This insurance applies to such liability assumed by the insured;
  - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
  - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
  - e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
  - f. The indemnitee:
    - (1) Agrees in writing to:
      - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
      - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
      - (c) Notify any other insurer whose coverage is available to the indemnitee; and
      - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
    - (2) Provides us with written authorization to:
      - (a) Obtain records and other information related to the "suit"; and
      - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverages – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

## SECTION II – WHO IS AN INSURED

- 1. If you are designated in the Declarations as:
  - a. An individual, you and your spouse are insureds.
  - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to their duties as partners or members of a joint venture.
  - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to their duties as members of a limited liability company. Your managers are insureds, but only with respect to their duties as your managers.
  - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- 2. Each of the following is also an insured:
  - a. Any person (other than your "employee") or any organization while acting as your real estate manager.



- b. Any person or organization having proper temporary custody of your property if you die, but only:
  - (1) With respect to liability arising out of the maintenance or use of that property; and
  - (2) Until your legal representative has been appointed.
- c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

### SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
  - a. Insureds;
  - b. Claims made or "suits" brought; or
  - c. Persons or organizations making claims or bringing "suits".
2. The Aggregate Limit is the most we will pay for the sum of damages because of all "bodily injury" and "property damage".
3. Subject to Paragraph 2. above, the Each Occurrence Limit is the most we will pay for the sum of damages because of all "bodily injury" and "property damage" arising out of any one "occurrence".

If you designate more than one project in the Declarations, the Aggregate Limit shall apply separately to each project.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

### SECTION IV – CONDITIONS

#### 1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

## 2. Cancellation

- a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- b. We may cancel this policy by mailing or delivering to the first Named Insured and the "contractor" written notice of cancellation at least:
  - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- c. We will mail or deliver our notices to the first Named Insured's and the "contractor's" last mailing address known to us.
- d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- e. If this policy is cancelled, we will send the "contractor" any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- f. If notice is mailed, proof of mailing will be sufficient proof of notice.

## 3. Changes

This policy contains all the agreements between you, the "contractor" and us concerning the insurance afforded. The first Named Insured shown in the Declarations and the "contractor" are authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

## 4. Duties In The Event Of Occurrence, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" which may result in a claim. To the extent possible, notice should include:
  - (1) How, when and where the "occurrence" took place;
  - (2) The names and addresses of any injured persons and witnesses; and



(3) The nature and location of any injury or damage arising out of the "occurrence".

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

#### **5. Examination Of Your Books And Records**

We may examine and audit your books and records as well as the "contractor's" books and records as they relate to this policy at any time during the policy period and up to three years afterward.

#### **6. Inspections And Surveys**

a. We have the right to:

(1) Make inspections and surveys at any time;

(2) Give you reports on the conditions we find; and

(3) Recommend changes.

b. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

(1) Are safe or healthful; or

(2) Comply with laws, regulations, codes or standards.

c. Paragraphs a. and b. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

d. Paragraph b. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

#### **7. Legal Action Against Us**

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

#### **8. Other Insurance**

The insurance afforded by this Coverage Part is primary insurance and we will not seek contribution from any other insurance available to you unless the other insurance is provided by a contractor other than the designated "contractor" for the same operation and job location designated in the Declarations. Then we will share with that other insurance by the method described below.

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

#### **9. Premiums**

The "contractor":

a. Is responsible for the payment of all premiums; and

- b. Will be the payee for any return premiums we pay.

#### 10. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the "contractor". The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the "contractor".
- c. The "contractor" must keep records of the information we need for premium computation, and send us copies at such times as we may request.

#### 11. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

#### 12. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

#### 13. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

### SECTION V – DEFINITIONS

#### 1. "Auto" means:

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

- 2. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
- 3. "Contractor" means the contractor designated in the Declarations.
- 4. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- 5. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
- 6. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
- 7. "Impaired property" means tangible property, other than work performed for you, that cannot be used or is less useful because:
  - a. It incorporates work performed for you that is known or thought to be defective, deficient, inadequate or dangerous; or
  - b. You have failed to fulfill the terms of a contract or agreement;if such property can be restored to use by the repair, replacement, adjustment or removal of the work performed for you or your fulfilling the terms of the contract or agreement.
- 8. "Insured contract" means:
  - a. A lease of premises;
  - b. A sidetrack agreement;
  - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
  - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality; or
  - e. An elevator maintenance agreement.
- 9. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".



10. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - (1) Power cranes, shovels, loaders, diggers or drills; or
  - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
  - (a) Snow removal;
  - (b) Road maintenance, but not construction or resurfacing; or
  - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

- 11. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- 12. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 13. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from, computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- 14. "Suit" means a civil proceeding, brought in the United States of America (including its territories and possessions), Puerto Rico or Canada, in which damages because of "bodily injury" or "property damage" to which this insurance applies are alleged. "Suit" includes:
  - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
  - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- 15. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- 16. "Work" includes materials, parts or equipment furnished in connection with the operations.



# AIA<sup>®</sup> Document A312<sup>™</sup> – 2010

## Performance Bond

Bond No. PB12142801080

### CONTRACTOR:

(Name, legal status and address)

Roofing Solutions, LLC DBA  
Roofing Solutions of Louisiana LLC  
17260 Jefferson Hwy., Suite D  
Baton Rouge, LA 70817

### OWNER:

(Name, legal status and address)

City of Ocean Springs

1018 Porter Ave.

Ocean Springs, MS 39564

### CONSTRUCTION CONTRACT

Date: 12 July 2023

Amount: Six Hundred Twenty-one Thousand Four Hundred And No/100  
\$621,400.00

### Description:

(Name and location)

Taconi Roof Project  
Magnolia Avenue  
Ocean Springs, MS 39564

### BOND

Date: 13 July 2023

(Not earlier than Construction Contract Date)

Amount: Six Hundred Twenty-one Thousand Four Hundred And No/100  
\$621,400.00

Modifications to this Bond: ☒ None ☐ See Section 16

### CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Roofing Solutions, LLC DBA Roofing Solutions of  
Louisiana LLC

Signature: 

Name Tupac de la Cruz  
and Title: Managing Member  
(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

### AGENT or BROKER:

Surety Bond Brokers, Inc.

6709 Perkins Road

Baton Rouge, LA 70808

225.757.9191

### SURETY:

(Name, legal status and principal place of business)

Philadelphia Indemnity Insurance Company

One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

### SURETY

Company: (Corporate Seal)

Philadelphia Indemnity Insurance Company

Signature: 

Name  
and Title: Mary Catherine Turner, Attorney-in-Fact

### OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

Allred Stolarski Architects, PA  
711 Church Street  
Ocean Springs, MS 39564

Init.

AIA Document A312<sup>™</sup> – 2010. The American Institute of Architects. This document was created on \_\_\_\_\_ under the terms of  
AIA Documents-on-Demand<sup>™</sup> order no. \_\_\_\_\_, and is not for resale. This document is licensed by The American Institute of Architects for  
one-time use only, and may not be reproduced prior to its completion.

061010

1



§1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

1. the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
2. the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
3. the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

1. After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
2. Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.



§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- 1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- 2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- 3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### § 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company:

*(Corporate Seal)*

**SURETY**

Company:

*(Corporate Seal)*

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Address: \_\_\_\_\_

Init:

AIA Document A312™ -- 2010. The American Institute of Architects. This document was created on 09/20/2010 16:08:23, under the terms of AIA Document on-Demand™ order no. 2005199009, and is not for resale. This document is licensed by The American Institute of Architects for one-time use only, and may not be reproduced prior to its completion.

4



# AIA® Document A312™ – 2010

## Payment Bond

Bond No. PB12142801080

### CONTRACTOR:

(Name, legal status and address)  
Roofing Solutions, LLC DBA  
Roofing Solutions of Louisiana LLC  
17260 Jefferson Hwy., Suite D  
Baton Rouge, LA 70817

### OWNER:

(Name, legal status and address)  
City of Ocean Springs  
1018 Porter Ave.  
Ocean Springs, MS 39564

### CONSTRUCTION CONTRACT

Date: 12 July 2023

Amount: Six Hundred Twenty-one Thousand Four Hundred And No/100  
\$621,400.00

### Description:

(Name and location)

Taconi Roof Project  
Magnolia Avenue  
Ocean Springs, MS 39564

### BOND

Date: 13 July 2023

(Not earlier than Construction Contract Date)

Amount: Six Hundred Twenty-one Thousand Four Hundred And No/100  
\$621,400.00

Modifications to this Bond: ☒ None ☐ See Section 18

### CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)  
Roofing Solutions, LLC DBA Roofing Solutions of  
Louisiana LLC

### Signature:

Name: Tupac de la Cruz  
and Title: Managing Member

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

### AGENT or BROKER:

Surety Bond Brokers, Inc.  
6709 Perkins Road  
Baton Rouge, LA 70808  
225.757.9191

### SURETY

Company: (Corporate Seal)  
Philadelphia Indemnity Insurance Company

### Signature:

Name: Mary Catherine Turner, Attorney-in-Fact  
and Title:

### OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

Allred Stolarski Architects, PA  
711 Church Street  
Ocean Springs, MS 39564

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

Init.

AIA Document A312™ – 2010. The American Institute of Architects. This document was created on \_\_\_\_\_ under the terms of  
AIA Documents-on-Demand™ order no. \_\_\_\_\_, and is not for resale. This document is licensed by The American Institute of Architects for  
one-time use only, and may not be reproduced prior to its completion.

061010

5

§1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§5.1 Claimants, who do not have a direct contract with the Contractor,

- 1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- 2 have sent a Claim to the Surety (at the address described in Section 13).

§5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§7.2 Pay or arrange for payment of any undisputed amounts.

§7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.



§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### § 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

1. the name of the Claimant;
2. the name of the person for whom the labor was done, or materials or equipment furnished;
3. a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
4. a brief description of the labor, materials or equipment furnished;
5. the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
7. the total amount of previous payments received by the Claimant; and
8. the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company:

*(Corporate Seal)*

**SURETY**

Company:

*(Corporate Seal)*

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Address: \_\_\_\_\_

Init:

AIA Document A312™ -- 2010. The American Institute of Architects. This document was created on 09/20/2010 16:08:23 under the terms of AIA Documents on Demand™ order no. 2005199009, and is not for resale. This document is licensed by The American Institute of Architects for one-time use only, and may not be reproduced prior to its completion.

8



PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Garrett Turner, Mary Catherine Turner, Meghann Catherine Turner & Ronald T. Turner of Surety Bond Brokers of LA, Inc., its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$100,000,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14<sup>th</sup> of November, 2016.

RESOLVED:

That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER  
RESOLVED:

That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

(Seal)



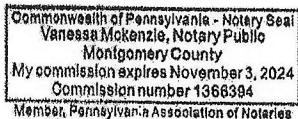
*John Glomb*

John Glomb, President & CEO  
Philadelphia Indemnity Insurance Company

On this 5<sup>th</sup> day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:

*Vanessa McKenzle*



residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5<sup>th</sup> day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 13th day of July, 2023



*Edward Sayago*

Edward Sayago, Corporate Secretary  
PHILADELPHIA INDEMNITY INSURANCE COMPANY



# EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

DATE (MM/DD/YYYY)

7/20/2023

THIS EVIDENCE OF COMMERCIAL PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

|                                                                                                                                                |                                                     |                                    |                                                                                                                  |                               |                                       |
|------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|------------------------------------|------------------------------------------------------------------------------------------------------------------|-------------------------------|---------------------------------------|
| PRODUCER NAME, CONTACT PERSON AND ADDRESS<br>Cadence Insurance (formerly BXS Insurance)<br>4041 Essen Lane, Suite 400<br>Baton Rouge, LA 70809 |                                                     | PHONE (A/C, No, Ext): 225-336-3245 | COMPANY NAME AND ADDRESS<br>American Zurich Insurance Company<br>1400 American Lane<br>Schaumburg, IL 60196-1056 |                               | NAIC NO: 40142                        |
| FAX (A/C, No): 225-336-4536                                                                                                                    | E-MAIL ADDRESS: cheryl.boudreaux@cadenceinsurance.c |                                    | IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH                                                           |                               |                                       |
| CODE:                                                                                                                                          | SUB CODE:                                           |                                    | POLICY TYPE<br>Builders Risk                                                                                     |                               |                                       |
| AGENCY CUSTOMER ID #:                                                                                                                          |                                                     |                                    | LOAN NUMBER                                                                                                      | POLICY NUMBER<br>BR74170152   |                                       |
| NAMED INSURED AND ADDRESS<br>Roofing Solutions, LLC<br>17260 Jefferson Hwy, Suite D<br>Baton Rouge LA 70817                                    |                                                     |                                    | EFFECTIVE DATE<br>08/28/2023                                                                                     | EXPIRATION DATE<br>02/28/2024 | CONTINUED UNTIL TERMINATED IF CHECKED |
| ADDITIONAL NAMED INSURED(S)<br>SEE REMARKS                                                                                                     |                                                     |                                    | THIS REPLACES PRIOR EVIDENCE DATED:                                                                              |                               |                                       |

**PROPERTY INFORMATION (ACORD 101 may be attached if more space is required)** ☐ BUILDING OR ☐ BUSINESS PERSONAL PROPERTY

## LOCATION / DESCRIPTION

Project Location: 711 Magnolia Avenue, Ocean Springs, MS 39564

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| COVERAGE INFORMATION                                                                                                  |                                       | PERILS INSURED | BASIC | BROAD | X | SPECIAL |                                                                     |
|-----------------------------------------------------------------------------------------------------------------------|---------------------------------------|----------------|-------|-------|---|---------|---------------------------------------------------------------------|
| COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE:                                                                     |                                       | \$ 621,400     |       |       |   |         | DED: 25,000                                                         |
| <input type="checkbox"/> BUSINESS INCOME                                                                              | <input type="checkbox"/> RENTAL VALUE | YES            | NO    | N/A   |   |         |                                                                     |
| BLANKET COVERAGE                                                                                                      |                                       |                | X     |       |   |         | If YES, LIMIT: Actual Loss Sustained; # of months:                  |
| TERRORISM COVERAGE                                                                                                    |                                       |                | X     |       |   |         | If YES, indicate value(s) reported on property identified above: \$ |
| IS THERE A TERRORISM-SPECIFIC EXCLUSION?                                                                              |                                       | X              |       |       |   |         | Attach Disclosure Notice / DEC                                      |
| IS DOMESTIC TERRORISM EXCLUDED?                                                                                       |                                       | X              |       |       |   |         |                                                                     |
| LIMITED FUNGUS COVERAGE                                                                                               |                                       |                | X     |       |   |         | If YES, LIMIT: DED:                                                 |
| FUNGUS EXCLUSION (If "YES", specify organization's form used)                                                         |                                       | X              |       |       |   |         | 40471 (01-20)                                                       |
| REPLACEMENT COST                                                                                                      |                                       | X              |       |       |   |         |                                                                     |
| AGREED VALUE                                                                                                          |                                       |                | X     |       |   |         |                                                                     |
| COINSURANCE                                                                                                           |                                       | X              |       |       |   |         | If YES, 100 %                                                       |
| EQUIPMENT BREAKDOWN (If Applicable)                                                                                   |                                       |                | X     |       |   |         | If YES, LIMIT: DED:                                                 |
| ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg                                                     |                                       | X              |       |       |   |         | If YES, LIMIT: Included DED: See Remarks                            |
| - Demolition Costs                                                                                                    |                                       | X              |       |       |   |         | If YES, LIMIT: See Remarks DED: See Remarks                         |
| - Incr. Cost of Construction                                                                                          |                                       | X              |       |       |   |         | If YES, LIMIT: See Remarks DED: See Remarks                         |
| EARTH MOVEMENT (If Applicable)                                                                                        |                                       |                | X     |       |   |         | If YES, LIMIT: DED:                                                 |
| FLOOD (If Applicable)                                                                                                 |                                       |                | X     |       |   |         | If YES, LIMIT: DED:                                                 |
| WIND / HAIL INCL <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions: |                                       | X              |       |       |   |         | If YES, LIMIT: DED:                                                 |
| NAMED STORM INCL <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Subject to Different Provisions: |                                       | X              |       |       |   |         | If YES, LIMIT: DED:                                                 |
| PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS                                             |                                       |                | X     |       |   |         |                                                                     |

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**ADDITIONAL INTEREST**

|                                                                                            |                       |            |                                                                                                                    |
|--------------------------------------------------------------------------------------------|-----------------------|------------|--------------------------------------------------------------------------------------------------------------------|
| CONTRACT OF SALE                                                                           | LENDER'S LOSS PAYABLE | LOSS PAYEE | LENDER SERVICING AGENT NAME AND ADDRESS                                                                            |
| MORTGAGEE                                                                                  | X Owner               |            |                                                                                                                    |
| NAME AND ADDRESS<br>CITY OF OCEAN SPRINGS<br>1018 PORTER AVENUE<br>OCEAN SPRINGS, MS 39564 |                       |            | AUTHORIZED REPRESENTATIVE<br> |

© 2003-2015 ACORD CORPORATION. All rights reserved.



AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



## ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

|                                                             |                           |                                                                                                        |  |
|-------------------------------------------------------------|---------------------------|--------------------------------------------------------------------------------------------------------|--|
| <b>AGENCY</b><br>Cadence Insurance (formerly BXS Insurance) |                           | <b>NAMED INSURED</b><br>Roofing Solutions, LLC<br>17260 Jefferson Hwy, Suite D<br>Baton Rouge LA 70817 |  |
| <b>POLICY NUMBER</b><br>BR74170152                          |                           | <b>EFFECTIVE DATE:</b> 08/28/2023                                                                      |  |
| <b>CARRIER</b><br>American Zurich Insurance Company         | <b>NAIC CODE</b><br>40142 |                                                                                                        |  |

### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 28 **FORM TITLE:** EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

#### REMARKS:

##### NAMED INSURED:

Roofing Solutions, LLC

##### ADDITIONAL INSURED:

City of Ocean Springs; All Subcontractors; All Sub-Subcontractors; Others required by contract

##### LIMITS:

Hard Cost: \$621,400

##### SUBLIMITS:

Back-up or Overflow of Sewer, Drains or Sumps: \$25,000  
 Claim Preparation Expense: \$10,000  
 Contract Change Order Coverage: \$62,140  
 Contract Penalties: \$25,000  
 Debris Removal: \$50,000  
 Fire Department Service Charge: \$25,000  
 Ordinance or Law:  
   Loss to the undamaged portion of the building: Included  
   Combined Aggregate for Demolition Cost and Increased Cost of Construction: \$621,400  
 Pollutant Clean-Up and Removal: \$25,000  
 Rewards: \$25,000  
 Re-erection of Scaffolding: \$25,000  
 Scaffolding, Construction Forms and Temporary Structures: \$50,000  
 Property at a Temporary Storage Location: \$31,070  
 Property in Transit: \$31,070  
 Valuable Papers and Records: \$50,000

##### DEDUCTIBLES:

AOP: \$25,000  
 Named Storm: 3% per Occurrence subject to a minimum Deductible of \$25,000  
 RE: TACONI ROOF PROJECT, MAGNOLIA AVE, OCEAN SPRINGS, MS 39564





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](http://www.oceansprings-ms.gov)

## MEMORANDUM

To: Mayor & Board of Aldermen

From: Sarah Harris, Project Manager

Re: Ratify the execution of the contract between the City and Hopkins Construction and Maintenance, LLC for the Fort Maurepas Stage Cover Project

Section: CONSENT AGENDA

Meeting Date: August 15, 2023

Fort Maurepas Stage Cover Project bids were received and open June 21, 2023. Approval to award the project to Hopkins Construction and Maintenance, LLC for \$482,420.00 was made at the July 5, 2023, board meeting. The contract has been executed between the City and Hopkins Construction and Maintenance, LLC.

I respectfully request permission to ratify the execution of the contract for the Fort Maurepas Stage Cover Project.

# AIA<sup>®</sup> Document A101<sup>™</sup> – 2007

## ***Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum***

AGREEMENT made as of the Twelfth day of July  
in the year 2023  
(In words, indicate day, month and year.)

**BETWEEN** the Owner:  
(Name, legal status, address and other information)

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

and the Contractor:  
(Name, legal status, address and other information)  
Hopkins Construction and Maintenance, LLC  
19197 Commission Road  
Long Beach, MS 39560

for the following Project:  
(Name, location and detailed description)

Fort Maurepas Stage Cover  
499 Front Beach Drive  
Ocean Springs, MS 39564

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

AIA Document A201<sup>™</sup>–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Architect:  
(Name, legal status, address and other information)

Allred Stolarski Architects, PA  
711 Church Street  
Ocean Springs, MS 39564

The Owner and Contractor agree as follows.

Init.

AIA Document A101<sup>™</sup> – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA<sup>®</sup> Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA<sup>®</sup> Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, [copyright@aia.org](mailto:copyright@aia.org).

041211AC04

## TABLE OF ARTICLES

|    |                                                 |
|----|-------------------------------------------------|
| 1  | THE CONTRACT DOCUMENTS                          |
| 2  | THE WORK OF THIS CONTRACT                       |
| 3  | DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION |
| 4  | CONTRACT SUM                                    |
| 5  | PAYMENTS                                        |
| 6  | DISPUTE RESOLUTION                              |
| 7  | TERMINATION OR SUSPENSION                       |
| 8  | MISCELLANEOUS PROVISIONS                        |
| 9  | ENUMERATION OF CONTRACT DOCUMENTS               |
| 10 | INSURANCE AND BONDS                             |

### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

Commencement will be fixed in a Notice to Proceed.

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

Init.

AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1980, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, [copyright@aia.org](mailto:copyright@aia.org).

**§ 3.3** The Contractor shall achieve Substantial Completion of the entire Work not later than Ninety ( 90 ) days from the date of commencement, or as follows:  
*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)*

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.  
*(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)*

Contractor shall pay to Owner, as liquidated damages, a sum of Two Hundred Fifty Dollars and NO/100 Cents (\$250.00) per day, for each calendar day of delay for the Project and or until the actual date of Substantial Completion of the project.

#### ARTICLE 4 CONTRACT SUM

**§ 4.1** The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Four Hundred Eighty Two Thousand Four Hundred Twenty Dollars and NO/100 (\$ 482,420.00 ), subject to additions and deductions as provided in the Contract Documents.

**§ 4.2** The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:  
*(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

N/A

**§ 4.3** Unit prices, if any:  
*(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)*

| Item | Units and Limitations | Price per Unit (\$0.00) |
|------|-----------------------|-------------------------|
| N/A  |                       |                         |

**§ 4.4** Allowances included in the Contract Sum, if any:  
*(Identify allowance and state exclusions, if any, from the allowance price.)*

| Item                  | Price       |
|-----------------------|-------------|
| Contingency Allowance | \$25,000.00 |

Init.



## ARTICLE 5 PAYMENTS

### § 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Twenty Fifth day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the \_\_\_\_\_ day of the \_\_\_\_\_ month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Thirty ( 30 ) days after the Architect receives the Application for Payment.  
*(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of \_\_\_\_\_ Five percent ( \_\_\_\_\_ 5 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of \_\_\_\_\_ Five percent ( \_\_\_\_\_ 5 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and  
*(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)*
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

Init.



§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

Reduction on any contract described herein, of which the total amount in Two Hundred Fifty Thousand Dollars (\$250,000.00) or greater, or on any contract with a subcontractor, regardless of amount, five percent (5%) shall be retained until the work is at least fifty percent (50%) complete, on schedule and satisfactory in the architect's and/or engineer's opinion, at which time fifty percent (50%) of the retainage held to date shall be returned to the prime contractor for distribution to the appropriate subcontractors and suppliers. Provided, however, that the future retainage shall be withheld at the rate of two and one-half percent (2-1/2%).

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## § 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

### § 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)*

- ☐ Arbitration pursuant to Section 15.4 of AIA Document A201-2007
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other: *(Specify)*

## ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.  
(Insert rate of interest agreed upon, if any.)

§ 8.3 The Owner's representative:  
(Name, address and other information)

Sarah Harris, Project Manager  
City of Ocean Springs  
1018 Porter Avenue Ocean  
Springs, MS 39564

§ 8.4 The Contractor's representative:  
(Name, address and other information)

Hopkins Construction & Maintenance, LLC  
19197 Commission Road  
Long Beach, MS 39560

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

## ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

| Document          | Title | Date | Pages |
|-------------------|-------|------|-------|
| See Attachment #1 |       |      |       |

§ 9.1.4 The Specifications:

*(Either list the Specifications here or refer to an exhibit attached to this Agreement.)*

| Section           | Title | Date | Pages |
|-------------------|-------|------|-------|
| See Attachment #1 |       |      |       |

§ 9.1.5 The Drawings:

*(Either list the Drawings here or refer to an exhibit attached to this Agreement.)*

| Number            | Title | Date |
|-------------------|-------|------|
| See Attachment #1 |       |      |

§ 9.1.6 The Addenda, if any:

| Number            | Date | Pages |
|-------------------|------|-------|
| See Attachment #1 |      |       |

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:
- .2 Other documents, if any, listed below:  
*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)*

Init.



**ARTICLE 10 INSURANCE AND BONDS**

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

*(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)*

Type of Insurance or Bond

Limit of Liability or Bond Amount (\$0.00)

Performance Bond, Payment Bond and Insurance as required under Supplementary Conditions, Article 11.

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

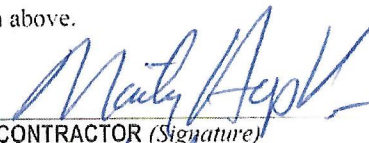


OWNER (Signature)

**KENNY HOLLOWAY**

**MAYOR**

(Printed name and title)



CONTRACTOR (Signature)

**Marty Hopkins** owner

(Printed name and title)

**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1980, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. **WARNING:** This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, [copyright@aia.org](mailto:copyright@aia.org).

8

**ATTACHMENT #1****ADDENDA**

Addendum #1 – dated June 15, 2023 – 4 pages

**SPECIFICATIONS**

|                                               |      |
|-----------------------------------------------|------|
| ADVERTISEMENT FOR BIDS                        |      |
| FORM OF PROPOSAL                              | 1/3  |
| NON-COLLUSION/DEBARMENT AFFIDAVIT             | 1/2  |
| DIVISION 0 BIDDING REQUIREMENTS               | 1/12 |
| GENERAL CONDITIONS OF THE CONTRACT – AIA A201 | 1/38 |
| STANDARD FORM OF AGREEMENT – AIA A101         | 1/8  |
| PERFORMANCE BOND – AIA A312                   | 1/4  |
| PAYMENT BOND – AIA 312                        | 1/4  |
| BID BOND – AIA A310                           | 1/2  |
| DIVISION 1 GENERAL REQUIREMENTS               | 1/10 |
| 01.402 SPECIAL INSPECTIONS AND TESTING        | 1/12 |
| DIVISION 2 SITE WORK                          |      |
| 02.300 EARTHWORK                              | 1/7  |
| 02.411 SELECTIVE DEMOLITION                   | 1/5  |
| 02.615 CONCRETE PAVING, SIDEWALKS             | 1/6  |
| 02.850 TOPSOIL, GROUND PREPARATION            | 1/3  |
| 02.920 LAWNS AND GRASSES                      | 1/7  |
| DIVISION 3 CONCRETE                           |      |
| 03.100 CONCRETE FORMWORK                      | 1/4  |
| 03.200 CONCRETE REINFORCEMENT                 | 1/3  |
| 03.300 CONCRETE CAST-IN-PLACE CONCRETE        | 1/7  |
| DIVISION 4 MASONRY                            |      |
| 04.100 MORTAR                                 | 1/1  |
| 04.150 MASONRY ACCESSORIES                    | 1/2  |
| 04.201 SPLITFACE UNIT MASONRY                 | 1/4  |
| 04.720 CAST STONE MASONRY                     | 1/6  |
| DIVISION 5 METALS                             |      |
| 05.120 STRUCTURAL STEEL                       | 1/5  |
| 05.500 METAL FABRICATIONS                     | 1/4  |
| DIVISION 6 CARPENTRY                          |      |
| 06.100 ROUGH CARPENTRY                        | 1/6  |
| 06.181 GLUE-LAMINATED STRUCTURAL UNITS        | 1/4  |
| DIVISION 7 THERMAL AND MOISTURE PROTECTION    |      |
| 07.190 ROOF AND WALL UNDERLAYMENT             | 1/2  |
| 07.400 PREFORMED METAL PANELS                 | 1/4  |
| 07.600 FLASHING AND SHEET METAL               | 1/4  |
| 07.920 SEALANTS AND CAULKING                  | 1/4  |
| DIVISION 8 DOORS AND WINDOWS                  |      |
| N/A                                           |      |
| DIVISION 9 FINISHES                           |      |
| 09.900 PAINTING                               | 1/9  |
| DIVISION 10 SPECIALTIES                       |      |
| 10.430 CUSTOM EXTERIOR LOGO                   | 1/4  |
| DIVISION 11 EQUIPMENT                         |      |
| N/A                                           |      |
| DIVISION 12 FURNISHINGS                       |      |
| N/A                                           |      |



|             |                             |
|-------------|-----------------------------|
| DIVISION 13 | SPECIAL CONSTRUCTION<br>N/A |
| DIVISION 14 | CONVEYING SYSTEM<br>N/A     |
| DIVISION 15 | MECHANICAL<br>N/A           |
| DIVISION 16 | ELECTRICAL<br>N/A           |

## DRAWINGS

AC 1.00 COVER SHEET  
 AC 1.01 SHEET INDEX  
 A-1.1 SITE PLAN - EXISTING  
 A-1.3 SITE PLAN - NEW  
 A-2.1 FLOOR PLAN - EXISTING  
 A-2.2 FLOOR PLAN - DEMO  
 A-2.3 FLOOR PLAN - NEW  
 A-3.1 ELEVATIONS - EXISTING  
 A-3.3 ELEVATIONS - NEW  
 A-3.4 ELEVATIONS - NEW  
 A-4.1 BUILDING SECTIONS  
 A-5.1 WALL SECTIONS & DETAILS  
 A-7.1 RCP  
 S 0.0 STRUCTURAL GENERAL NOTES A  
 S 0.1 STRUCTURAL GENERAL NOTES B  
 S 0.2 SCHEDULE OF SPECIAL INSPECTIONS A  
 S 0.3 SCHEDULE OF SPECIAL INSPECTIONS B  
 S 1.2 ROOF FRAMING PLAN  
 S 2.1 FOUNDATION DETAILS  
 S 3.1 STEEL DETAILS  
 S 3.2 STEEL DETAILS  
 E0.0 ELECTRICAL LEGEND, NOTES & SITE REFERENCE PLAN  
 E1.1 ELECTRICAL DEMOLITION PLAN  
 E2.1 NEW LIGHTING & POWER PLAN

**ACORD**<sup>TM</sup>**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

7/19/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                            |  |                                                                                                                                                                                                                                        |  |
|------------------------------------------------------------------------------------------------------------|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>PRODUCER</b><br>Ross & Yerger Insurance, Inc.<br>P.O. Box 1139<br>Jackson, MS 39215<br>601 948-2900     |  | <b>CONTACT NAME:</b> Deanna Boyles<br><b>PHONE (A/C, No, Ext):</b> 601 948-2900<br><b>FAX (A/C, No):</b> 6013553227<br><b>E-MAIL ADDRESS:</b> dboyles@rossandyerger.com                                                                |  |
| <b>INSURED</b><br>Hopkins Construction & Maintenance, LLC<br>19197 Commission Road<br>Long Beach, MS 39560 |  | <b>INSURER(S) AFFORDING COVERAGE</b><br><b>INSURER A:</b> FCCI Insurance Company/FCCI<br><b>INSURER B:</b> Amfed Casualty Ins. Co./AmFed Companies<br><b>INSURER C:</b><br><b>INSURER D:</b><br><b>INSURER E:</b><br><b>INSURER F:</b> |  |
|                                                                                                            |  | <b>NAIC #</b><br>10178<br>11963                                                                                                                                                                                                        |  |

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                                               | ADDL SUBR INSR WVD | POLICY NUMBER  | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                   |
|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|----------------|-------------------------|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> <b>PD Ded:500</b><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |                    | CPP10003750105 | 01/12/2023              | 01/12/2024              | EACH OCCURRENCE \$1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000<br>MED EXP (Any one person) \$5,000<br>PERSONAL & ADV INJURY \$1,000,000<br>GENERAL AGGREGATE \$2,000,000<br>PRODUCTS - COMP/OP AGG \$2,000,000<br>\$ |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY                                                                                                                                                           |                    | CA10000972806  | 01/12/2023              | 01/12/2024              | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                           |
| A        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$10,000                                                                                                                                   |                    | UMB10002171506 | 01/12/2023              | 01/12/2024              | EACH OCCURRENCE \$4,000,000<br>AGGREGATE \$4,000,000<br>\$                                                                                                                                                                               |
| B        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                               | N/A                | WC1239000082   | 05/25/2023              | 05/25/2024              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$1,000,000<br>E.L. DISEASE - POLICY LIMIT \$1,000,000                                   |
| A        | <b>Leased/Rented Equipment</b>                                                                                                                                                                                                                                                                                                                                                  |                    | CPP10003750105 | 01/12/2023              | 01/12/2024              | \$100,000/\$1,000 Ded.                                                                                                                                                                                                                   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**Project:** Fort Maurepas Stage Cover, 499 Front Beach Drive, Ocean Springs, MS 39564

**City of Ocean Springs and Allred Stolarski Architects, PA** are included as additional insureds applicable to General Liability when required by written contract.

**Blanket Additional Insured and Blanket Waiver of Subrogation** applies to General Liability and Automobile Liability when required by written contract. General Liability includes Ongoing & Completed Operations and (See Attached Descriptions)

**CERTIFICATE HOLDER****CANCELLATION**

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Dudley A. Wootley

## DESCRIPTIONS (Continued from Page 1)

Primary Non-Contributory for Additional Insured when required by written contract. Umbrella is Follow-Form underlying additional insured and waivers. ALL policies are subject to policy terms, conditions, and exclusions.



**ACORD**<sub>TM</sub>**EVIDENCE OF PROPERTY INSURANCE**DATE (MM/DD/YYYY)  
07/18/2023

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE ADDITIONAL INTEREST.

|                                                                                                     |                                              |                                       |                                                                                               |                                                                   |
|-----------------------------------------------------------------------------------------------------|----------------------------------------------|---------------------------------------|-----------------------------------------------------------------------------------------------|-------------------------------------------------------------------|
| AGENCY<br>Ross & Yerger Insurance, Inc.<br>P.O. Box 1139<br>Jackson, MS 39215                       |                                              | PHONE<br>(A/C, No, Ext): 601 948-2900 | COMPANY<br>American Zurich/US Assure, Inc. (ZU)<br>1400 American Lane<br>Schaumburg, IL 60196 |                                                                   |
| FAX<br>(A/C, No): 6013553227                                                                        | E-MAIL<br>ADDRESS: mmarkow@rossandyerger.com |                                       |                                                                                               |                                                                   |
| CODE:                                                                                               | SUB CODE:                                    |                                       |                                                                                               |                                                                   |
| AGENCY<br>CUSTOMER ID #: 50202                                                                      |                                              |                                       |                                                                                               |                                                                   |
| INSURED<br>Hopkins Construction & Maintenance, LLC<br>19197 Commission Road<br>Long Beach, MS 39560 |                                              | LOAN NUMBER                           |                                                                                               | POLICY NUMBER<br>BR74168933                                       |
|                                                                                                     |                                              | EFFECTIVE DATE<br>08/08/23            | EXPIRATION DATE<br>02/08/24                                                                   | <input type="checkbox"/> CONTINUED UNTIL<br>TERMINATED IF CHECKED |
| THIS REPLACES PRIOR EVIDENCE DATED:                                                                 |                                              |                                       |                                                                                               |                                                                   |

**PROPERTY INFORMATION**

## LOCATION/DESCRIPTION

Location #1 499 Front Beach Road  
Ocean Springs, MS 39564

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

**COVERAGE INFORMATION**

PERILS INSURED ☐ BASIC ☐ BROAD ☐ SPECIAL ☐

| COVERAGE/PERILS/FORMS | AMOUNT OF INSURANCE | DEDUCTIBLE |
|-----------------------|---------------------|------------|
| Builder's Risk        | \$1,000,000         | \$1,000    |

**REMARKS (Including Special Conditions)**

Fort Maurepas Stage

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**ADDITIONAL INTEREST**

|                                                                                             |                                                       |                    |                          |                       |                          |            |
|---------------------------------------------------------------------------------------------|-------------------------------------------------------|--------------------|--------------------------|-----------------------|--------------------------|------------|
| NAME AND ADDRESS<br>City of Ocean Springs, MS<br>1018 Porter Ave<br>Ocean Springs, MS 39564 | <input checked="" type="checkbox"/>                   | ADDITIONAL INSURED | <input type="checkbox"/> | LENDER'S LOSS PAYABLE | <input type="checkbox"/> | LOSS PAYEE |
|                                                                                             | <input type="checkbox"/>                              | MORTGAGEE          | <input type="checkbox"/> |                       |                          |            |
|                                                                                             | LOAN #                                                |                    |                          |                       |                          |            |
|                                                                                             | AUTHORIZED REPRESENTATIVE<br><i>Dudley A. Woodley</i> |                    |                          |                       |                          |            |

# THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. 4461616

AIA Document A311

## Performance Bond

KNOW ALL MEN BY THESE PRESENTS: that Hopkins Construction & Maintenance, LLC  
(Here insert full name and address or legal title of Contractor)

19197 Commission Road, Long Beach, MS 39560  
as Principal, hereinafter called Contractor, and, SureTec Insurance Company  
(Here insert full name and address or legal title of Surety)

2103 CityWest Boulevard, Suite 1300, Houston, TX 77042  
as Surety, hereinafter called Surety, are held and firmly bound unto City of Ocean Springs  
(Here insert full name and address or legal title of Owner)

1018 Porter Ave., Ocean Springs, MS 39564  
as Obligee, hereinafter called Owner, in the amount of Four Hundred Eighty Two Thousand Four Hundred Twenty  
Dollars and 00/100 Dollars (\$ 482,420.00 ),

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators,  
successors and assigns, jointly and severally, firmly by these presents.

### WHEREAS,

Contractor has by written agreement dated July 12, 2023, entered into a contract with Owner  
for  
(Here insert full name, address and description of project) Fort Maurepas Stage Cover 499 Front Beach Drive Ocean Springs, MS  
39564

in accordance with Drawings and Specifications prepared by  
(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.



## PERFORMANCE BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under

the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this 12th day of July, 2023.

ATTEST:

By: Cindy Hubbard  
(Witness)

Hopkins Construction & Maintenance, LLC

(Principal)

(Seal)

By: Marty Apple  
(Title)

WITNESS:

By: Mike Marks  
(Witness)

SureTec Insurance Company

(Surety)

By: Fielden Mitts  
(Title)

Fielden Mitts

Attorney-in-Fact



# THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. 4461616

AIA Document A311

## Labor and Material Payment Bond

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that Hopkins Construction & Maintenance, LLC  
(Here insert full name and address or legal title of Contractor)

19197 Commission Road, Long Beach, MS 39560  
as Principal, hereinafter called Principal, and, SureTec Insurance Company  
(Here insert full name and address or legal title of Surety)

2103 CityWest Boulevard, Suite 1300, Houston, TX 77042  
as Surety, hereinafter called Surety, are held and firmly bound unto City of Ocean Springs  
(Here insert full name and address or legal title of Owner)

1018 Porter Ave., Ocean Springs, MS 39564  
as Oblige, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the  
amount of Four Hundred Eighty Two Thousand Four Hundred Twenty Dollars and 00/100  
(Here insert a sum equal to at least one-half of the contract price) Dollars (\$ 482,420.00 ),

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

### WHEREAS,

Principal has by written agreement dated July 12, 2023, entered into a contract with Owner  
for  
(Here insert full name, address and description of project) Fort Maurepas Stage Cover 499 Front Beach Drive Ocean Springs, MS  
39564

in accordance with Drawings and Specifications prepared by  
(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.



## LABOR AND MATERIAL PAYMENT BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void, otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed

and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety or mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this

12th

day of July, 2023.

ATTEST:

By: Candice Halcomb

(Witness)

Hopkins Construction & Maintenance, LLC

(Principal)

(Seal)

By: Marty Ayck

(Title)

WITNESS:

By: Mark Hunt

(Witness)

SureTec Insurance Company

(Surety)

(Seal)

By: Fielden Mitts

(Title)

Fielden Mitts

Attorney-in-Fact



# SureTec Insurance Company

## LIMITED POWER OF ATTORNEY

**Know All Men by These Presents,** That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Fielden Mitts

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

**Principal:** Hopkins Construction & Maintenance, LLC

**Obligee:** City of Ocean Springs

**Amounts:** See Bond Form

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents cancelling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20<sup>th</sup> of April, 1999.)

**In Witness Whereof**, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 3rd day of February, A.D. 2023.

SURETEC INSURANCE COMPANY

By:

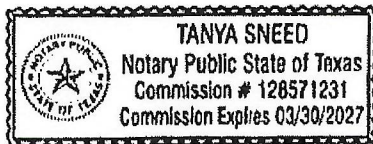
Michael C. Keimig, President

State of Texas  
County of Harris

ss:



On this 3rd day of February, A.D. 2023 before me personally came Michael C. Keimig, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



Tanya Sneed, Notary Public

My commission expires March 30, 2027

I, M. Brent Bealy, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 12th day of July, 2023, A.D.

M. Brent Bealy, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.  
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.



## MISSISSIPPI DEPARTMENT OF REVENUE

Sales Tax Account  
ID: \_\_\_\_\_

P.O. BOX 1033 JACKSON, MS 39215

RIDER SALES, USE, INCOME, FRANCHISE, WITHHOLDING,  
AND SPECIAL FUEL (DIESEL FUEL) TAX BOND

STATE OF MISSISSIPPI

BOND NUMBER 4461616

This Rider is attached to and becomes a part of a certain performance and/or payment bond executed by:

|                                                    |                                                    |               |
|----------------------------------------------------|----------------------------------------------------|---------------|
| <u>Hopkins Construction &amp; Maintenance, LLC</u> | <u>19197 Commission Road, Long Beach, MS 39560</u> | as Principal, |
| Name                                               | Address City State Zip                             |               |

|                                          |                                                  |            |
|------------------------------------------|--------------------------------------------------|------------|
| In favor of <u>City of Ocean Springs</u> | <u>1018 Porter Ave., Ocean Springs, MS 39564</u> | as Oblige, |
| Name                                     | Address City State Zip                           |            |

And covering a contract dated July 12, 2023, for the construction of

(Name Project and Describe)

Fort Maurepas Stage Cover 499 Front Beach Drive Ocean Springs, MS 39564

WHEREAS, under the provisions of Miss. Code Ann. § 27-65-21, as amended, the said Principal is required to and has furnished this bond guaranteeing payment of all taxes damages, interest and penalties which may accrue to the State of Mississippi under Miss. Code Ann. § 27-65-1 et seq., and § 27-67-1 et seq., and § 27-7-1 et seq., and § 27-13-1 et seq., and § 27-7-301 et seq., and § 27-55-313 et seq., and amendments thereto, on account of entering into said contract.

NOW, THEREFORE, in addition to the obligations set forth in the attached bond, there is hereby imposed the additional obligation by the Rider that the Contractor shall promptly make payment when due all taxes, damages, interest and penalties which may accrue during that time to the State of Mississippi under Miss. Code Ann. § 27-65-1 et seq., and § 27-67-1 et seq., and § 27-7-1 et seq., and § 27-13-1 et seq., and § 27-7-301 et seq., and § 27-55-313 et seq., and amendments thereto, on account of the execution of the aforesaid contract.

NOTWITHSTANDING the tax information and return confidentiality provisions contained within Miss Code Ann. § 27-65-1 et seq., § 27-67-1 et seq., 27-7-1 et seq., 27-13-1 et seq., 27-7-301 et seq., and 27-55-301 et seq., and amendments thereto, Principal hereby authorizes the Department of Revenue to release to Surety any information relating to any claim against said Surety made by the Department of Revenue which is covered by this bond.

SIGNED, SEALED AND DELIVERED, this 12th day of July, 2023.

Filed and Approved, this \_\_\_\_\_ day of \_\_\_\_\_.

COMMISSIONER: \_\_\_\_\_ PRINCIPAL: Hopkins Construction & Maintenance, LLC

Countersigned by:

By: Marty HopkFielden Mitts

Attorney in Fact

Licensed Mississippi Agent

SURETY: SureTec Insurance CompanyBy: Fielden MittsFielden Mitts 601-948-2900

Type or Print Name of Agent

Telephone Number



# SureTec Insurance Company

## LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Fielden Mitts

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

**Principal:** Hopkins Construction & Maintenance, LLC

**Obligee:** City of Ocean Springs

**Amounts:** See Bond Form

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

*Be it Resolved*, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*Attorney-in-Fact* may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted at a meeting held on 20<sup>th</sup> of April, 1999.)

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 3rd day of February, A.D. 2023.

SURETEC INSURANCE COMPANY

By:

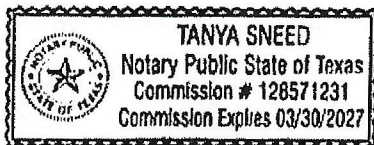
  
Michael C. Keimig, President

State of Texas  
County of Harris

ss:



On this 3rd day of February, A.D. 2023 before me personally came Michael C. Keimig, to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



  
Tanya Sneed, Notary Public

My commission expires March 30, 2027

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 12th day of July, 2023, A.D.

  
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.  
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:30 am and 5:00 pm CST.



# Expense Approval Report

By Vendor Name

| Vendor Name                                                          | Payable Number  | Post Date  | Description (Item)                                 | Account Number   | Amount           |
|----------------------------------------------------------------------|-----------------|------------|----------------------------------------------------|------------------|------------------|
| <b>Vendor: 04470 - ACE DATA STORAGE</b>                              |                 |            |                                                    |                  |                  |
| ACE DATA STORAGE                                                     | 0093208         | 08/15/2023 | COURT DEPT SHREDDING SERVICE                       | 001-110-600-0600 | 55.00            |
| ACE DATA STORAGE                                                     | 0093208         | 08/15/2023 | CITY HALL SHREDDING SERVICE                        | 001-140-600-0600 | 55.00            |
| <b>Vendor 04470 - ACE DATA STORAGE Total:</b>                        |                 |            |                                                    |                  | <b>110.00</b>    |
| <b>Vendor: 03536 - AIRGAS GULF STATES, INC.</b>                      |                 |            |                                                    |                  |                  |
| AIRGAS GULF STATES, INC.                                             | 5501073960      | 08/15/2023 | Bottle Charge for April 2023 to Sept 30, 2023      | 001-350-635-0000 | 508.36           |
| <b>Vendor 03536 - AIRGAS GULF STATES, INC. Total:</b>                |                 |            |                                                    |                  | <b>508.36</b>    |
| <b>Vendor: 03219 - ALL AMERICAN TOWING &amp; RECOVERY INC.</b>       |                 |            |                                                    |                  |                  |
| ALL AMERICAN TOWING & RE...                                          | 23-42641        | 08/15/2023 | Tow #101 Street Sweeper PW to Johnson Diesel       | 001-301-630-0000 | 215.00           |
| <b>Vendor 03219 - ALL AMERICAN TOWING &amp; RECOVERY INC. Total:</b> |                 |            |                                                    |                  | <b>215.00</b>    |
| <b>Vendor: 03601 - ALLIED TIME USA, INC.</b>                         |                 |            |                                                    |                  |                  |
| ALLIED TIME USA, INC.                                                | 6894            | 08/15/2023 | Ribbons:R-670PIX-BLACK #21502 Amano CE-315151 2-Pk | 001-200-500-0000 | 79.00            |
| <b>Vendor 03601 - ALLIED TIME USA, INC. Total:</b>                   |                 |            |                                                    |                  | <b>79.00</b>     |
| <b>Vendor: 05785 - AMERICAN MUNICIPAL SERVICES</b>                   |                 |            |                                                    |                  |                  |
| AMERICAN MUNICIPAL SERVI...                                          | 57410 REV       | 08/15/2023 | COLLECTION FEES JUNE 2023                          | 001-001-130-0053 | 504.18           |
| <b>Vendor 05785 - AMERICAN MUNICIPAL SERVICES Total:</b>             |                 |            |                                                    |                  | <b>504.18</b>    |
| <b>Vendor: 05962 - ARISTA INFORMATION SYSTEMS, INC</b>               |                 |            |                                                    |                  |                  |
| ARISTA INFORMATION SYSTE...                                          | INV-AIS-0008009 | 08/15/2023 | WATER BILL PRINTING JULY 2023                      | 401-710-606-0000 | 1,027.08         |
| ARISTA INFORMATION SYSTE...                                          | INV-AIS-0008009 | 08/15/2023 | WATER BILL POSTAGE JULY 2023                       | 401-710-606-0000 | 3,738.21         |
| ARISTA INFORMATION SYSTE...                                          | INV-AIS-0008009 | 08/15/2023 | WATER BILL PDF JULY 2023                           | 401-710-606-0000 | 135.59           |
| <b>Vendor 05962 - ARISTA INFORMATION SYSTEMS, INC Total:</b>         |                 |            |                                                    |                  | <b>4,900.88</b>  |
| <b>Vendor: 00403 - AT&amp;T 5019</b>                                 |                 |            |                                                    |                  |                  |
| AT&T 5019                                                            | INV0020713      | 08/15/2023 | SPECIAL ASSEMBLY FOR PD 662 M71-4327 001 0590 AUG  | 001-200-612-0000 | 204.00           |
| <b>Vendor 00403 - AT&amp;T 5019 Total:</b>                           |                 |            |                                                    |                  | <b>204.00</b>    |
| <b>Vendor: 00943 - AUTO TRUCK &amp; TRAILER PARTS INC</b>            |                 |            |                                                    |                  |                  |
| AUTO TRUCK & TRAILER PARTS..                                         | 307912          | 08/15/2023 | Debris Truck #122 Radiator includes freight        | 001-301-563-0000 | 990.00           |
| AUTO TRUCK & TRAILER PARTS..                                         | 307912          | 08/15/2023 | Debris Truck #122 Thermostat                       | 001-301-563-0000 | 83.30            |
| <b>Vendor 00943 - AUTO TRUCK &amp; TRAILER PARTS INC Total:</b>      |                 |            |                                                    |                  | <b>1,073.30</b>  |
| <b>Vendor: 06207 - AVL WEALTHCARE, PLLC</b>                          |                 |            |                                                    |                  |                  |
| AVL WEALTHCARE, PLLC                                                 | 144429          | 08/15/2023 | FINAL BILLING ON FY2022 AUDIT                      | 401-300-600-0600 | 15,000.00        |
| <b>Vendor 06207 - AVL WEALTHCARE, PLLC Total:</b>                    |                 |            |                                                    |                  | <b>15,000.00</b> |
| <b>Vendor: 04289 - BOBBY TYSON'S TIRE &amp; AUTOMOTIVE</b>           |                 |            |                                                    |                  |                  |
| BOBBY TYSON'S TIRE & AUTO...                                         | 356715          | 08/15/2023 | DORMAN OE SOLUTIONS LATCH ACTUATOR                 | 401-710-630-0000 | 338.97           |
| BOBBY TYSON'S TIRE & AUTO...                                         | 356715          | 08/15/2023 | LABOR FOR FRONT DOOR HINGE KIT                     | 401-710-630-0000 | 240.00           |
| BOBBY TYSON'S TIRE & AUTO...                                         | 356715          | 08/15/2023 | SHOP SUPPLIES                                      | 401-710-630-0000 | 19.89            |
| BOBBY TYSON'S TIRE & AUTO...                                         | 356715          | 08/15/2023 | ACTUATOR REMOVE AND REPLACE                        | 401-710-630-0000 | 84.00            |
| BOBBY TYSON'S TIRE & AUTO...                                         | 356715          | 08/15/2023 | HAZARDOUS MATERIALS REMOVAL                        | 401-710-630-0000 | 8.00             |
| BOBBY TYSON'S TIRE & AUTO...                                         | 357436          | 08/15/2023 | New Brakes and Rotors on 2009 Ford Ranger          | 001-550-575-0000 | 1,297.31         |
| <b>Vendor 04289 - BOBBY TYSON'S TIRE &amp; AUTOMOTIVE Total:</b>     |                 |            |                                                    |                  | <b>1,988.17</b>  |

## Expense Approval Report

| Vendor Name                                                       | Payable Number | Post Date  | Description (Item)                                   | Account Number   | Amount           |
|-------------------------------------------------------------------|----------------|------------|------------------------------------------------------|------------------|------------------|
| <b>Vendor: 032371 - BRENDA MILLER</b>                             |                |            |                                                      |                  |                  |
| BRENDA MILLER                                                     | INV0020792     | 08/15/2023 | REFUND SUMMER CAMP FEES<br>- CHILD DID NOT ATTEND    | 001-001-316-0001 | 300.00           |
| <b>Vendor 032371 - BRENDA MILLER Total:</b>                       |                |            |                                                      |                  | <b>300.00</b>    |
| <b>Vendor: 04540 - BROWN, MITCHELL &amp; ALEXANDER, INC</b>       |                |            |                                                      |                  |                  |
| BROWN, MITCHELL & ALEXA...                                        | 25235          | 08/15/2023 | OS RD RECONSTRUCTION<br>PHASE I THROUGH 7/31/23      | 308-330-911-0001 | 4,514.00         |
| BROWN, MITCHELL & ALEXA...                                        | 25236          | 08/15/2023 | GENERAL ENGINEERING JULY<br>2023                     | 001-120-600-0612 | 1,504.00         |
| BROWN, MITCHELL & ALEXA...                                        | 25237          | 08/15/2023 | 20-3724A GOVERNMENT ST<br>IMPROVEMENTS JULY 2023     | 320-340-911-0001 | 3,799.50         |
| <b>Vendor 04540 - BROWN, MITCHELL &amp; ALEXANDER, INC Total:</b> |                |            |                                                      |                  | <b>9,817.50</b>  |
| <b>Vendor: 05184 - CARROLL WARREN &amp; PARKER PLLC</b>           |                |            |                                                      |                  |                  |
| CARROLL WARREN & PARKER ...                                       | 23229          | 08/15/2023 | MUNICIPAL GROWTH<br>CONSULTATION 3/1/23 -<br>6/29/23 | 001-100-600-0601 | 58,086.54        |
| <b>Vendor 05184 - CARROLL WARREN &amp; PARKER PLLC Total:</b>     |                |            |                                                      |                  | <b>58,086.54</b> |
| <b>Vendor: 06187 - CARTER COMMERCIAL SERVICES LLC</b>             |                |            |                                                      |                  |                  |
| CARTER COMMERCIAL SERVIC...                                       | 9431           | 08/15/2023 | Nitrogen                                             | 001-301-630-0000 | 35.00            |
| CARTER COMMERCIAL SERVIC...                                       | 9431           | 08/15/2023 | Trip                                                 | 001-301-630-0000 | 45.00            |
| CARTER COMMERCIAL SERVIC...                                       | 9431           | 08/15/2023 | Wlectrical/Insulation                                | 001-301-630-0000 | 69.00            |
| CARTER COMMERCIAL SERVIC...                                       | 9431           | 08/15/2023 | Stat                                                 | 001-301-630-0000 | 89.00            |
| CARTER COMMERCIAL SERVIC...                                       | 9431           | 08/15/2023 | Dual Pressure Switch                                 | 001-301-630-0000 | 329.00           |
| CARTER COMMERCIAL SERVIC...                                       | 9431           | 08/15/2023 | 10# of R404 @ \$38/lbs                               | 001-301-630-0000 | 380.00           |
| CARTER COMMERCIAL SERVIC...                                       | 9431           | 08/15/2023 | Labor (11 hours @ \$90/hr)                           | 001-301-630-0000 | 990.00           |
| <b>Vendor 06187 - CARTER COMMERCIAL SERVICES LLC Total:</b>       |                |            |                                                      |                  | <b>1,937.00</b>  |
| <b>Vendor: 00083 - CENTER POINT ENERGY-ENTEX</b>                  |                |            |                                                      |                  |                  |
| CENTER POINT ENERGY-ENTEX                                         | INV0020734     | 08/15/2023 | 3074142-5 / 724 PINE DR                              | 001-301-625-0000 | 49.81            |
| CENTER POINT ENERGY-ENTEX                                         | INV0020736     | 08/15/2023 | 6400671650-6 / 710<br>MAGNOLIA AVE                   | 001-550-625-0000 | 32.01            |
| CENTER POINT ENERGY-ENTEX                                         | INV0020737     | 08/15/2023 | 6400671651-4 / 611<br>MAGNOLIA AVE                   | 551-551-625-0000 | 53.76            |
| CENTER POINT ENERGY-ENTEX                                         | INV0020738     | 08/15/2023 | 3049209-4 / 516<br>WASHINGTON AVE                    | 001-193-625-0000 | 32.01            |
| CENTER POINT ENERGY-ENTEX                                         | INV0020739     | 08/15/2023 | 9369075-8 / 3810 BIENVILLE<br>BLVD                   | 001-200-625-0000 | 98.22            |
| CENTER POINT ENERGY-ENTEX                                         | INV0020741     | 08/15/2023 | 6400671646-4 / 1612 GOV'T ST<br>(HEADSTART)          | 551-551-625-0000 | 97.23            |
| CENTER POINT ENERGY-ENTEX                                         | INV0020742     | 08/15/2023 | 6400415252-2 / 400 ALICE ST                          | 001-550-625-0000 | 34.25            |
| CENTER POINT ENERGY-ENTEX                                         | INV0020743     | 08/15/2023 | 3068913-7 / 720 PINE DRIVE                           | 401-751-625-0000 | 32.01            |
| CENTER POINT ENERGY-ENTEX                                         | INV0020744     | 08/15/2023 | 7455154-0 / 1018 PORTER AVE<br>A                     | 001-140-625-0000 | 47.83            |
| CENTER POINT ENERGY-ENTEX                                         | INV0020745     | 08/15/2023 | 7984159-9 / 1018 PORTER AVE<br>B                     | 001-301-625-0000 | 32.01            |
| CENTER POINT ENERGY-ENTEX                                         | INV0020746     | 08/15/2023 | 3137039-8 / 2830 GOV'T<br>STREET                     | 001-260-625-0000 | 41.89            |
| CENTER POINT ENERGY-ENTEX                                         | INV0020747     | 08/15/2023 | 7984165-6 / 405 HALSTEAD RD                          | 001-301-625-0000 | 32.01            |
| CENTER POINT ENERGY-ENTEX                                         | INV0020748     | 08/15/2023 | 3086932-5 / 1226 BIENVILLE<br>BLVD                   | 001-260-625-0000 | 38.94            |
| CENTER POINT ENERGY-ENTEX                                         | INV0020749     | 08/15/2023 | 6537669-1 / 503 DEWEY AVE<br>GENERATOR               | 001-200-625-0000 | 32.01            |
| CENTER POINT ENERGY-ENTEX                                         | INV0020750     | 08/15/2023 | 3049204-5 / 512<br>WASHINGTON AVE                    | 001-194-625-0000 | 32.01            |
| CENTER POINT ENERGY-ENTEX                                         | INV0020751     | 08/15/2023 | 8394283-9 / 1600 GOV'T ST                            | 001-196-625-0000 | 37.94            |
| CENTER POINT ENERGY-ENTEX                                         | INV0020752     | 08/15/2023 | 9069605-5 / 3820 BIENVILLE<br>BLVD                   | 001-260-625-0000 | 88.35            |
| CENTER POINT ENERGY-ENTEX                                         | INV0020753     | 08/15/2023 | 3049226-8 / 1018 PORTER AVE                          | 001-140-625-0000 | 32.01            |
| CENTER POINT ENERGY-ENTEX                                         | INV0020754     | 08/15/2023 | 3062130-4 / 1409 MIDDLE AVE                          | 001-550-625-0000 | 32.01            |
| <b>Vendor 00083 - CENTER POINT ENERGY-ENTEX Total:</b>            |                |            |                                                      |                  | <b>876.31</b>    |

## Expense Approval Report

| Vendor Name                                                        | Payable Number  | Post Date  | Description (Item)                                    | Account Number   | Amount           |
|--------------------------------------------------------------------|-----------------|------------|-------------------------------------------------------|------------------|------------------|
| <b>Vendor: 00039 - CENTRAL PIPE SUPPLY, INC.</b>                   |                 |            |                                                       |                  |                  |
| CENTRAL PIPE SUPPLY, INC.                                          | S100339090.006  | 08/15/2023 | 313-00069011-000 DS 6" X 1<br>1/4" CC SERVICE SADDLE  | 401-750-571-0000 | 289.68           |
| CENTRAL PIPE SUPPLY, INC.                                          | S100342108.001  | 08/15/2023 | PIPE PVC CL/235 C900 12" DR-<br>18                    | 401-750-563-0000 | 1,895.60         |
| CENTRAL PIPE SUPPLY, INC.                                          | S100342108.001  | 08/15/2023 | HYMAX LONG CPLNG12"#862-<br>54-0315-16(12.40"-13.66") | 401-750-563-0000 | 3,377.16         |
| <b>Vendor 00039 - CENTRAL PIPE SUPPLY, INC. Total:</b>             |                 |            |                                                       |                  | <b>5,562.44</b>  |
| <b>Vendor: 05654 - CHANCELLOR, INC.</b>                            |                 |            |                                                       |                  |                  |
| CHANCELLOR, INC.                                                   | 030253692-02    | 08/15/2023 | SQD QOU360 SQD SPECIAL                                | 401-751-560-0000 | 557.12           |
| <b>Vendor 05654 - CHANCELLOR, INC. Total:</b>                      |                 |            |                                                       |                  | <b>557.12</b>    |
| <b>Vendor: 032381 - CHARMAGNE LEWIS</b>                            |                 |            |                                                       |                  |                  |
| CHARMAGNE LEWIS                                                    | INV0020793      | 08/15/2023 | REFUND AUTODRAFTED CAMP<br>FEES - CHILD NOT THERE     | 001-001-316-0001 | 77.14            |
| <b>Vendor 032381 - CHARMAGNE LEWIS Total:</b>                      |                 |            |                                                       |                  | <b>77.14</b>     |
| <b>Vendor: 00326 - CHEMSEARCH</b>                                  |                 |            |                                                       |                  |                  |
| CHEMSEARCH                                                         | 8326244         | 08/15/2023 | 12093593 CHEETAH PRO, 2 X<br>2.5 GL, US GEN           | 001-301-543-0000 | 4,058.95         |
| <b>Vendor 00326 - CHEMSEARCH Total:</b>                            |                 |            |                                                       |                  | <b>4,058.95</b>  |
| <b>Vendor: 06156 - COAST ELEVATORS</b>                             |                 |            |                                                       |                  |                  |
| COAST ELEVATORS                                                    | 23-3876         | 08/15/2023 | ROUTINE MAINTENANCE<br>CONTRACT AUG 2023              | 001-196-630-0000 | 277.54           |
| <b>Vendor 06156 - COAST ELEVATORS Total:</b>                       |                 |            |                                                       |                  | <b>277.54</b>    |
| <b>Vendor: 02789 - CODY BRELAND</b>                                |                 |            |                                                       |                  |                  |
| CODY BRELAND                                                       | INV0020609      | 08/15/2023 | Zoo Admission                                         | 001-550-690-0000 | 1,560.00         |
| <b>Vendor 02789 - CODY BRELAND Total:</b>                          |                 |            |                                                       |                  | <b>1,560.00</b>  |
| <b>Vendor: 02660 - COMMUNICATIONS INTERNATIONAL</b>                |                 |            |                                                       |                  |                  |
| COMMUNICATIONS INTERNAT...                                         | PI159391        | 08/15/2023 | Portable Radios "FD"<br>QO0016960                     | 008-260-916-0000 | 22,425.16        |
| <b>Vendor 02660 - COMMUNICATIONS INTERNATIONAL Total:</b>          |                 |            |                                                       |                  | <b>22,425.16</b> |
| <b>Vendor: 00618 - CONSOLIDATED PIPE &amp; SUPPLY CO INC</b>       |                 |            |                                                       |                  |                  |
| CONSOLIDATED PIPE & SUPPL...                                       | 3732733-002-000 | 08/15/2023 | 211888 4 FERNCO 1056-44<br>CIPVCXCIPVC CPLG           | 401-751-571-0000 | 80.00            |
| CONSOLIDATED PIPE & SUPPL...                                       | 3734510-001-000 | 08/15/2023 | 226956 3/4X6 SB 245-010506-<br>000 REDI CLMP          | 401-750-571-0000 | 300.00           |
| CONSOLIDATED PIPE & SUPPL...                                       | 3734510-001-000 | 08/15/2023 | 31837 1X3/4X3/4 76101W BV<br>LEAD FREE                | 401-750-571-0000 | 1,765.00         |
| CONSOLIDATED PIPE & SUPPL...                                       | 373466-002-000  | 08/15/2023 | 253616 12 SB 226-00132015-<br>000 REPR CLMP           | 401-750-563-0000 | 524.00           |
| CONSOLIDATED PIPE & SUPPL...                                       | 373466-002-000  | 08/15/2023 | 227074 12 SB 226-132012-000<br>CLMP                   | 401-750-563-0000 | 650.00           |
| CONSOLIDATED PIPE & SUPPL...                                       | 3739175-000-000 | 08/15/2023 | 240632 1 1/2 NEPTUNE<br>RG2G41 ECODER PIT GAL         | 401-710-918-0000 | 108.00           |
| CONSOLIDATED PIPE & SUPPL...                                       | 3739175-000-000 | 08/15/2023 | 235826 6 DFW PSLT MTR BOX<br>EX EXT                   | 401-710-918-0000 | 750.00           |
| CONSOLIDATED PIPE & SUPPL...                                       | 3739175-000-000 | 08/15/2023 | 240630 5/8 NEPTUNE RH2G11<br>ECODER PIT GAL           | 401-710-918-0000 | 22,050.00        |
| CONSOLIDATED PIPE & SUPPL...                                       | 3739175-001-000 | 08/15/2023 | 730829 ROOT SLAYER SHOVEL<br>22011                    | 401-710-560-0000 | 267.00           |
| <b>Vendor 00618 - CONSOLIDATED PIPE &amp; SUPPLY CO INC Total:</b> |                 |            |                                                       |                  | <b>26,494.00</b> |
| <b>Vendor: 05677 - CYPRESS LANES, LLC</b>                          |                 |            |                                                       |                  |                  |
| CYPRESS LANES, LLC                                                 | INV0020613      | 08/15/2023 | Bowling Admission                                     | 001-550-690-0000 | 282.00           |
| <b>Vendor 05677 - CYPRESS LANES, LLC Total:</b>                    |                 |            |                                                       |                  | <b>282.00</b>    |
| <b>Vendor: 02551 - DALE PARTNERS ARCHITECTS P.A.</b>               |                 |            |                                                       |                  |                  |
| DALE PARTNERS ARCHITECTS P..                                       | 53460           | 08/15/2023 | 23053 OS CONFERENCE<br>CENTER FEASIBILITY REPORT      | 008-650-600-0600 | 11,993.00        |
| <b>Vendor 02551 - DALE PARTNERS ARCHITECTS P.A. Total:</b>         |                 |            |                                                       |                  | <b>11,993.00</b> |



## Expense Approval Report

| Vendor Name                                           | Payable Number | Post Date  | Description (Item)                                  | Account Number   | Amount           |
|-------------------------------------------------------|----------------|------------|-----------------------------------------------------|------------------|------------------|
| <b>Vendor: 05249 - DELTA CONSTRUCTION, INC.</b>       |                |            |                                                     |                  |                  |
| DELTA CONSTRUCTION, INC.                              | 08102023OS1    | 08/15/2023 | 1074 CONNLEY CIRCLE<br>CONCRETE PANEL               | 100-301-630-0000 | 1,293.60         |
| DELTA CONSTRUCTION, INC.                              | 08102023OS2    | 08/15/2023 | SPORTSPLEX PANELS,<br>SIDEWALK, BATTING CAGES       | 008-550-911-0920 | 35,223.37        |
| DELTA CONSTRUCTION, INC.                              | 08102023OS3    | 08/15/2023 | BAYOU SAVOLLE / PERRYMAN<br>RD CONCRETE PANELS      | 100-301-630-0000 | 24,696.00        |
| <b>Vendor 05249 - DELTA CONSTRUCTION, INC. Total:</b> |                |            |                                                     |                  | <b>61,212.97</b> |
| <b>Vendor: 02744 - DENNIS WALKER</b>                  |                |            |                                                     |                  |                  |
| DENNIS WALKER                                         | INV0020773     | 08/15/2023 | GALLERY INSTALLATION WORK<br>23 HOURS               | 001-196-688-0000 | 391.00           |
| <b>Vendor 02744 - DENNIS WALKER Total:</b>            |                |            |                                                     |                  | <b>391.00</b>    |
| <b>Vendor: 00227 - DOGWOOD CERAMICS</b>               |                |            |                                                     |                  |                  |
| DOGWOOD CERAMICS                                      | 6688           | 08/15/2023 | s-112 clay                                          | 001-550-540-0542 | 520.00           |
| <b>Vendor 00227 - DOGWOOD CERAMICS Total:</b>         |                |            |                                                     |                  | <b>520.00</b>    |
| <b>Vendor: 05394 - EAGLE ENERGY INC.</b>              |                |            |                                                     |                  |                  |
| EAGLE ENERGY INC.                                     | 38842          | 08/15/2023 | Fuel for Police, Fire, Parks at<br>the Police Dept. | 001-200-525-0000 | 7,130.27         |
| EAGLE ENERGY INC.                                     | 39591          | 08/15/2023 | Fuel for Police, Fire, Parks at<br>the Police Dept. | 001-200-525-0000 | 8,476.72         |
| <b>Vendor 05394 - EAGLE ENERGY INC. Total:</b>        |                |            |                                                     |                  | <b>15,606.99</b> |
| <b>Vendor: 032341 - EAT DRINK LOVE</b>                |                |            |                                                     |                  |                  |
| EAT DRINK LOVE                                        | 08433          | 08/15/2023 | CATERING FOR GALLERY<br>OPENING                     | 001-196-645-0001 | 256.00           |
| <b>Vendor 032341 - EAT DRINK LOVE Total:</b>          |                |            |                                                     |                  | <b>256.00</b>    |
| <b>Vendor: 03684 - EXPRESS SERVICES, INC.</b>         |                |            |                                                     |                  |                  |
| EXPRESS SERVICES, INC.                                | 29428129       | 08/15/2023 | TEMP EMPLOYEE HOURS W/E<br>7/30/23                  | 001-352-499-0000 | 799.75           |
| EXPRESS SERVICES, INC.                                | 29472527       | 08/15/2023 | TEMP EMPLOYEE HOURS W/E<br>8/6/23                   | 001-352-499-0000 | 584.96           |
| <b>Vendor 03684 - EXPRESS SERVICES, INC. Total:</b>   |                |            |                                                     |                  | <b>1,384.71</b>  |
| <b>Vendor: 00419 - FAST EDDIE'S, INC</b>              |                |            |                                                     |                  |                  |
| FAST EDDIE'S, INC                                     | 124551         | 08/15/2023 | Oil change and service for<br>police vehicle fleet  | 001-200-525-0000 | 47.00            |
| FAST EDDIE'S, INC                                     | 124583         | 08/15/2023 | Oil change and service for<br>police vehicle fleet  | 001-200-525-0000 | 87.88            |
| FAST EDDIE'S, INC                                     | 124623         | 08/15/2023 | Oil change and service for<br>police vehicle fleet  | 001-200-525-0000 | 87.88            |
| FAST EDDIE'S, INC                                     | 124625         | 08/15/2023 | Oil change and service for<br>police vehicle fleet  | 001-200-525-0000 | 78.50            |
| FAST EDDIE'S, INC                                     | 124633         | 08/15/2023 | Oil change and service for<br>police vehicle fleet  | 001-200-525-0000 | 47.00            |
| <b>Vendor 00419 - FAST EDDIE'S, INC Total:</b>        |                |            |                                                     |                  | <b>348.26</b>    |
| <b>Vendor: 03427 - FASTENAL COMPANY</b>               |                |            |                                                     |                  |                  |
| FASTENAL COMPANY                                      | MSPAS94880     | 08/15/2023 | 0215008 AA Procell Alk Btry                         | 001-301-560-0000 | 34.56            |
| FASTENAL COMPANY                                      | MSPAS94880     | 08/15/2023 | 0215010 AAA Procell Alk Btry                        | 001-301-560-0000 | 32.16            |
| FASTENAL COMPANY                                      | MSPAS94880     | 08/15/2023 | 0617168 48x55SilvHDDuctTape                         | 001-301-560-0000 | 126.70           |
| FASTENAL COMPANY                                      | MSPAS94880     | 08/15/2023 | 63160 3"x1000'YellCautTape<br>12 \$                 | 001-301-560-0000 | 215.16           |
| <b>Vendor 03427 - FASTENAL COMPANY Total:</b>         |                |            |                                                     |                  | <b>408.58</b>    |
| <b>Vendor: 00428 - FRASIER'S NURSERY, INC</b>         |                |            |                                                     |                  |                  |
| FRASIER'S NURSERY, INC                                | 0084243        | 08/15/2023 | City Wide Plant & Mulch<br>material                 | 001-353-546-0000 | 315.00           |
| <b>Vendor 00428 - FRASIER'S NURSERY, INC Total:</b>   |                |            |                                                     |                  | <b>315.00</b>    |
| <b>Vendor: 031761 - G &amp; C INGENUITY</b>           |                |            |                                                     |                  |                  |
| G & C INGENUITY                                       | 231098         | 08/15/2023 | SUBMERSIBLE PUMP #3436<br>REPAIR                    | 401-751-630-0000 | 1,439.00         |

## Expense Approval Report

| Vendor Name                                                | Payable Number | Post Date  | Description (Item)                              | Account Number   | Amount    |
|------------------------------------------------------------|----------------|------------|-------------------------------------------------|------------------|-----------|
| G & C INGENUITY                                            | 231098         | 08/15/2023 | SUBMERSIBLE PUMP #3449 REPAIR                   | 401-751-630-0000 | 498.00    |
| Vendor 031761 - G & C INGENUITY Total:                     |                |            |                                                 |                  | 1,937.00  |
| Vendor: 00099 - GOLDEN GATE                                |                |            |                                                 |                  |           |
| GOLDEN GATE                                                | INV0020699     | 08/15/2023 | Skating Admission for Campers                   | 001-550-690-0000 | 420.00    |
| GOLDEN GATE                                                | INV0020698     | 08/15/2023 | Skate rental/admission                          | 001-550-690-0000 | 336.00    |
| GOLDEN GATE                                                | INV0020688     | 08/15/2023 | 2hr Skate Admission                             | 001-550-690-0000 | 356.00    |
| Vendor 00099 - GOLDEN GATE Total:                          |                |            |                                                 |                  | 1,112.00  |
| Vendor: 02559 - GORDON-MILANI ENTERPRISES, INC.            |                |            |                                                 |                  |           |
| GORDON-MILANI ENTERPRISE...                                | 11321          | 08/15/2023 | 10'x10' imprinted pop-up canopy, frame, and bag | 001-200-560-0000 | 1,183.00  |
| Vendor 02559 - GORDON-MILANI ENTERPRISES, INC. Total:      |                |            |                                                 |                  | 1,183.00  |
| Vendor: 02624 - GRAHAM CONSTRUCTION                        |                |            |                                                 |                  |           |
| GRAHAM CONSTRUCTION                                        | 2023-10        | 08/15/2023 | LABORER (16 HOURS @ \$35/HR)                    | 401-751-923-0908 | 665.00    |
| GRAHAM CONSTRUCTION                                        | 2023-10        | 08/15/2023 | PICKUP TRUCK (8 HOURS @ \$20/HR)                | 401-751-923-0908 | 190.00    |
| GRAHAM CONSTRUCTION                                        | 2023-10        | 08/15/2023 | MOB/DEMOB                                       | 401-751-923-0908 | 475.00    |
| GRAHAM CONSTRUCTION                                        | 2023-10        | 08/15/2023 | GANG TRUCK (8 HOURS @ \$30/HR)                  | 401-751-923-0908 | 285.00    |
| GRAHAM CONSTRUCTION                                        | 2023-10        | 08/15/2023 | OPERATOR (16 HOURS @ \$42/HR)                   | 401-751-923-0908 | 798.00    |
| GRAHAM CONSTRUCTION                                        | 2023-10        | 08/15/2023 | FOREMAN (8 HOURS @ \$47/HR)                     | 401-751-923-0908 | 446.50    |
| GRAHAM CONSTRUCTION                                        | 2023-10        | 08/15/2023 | MINI EXCAVATOR (8 HOURS @ \$35/HR)              | 401-751-923-0908 | 332.50    |
| GRAHAM CONSTRUCTION                                        | 2023-10        | 08/15/2023 | MEDIUM TRACK EXCAVATOR (8 HOURS @ \$40/HR)      | 401-751-923-0908 | 380.00    |
| GRAHAM CONSTRUCTION                                        | 2023-9         | 08/15/2023 | FOREMAN (16 HOURS @ \$47/HR)                    | 401-751-923-0908 | 940.00    |
| GRAHAM CONSTRUCTION                                        | 2023-9         | 08/15/2023 | LABORER (32 HOURS @ \$35/HR)                    | 401-751-923-0908 | 1,400.00  |
| GRAHAM CONSTRUCTION                                        | 2023-9         | 08/15/2023 | MINI EXCAVATOR (16 HOURS @ \$35/HR)             | 401-751-923-0908 | 665.00    |
| GRAHAM CONSTRUCTION                                        | 2023-9         | 08/15/2023 | GANG TRUCK (16 HOURS @ \$30/HR)                 | 401-751-923-0908 | 600.00    |
| GRAHAM CONSTRUCTION                                        | 2023-9         | 08/15/2023 | MEDIUM TRACK EXCAVATOR (16 HOURS @ \$40/HR)     | 401-751-923-0908 | 680.00    |
| GRAHAM CONSTRUCTION                                        | 2023-9         | 08/15/2023 | OPERATOR (32 HOURS @ \$42/HR)                   | 401-751-923-0908 | 1,680.00  |
| GRAHAM CONSTRUCTION                                        | 2023-9         | 08/15/2023 | MOB/DEMOB                                       | 401-751-923-0908 | 475.00    |
| GRAHAM CONSTRUCTION                                        | 2023-9         | 08/15/2023 | PICKUP TRUCK (16 HOURS @ \$20/HR)               | 401-751-923-0908 | 400.00    |
| Vendor 02624 - GRAHAM CONSTRUCTION Total:                  |                |            |                                                 |                  | 10,412.00 |
| Vendor: 02172 - GUARDIAN ALLIANCE TECHNOLOGIES, INC.       |                |            |                                                 |                  |           |
| GUARDIAN ALLIANCE TECHNO...                                | 20667          | 08/15/2023 | BACKGROUND CHECKS AND SOCIAL MEDIA SCREENINGS   | 001-200-602-0000 | 140.00    |
| Vendor 02172 - GUARDIAN ALLIANCE TECHNOLOGIES, INC. Total: |                |            |                                                 |                  | 140.00    |
| Vendor: 00313 - GULF COAST BUSINESS SUPPLY CO INC          |                |            |                                                 |                  |           |
| GULF COAST BUSINESS SUPPLY..                               | 255634         | 08/15/2023 | Rectangular Desk Shell                          | 001-260-501-0000 | 200.00    |
| GULF COAST BUSINESS SUPPLY..                               | 255634         | 08/15/2023 | Hanging Fixed Pedestals                         | 001-260-501-0000 | 275.00    |
| GULF COAST BUSINESS SUPPLY..                               | 255634         | 08/15/2023 | Rectangular Desk Return                         | 001-260-501-0000 | 150.00    |
| GULF COAST BUSINESS SUPPLY..                               | 255634         | 08/15/2023 | Hutch with Doors                                | 001-260-501-0000 | 335.00    |
| GULF COAST BUSINESS SUPPLY..                               | 256327         | 08/15/2023 | Glass Cleaner                                   | 001-260-510-0000 | 15.72     |
| GULF COAST BUSINESS SUPPLY..                               | 256327         | 08/15/2023 | Pine Cleaner/Gallon                             | 001-260-510-0000 | 22.53     |
| GULF COAST BUSINESS SUPPLY..                               | 256327         | 08/15/2023 | Disinfectant Spray/Case                         | 001-260-510-0000 | 30.00     |
| GULF COAST BUSINESS SUPPLY..                               | 256327         | 08/15/2023 | Power Foam Bathroom Cleaner                     | 001-260-510-0000 | 70.28     |
| GULF COAST BUSINESS SUPPLY..                               | 256327         | 08/15/2023 | Laundry Detergent/Gallon                        | 001-260-510-0000 | 70.88     |
| GULF COAST BUSINESS SUPPLY..                               | 256327         | 08/15/2023 | Water/Case                                      | 001-260-560-0000 | 134.40    |
| GULF COAST BUSINESS SUPPLY..                               | 256327.1       | 08/15/2023 | Hand Soap/Case                                  | 001-260-510-0000 | 26.26     |

## Expense Approval Report

| Vendor Name                                                          | Payable Number | Post Date  | Description (Item)                                    | Account Number   | Amount          |
|----------------------------------------------------------------------|----------------|------------|-------------------------------------------------------|------------------|-----------------|
| GULF COAST BUSINESS SUPPLY...                                        | 256327.2       | 08/15/2023 | Paper Towels/Case                                     | 001-260-510-0000 | 149.19          |
| GULF COAST BUSINESS SUPPLY...                                        | 256535         | 08/15/2023 | Wall Mounted Mail Box                                 | 001-110-500-0000 | 206.04          |
| GULF COAST BUSINESS SUPPLY...                                        | 256535         | 08/15/2023 | Colored Push Pins                                     | 001-110-500-0000 | 14.66           |
| <b>Vendor 00313 - GULF COAST BUSINESS SUPPLY CO INC Total:</b>       |                |            |                                                       |                  | <b>1,699.96</b> |
| <b>Vendor: 01301 - GULF HYDRAULICS &amp; PNEUMATICS INC</b>          |                |            |                                                       |                  |                 |
| GULF HYDRAULICS & PNEUM...                                           | 186217         | 08/15/2023 | Hydraulic Cylinder Repair/<br>Ladder 1                | 001-260-630-0000 | 1,321.84        |
| <b>Vendor 01301 - GULF HYDRAULICS &amp; PNEUMATICS INC Total:</b>    |                |            |                                                       |                  | <b>1,321.84</b> |
| <b>Vendor: 01053 - HANCOCK WHITNEY BANK CREDIT CARD CENTER</b>       |                |            |                                                       |                  |                 |
| HANCOCK WHITNEY BANK CR...                                           | INV0020794     | 08/15/2023 | ADOBE ACROBAT PRO                                     | 001-110-602-0000 | 23.99           |
| HANCOCK WHITNEY BANK CR...                                           | INV0020794     | 08/15/2023 | ADOBE ACROBAT PRO                                     | 001-120-602-0000 | 47.98           |
| HANCOCK WHITNEY BANK CR...                                           | INV0020794     | 08/15/2023 | CHUKA INN                                             | 001-120-605-0607 | 116.63          |
| HANCOCK WHITNEY BANK CR...                                           | INV0020794     | 08/15/2023 | CHUKA INN                                             | 001-120-605-0607 | 233.26          |
| HANCOCK WHITNEY BANK CR...                                           | INV0020794     | 08/15/2023 | CLARION LEDGER                                        | 001-120-686-0000 | 9.99            |
| HANCOCK WHITNEY BANK CR...                                           | INV0020794     | 08/15/2023 | THE SUN HERALD                                        | 001-120-686-0000 | 23.99           |
| HANCOCK WHITNEY BANK CR...                                           | INV0020794     | 08/15/2023 | CLARION LEDGER                                        | 001-120-686-0000 | 9.99            |
| HANCOCK WHITNEY BANK CR...                                           | INV0020794     | 08/15/2023 | CLARION LEDGER                                        | 001-120-686-0000 | 11.99           |
| HANCOCK WHITNEY BANK CR...                                           | INV0020794     | 08/15/2023 | AMAZON - AMERICAN FLAGS X<br>4                        | 001-120-703-0000 | 99.96           |
| HANCOCK WHITNEY BANK CR...                                           | INV0020794     | 08/15/2023 | AMAZON - MS STATE FLAGS                               | 001-120-703-0000 | 227.91          |
| HANCOCK WHITNEY BANK CR...                                           | INV0020794     | 08/15/2023 | AMAZON - HP 414X BLACK<br>TONER                       | 001-140-500-0000 | 177.95          |
| HANCOCK WHITNEY BANK CR...                                           | INV0020794     | 08/15/2023 | AMAZON - HP414X CYAN AND<br>MAGENTA TONERS            | 001-140-500-0000 | 469.00          |
| HANCOCK WHITNEY BANK CR...                                           | INV0020794     | 08/15/2023 | CHUKA INN                                             | 001-140-605-0607 | 116.63          |
| HANCOCK WHITNEY BANK CR...                                           | INV0020794     | 08/15/2023 | ADOBE CREATIVE CLOUD                                  | 001-180-602-0000 | 84.99           |
| HANCOCK WHITNEY BANK CR...                                           | INV0020794     | 08/15/2023 | MS STATE COUNCIL OF SHRM                              | 001-180-605-0607 | 399.00          |
| HANCOCK WHITNEY BANK CR...                                           | INV0020794     | 08/15/2023 | NRPA CAREER CENTER - JOB<br>POSTING ATHLETIC COORDINA | 001-180-610-0000 | 174.00          |
| HANCOCK WHITNEY BANK CR...                                           | INV0020794     | 08/15/2023 | INDEED JOB POSTING                                    | 001-180-610-0000 | 65.31           |
| HANCOCK WHITNEY BANK CR...                                           | INV0020794     | 08/15/2023 | ADOBE ACROBAT                                         | 001-190-602-0000 | 8.51            |
| HANCOCK WHITNEY BANK CR...                                           | INV0020794     | 08/15/2023 | ADOBE ACROBAT PRO                                     | 001-190-602-0000 | 23.99           |
| HANCOCK WHITNEY BANK CR...                                           | INV0020794     | 08/15/2023 | ADOBE CREATIVE CLOUD                                  | 001-196-602-0000 | 84.99           |
| HANCOCK WHITNEY BANK CR...                                           | INV0020794     | 08/15/2023 | DIRIGO SOFTWARE                                       | 001-200-602-0000 | 398.00          |
| HANCOCK WHITNEY BANK CR...                                           | INV0020794     | 08/15/2023 | 4N6XPRT SYSTEMS                                       | 001-200-602-0000 | 715.00          |
| HANCOCK WHITNEY BANK CR...                                           | INV0020794     | 08/15/2023 | MODERN SAMURAI PROJECT -<br>RED DOT PISTOL COURSE BOU | 001-200-605-0607 | 1,400.00        |
| HANCOCK WHITNEY BANK CR...                                           | INV0020794     | 08/15/2023 | AXON - TASER INSTRUCTOR M<br>RIFF                     | 001-200-605-0607 | 495.00          |
| HANCOCK WHITNEY BANK CR...                                           | INV0020794     | 08/15/2023 | LEE - PANTS FOR FIRE CHIEF                            | 001-260-535-0531 | 150.98          |
| HANCOCK WHITNEY BANK CR...                                           | INV0020794     | 08/15/2023 | ADOBE ACROBAT PRO                                     | 001-260-602-0000 | 23.99           |
| HANCOCK WHITNEY BANK CR...                                           | INV0020794     | 08/15/2023 | WALMART - COMPUTER<br>MONITORS AND DOCK               | 001-260-603-0000 | 346.00          |
| HANCOCK WHITNEY BANK CR...                                           | INV0020794     | 08/15/2023 | WALMART - PATIO DINING SET<br>FOR FIRE DEPT           | 001-260-901-0915 | 699.99          |
| HANCOCK WHITNEY BANK CR...                                           | INV0020794     | 08/15/2023 | ADOBE ACROBAT PRO                                     | 001-300-602-0000 | 23.99           |
| HANCOCK WHITNEY BANK CR...                                           | INV0020794     | 08/15/2023 | EBAY - VACUUM BREAKER KIT<br>FOR FROST FREE VALVE     | 001-550-563-0000 | 32.80           |
| HANCOCK WHITNEY BANK CR...                                           | INV0020794     | 08/15/2023 | AMAZON - HI LIMIT SAFETY<br>THERMOSTAT                | 001-550-563-0000 | 80.64           |
| HANCOCK WHITNEY BANK CR...                                           | INV0020794     | 08/15/2023 | ADOBE ACROBAT PRO                                     | 001-550-602-0000 | 23.99           |
| HANCOCK WHITNEY BANK CR...                                           | INV0020794     | 08/15/2023 | THE GRAND THEATER                                     | 001-550-690-0000 | 1,826.25        |
| HANCOCK WHITNEY BANK CR...                                           | INV0020794     | 08/15/2023 | GULF HILLS HOTEL - FRIDAY AT<br>THE FORT BAND         | 010-140-703-0009 | 387.00          |
| HANCOCK WHITNEY BANK CR...                                           | INV0020794     | 08/15/2023 | NFPA LINK - CODE SOFTWARE                             | 161-260-686-0000 | 149.99          |
| <b>Vendor 01053 - HANCOCK WHITNEY BANK CREDIT CARD CENTER Total:</b> |                |            |                                                       |                  | <b>9,163.68</b> |
| <b>Vendor: 06263 - HANCOCK WHITNEY BANK</b>                          |                |            |                                                       |                  |                 |
| HANCOCK WHITNEY BANK                                                 | 232175         | 08/15/2023 | LEASE 076529 CATERPILLER<br>308E2 EXCAVATOR           | 401-800-810-0009 | 6.55            |
| HANCOCK WHITNEY BANK                                                 | 232175         | 08/15/2023 | LEASE 076529 CATERPILLER<br>308E2 EXCAVATOR           | 401-800-820-0009 | 2,191.49        |

## Expense Approval Report

| Vendor Name                                                 | Payable Number | Post Date  | Description (Item)                                     | Account Number   | Amount   |
|-------------------------------------------------------------|----------------|------------|--------------------------------------------------------|------------------|----------|
| HANCOCK WHITNEY BANK                                        | 232176         | 08/15/2023 | LEASE 076530 CATERPILLAR<br>926M LOADER                | 401-800-810-0008 | 11.06    |
| HANCOCK WHITNEY BANK                                        | 232176         | 08/15/2023 | LEASE 076530 CATERPILLAR<br>926M LOADER                | 401-800-820-0008 | 3,507.45 |
| Vendor 06263 - HANCOCK WHITNEY BANK Total:                  |                |            |                                                        |                  | 5,716.55 |
| Vendor: 00564 - HINTON'S PAINT & SPECIALTY                  |                |            |                                                        |                  |          |
| HINTON'S PAINT & SPECIALTY                                  | 25571.1        | 08/15/2023 | YELLOW BUMPER PAINT FOR<br>MARBLE SPRINGS              | 302-330-600-0600 | 99.00    |
| HINTON'S PAINT & SPECIALTY                                  | 25609          | 08/15/2023 | Paint for Lift Station                                 | 401-751-563-0000 | 500.00   |
| HINTON'S PAINT & SPECIALTY                                  | 25632          | 08/15/2023 | PAINT FOR PARKING LOTS<br>BLUE & WHITE                 | 001-140-643-0000 | 300.00   |
| Vendor 00564 - HINTON'S PAINT & SPECIALTY Total:            |                |            |                                                        |                  | 899.00   |
| Vendor: 06238 - JACKSON COUNTY ADULT DETENTION CENTER       |                |            |                                                        |                  |          |
| JACKSON COUNTY ADULT DET...                                 | INV0020782     | 08/15/2023 | PRISONER HOUSING JULY 2023                             | 001-200-520-0000 | 5,845.00 |
| Vendor 06238 - JACKSON COUNTY ADULT DETENTION CENTER Total: |                |            |                                                        |                  | 5,845.00 |
| Vendor: 02960 - JACKSON COUNTY BOARD OF SUPERVISORS         |                |            |                                                        |                  |          |
| JACKSON COUNTY BOARD OF ...                                 | INV0020701     | 08/15/2023 | FY23 ANIMAL SHELTER FEES                               | 001-200-640-0000 | 500.00   |
| Vendor 02960 - JACKSON COUNTY BOARD OF SUPERVISORS Total:   |                |            |                                                        |                  | 500.00   |
| Vendor: 04717 - JACKSON COUNTY BOARD OF SUPERVISORS         |                |            |                                                        |                  |          |
| JACKSON COUNTY BOARD OF ...                                 | INV0020781     | 08/15/2023 | 2023 SPRING HOUSEHOLD<br>HAZARDOUS WASTE<br>COLLECTION | 401-320-686-0000 | 4,293.64 |
| Vendor 04717 - JACKSON COUNTY BOARD OF SUPERVISORS Total:   |                |            |                                                        |                  | 4,293.64 |
| Vendor: 04863 - JACKSON COUNTY CHANCERY CLERK               |                |            |                                                        |                  |          |
| JACKSON COUNTY CHANCERY...                                  | 11089          | 08/15/2023 | CEMETERY DEEDS                                         | 040-140-616-0000 | 52.00    |
| Vendor 04863 - JACKSON COUNTY CHANCERY CLERK Total:         |                |            |                                                        |                  | 52.00    |
| Vendor: 02891 - JP MIDSOUTH CLEANING SYSTEMS                |                |            |                                                        |                  |          |
| JP MIDSOUTH CLEANING SYST...                                | 217518         | 08/15/2023 | JANITORIAL SERVICES AUG<br>2023                        | 001-196-600-0002 | 800.00   |
| Vendor 02891 - JP MIDSOUTH CLEANING SYSTEMS Total:          |                |            |                                                        |                  | 800.00   |
| Vendor: 06172 - KEVIN A WESTBROOK                           |                |            |                                                        |                  |          |
| KEVIN A WESTBROOK                                           | INV0020783     | 08/15/2023 | TECH DIRECTOR FEES JULY<br>2023                        | 001-196-688-0000 | 320.00   |
| Vendor 06172 - KEVIN A WESTBROOK Total:                     |                |            |                                                        |                  | 320.00   |
| Vendor: 06227 - KLOUD7 LLC                                  |                |            |                                                        |                  |          |
| KLOUD7 LLC                                                  | 20748          | 08/15/2023 | CITYWIDE PHONE SERVICE AUG<br>2023                     | 001-140-612-0000 | 4,046.84 |
| Vendor 06227 - KLOUD7 LLC Total:                            |                |            |                                                        |                  | 4,046.84 |
| Vendor: 032351 - KRYSTA PIERCE                              |                |            |                                                        |                  |          |
| KRYSTA PIERCE                                               | 095682         | 08/15/2023 | CAMELLIA POINTE CLEAN FOR<br>GALLERY ARTIST            | 001-196-645-0001 | 120.00   |
| Vendor 032351 - KRYSTA PIERCE Total:                        |                |            |                                                        |                  | 120.00   |
| Vendor: 05135 - LADD'S                                      |                |            |                                                        |                  |          |
| LADD'S                                                      | 01-314898      | 08/15/2023 | extension arm front lift                               | 001-550-563-0000 | 476.46   |
| LADD'S                                                      | 01-314898      | 08/15/2023 | SURCHARGE RECOVERY                                     | 001-550-563-0000 | 51.21    |
| LADD'S                                                      | 01-314898      | 08/15/2023 | brushing bass                                          | 001-550-563-0000 | 36.74    |
| LADD'S                                                      | 01-314898      | 08/15/2023 | hydraulics                                             | 001-550-563-0000 | 527.97   |
| LADD'S                                                      | 01-315224      | 08/15/2023 | SURCHARGE RECOVERY                                     | 001-550-563-0000 | 32.52    |
| LADD'S                                                      | 01-315224      | 08/15/2023 | JAC CYLINDER, HYDRAULIC                                | 001-550-563-0000 | 703.97   |
| Vendor 05135 - LADD'S Total:                                |                |            |                                                        |                  | 1,828.87 |
| Vendor: 03897 - LEWIS TRAILER SALES                         |                |            |                                                        |                  |          |
| LEWIS TRAILER SALES                                         | 115633         | 08/15/2023 | Flatbed install truck #11                              | 001-352-630-0000 | 4,932.00 |
| Vendor 03897 - LEWIS TRAILER SALES Total:                   |                |            |                                                        |                  | 4,932.00 |
| Vendor: 03109 - LEXIS-NEXIS                                 |                |            |                                                        |                  |          |
| LEXIS-NEXIS                                                 | 3094627221     | 08/15/2023 | LEXIS NEXIS SUBSCRIPTION<br>JULY 2023                  | 001-110-602-0000 | 128.00   |
| Vendor 03109 - LEXIS-NEXIS Total:                           |                |            |                                                        |                  | 128.00   |



## Expense Approval Report

| Vendor Name                                                         | Payable Number | Post Date  | Description (Item)                                 | Account Number   | Amount          |
|---------------------------------------------------------------------|----------------|------------|----------------------------------------------------|------------------|-----------------|
| <b>Vendor: 00510 - LOWE'S HOME CENTERS INC</b>                      |                |            |                                                    |                  |                 |
| LOWE'S HOME CENTERS INC                                             | 964423         | 08/15/2023 | WATER                                              | 001-550-560-0000 | 260.40          |
| LOWE'S HOME CENTERS INC                                             | 964430         | 08/15/2023 | GATORADE                                           | 001-550-560-0000 | 71.20           |
| LOWE'S HOME CENTERS INC                                             | 970228         | 08/15/2023 | 60-in Oiled Bronze Indoor Ceiling Fan              | 001-120-630-0000 | 516.80          |
| LOWE'S HOME CENTERS INC                                             | 901998         | 08/15/2023 | 1080942 IRWIN - 0.875-in Cold Chisel               | 401-751-548-0000 | 16.88           |
| LOWE'S HOME CENTERS INC                                             | 901998         | 08/15/2023 | Misc Tool(s)                                       | 401-751-548-0000 | 117.06          |
| LOWE'S HOME CENTERS INC                                             | 901998         | 08/15/2023 | 1080931 IRWIN - 1.75-in Masonry Chisel             | 401-751-548-0000 | 18.96           |
| LOWE'S HOME CENTERS INC                                             | 901998         | 08/15/2023 | 84660 DEWALT-8-in 14-Cutting Recip Saw Blade 5-Pk  | 401-751-548-0000 | 45.54           |
| LOWE'S HOME CENTERS INC                                             | 901998         | 08/15/2023 | Admin1483283 DEWALT-Impact Driver Bit (100-piece)  | 401-751-548-0000 | 42.73           |
| LOWE'S HOME CENTERS INC                                             | 901998         | 08/15/2023 | 1072090 DEWALT-12-in 14-Metal Cut Recip Saw(5 pk)  | 401-751-548-0000 | 47.46           |
| LOWE'S HOME CENTERS INC                                             | 901998         | 08/15/2023 | 472971 Southwire-5/16-in x 6-3/4-in Hex Nut Driver | 401-751-548-0000 | 39.76           |
| LOWE'S HOME CENTERS INC                                             | 981530         | 08/15/2023 | pitch forks                                        | 001-550-548-0000 | 162.39          |
| LOWE'S HOME CENTERS INC                                             | 925882         | 08/15/2023 | Lithonia Lighting 4-ft 1-Light Adjustable Lumens   | 001-550-560-0000 | 208.96          |
| LOWE'S HOME CENTERS INC                                             | 974692         | 08/15/2023 | Plants & Material for City Hall Flower Beds        | 001-353-546-0000 | 170.88          |
| <b>Vendor 00510 - LOWE'S HOME CENTERS INC Total:</b>                |                |            |                                                    |                  | <b>1,719.02</b> |
| <b>Vendor: 03259 - MANDAL AUTOMOTIVE OF D'IBERVILLE, INC.</b>       |                |            |                                                    |                  |                 |
| MANDAL AUTOMOTIVE OF D'...                                          | 6100412/1      | 08/15/2023 | 68596318AB Oil Cooler                              | 001-200-630-0000 | 147.15          |
| MANDAL AUTOMOTIVE OF D'...                                          | 6100412/1      | 08/15/2023 | 68248424AA Fuel pump wiring                        | 001-200-630-0000 | 192.50          |
| MANDAL AUTOMOTIVE OF D'...                                          | 6100412/1      | 08/15/2023 | 68499252AA 42 Way wire kit                         | 001-200-630-0000 | 205.00          |
| MANDAL AUTOMOTIVE OF D'...                                          | 6100412/1      | 08/15/2023 | 68535771AA fuel pump                               | 001-200-630-0000 | 180.90          |
| MANDAL AUTOMOTIVE OF D'...                                          | 6100412/1      | 08/15/2023 | 6825162AD TIPM                                     | 001-200-630-0000 | 448.75          |
| MANDAL AUTOMOTIVE OF D'...                                          | 6100412/1      | 08/15/2023 | 68295556AA Oil Pressure Switch                     | 001-200-630-0000 | 65.93           |
| MANDAL AUTOMOTIVE OF D'...                                          | 6100412/1      | 08/15/2023 | 68040486AA 8 Way wiring kit                        | 001-200-630-0000 | 98.43           |
| MANDAL AUTOMOTIVE OF D'...                                          | 6100412/1      | 08/15/2023 | 68522999AA 0W20 full syn oil                       | 001-200-630-0000 | 58.50           |
| MANDAL AUTOMOTIVE OF D'...                                          | 6100412/1      | 08/15/2023 | 68232614AA Intake Gasket                           | 001-200-630-0000 | 29.58           |
| MANDAL AUTOMOTIVE OF D'...                                          | 6100412/1      | 08/15/2023 | 68217514AD Plenum Gasket                           | 001-200-630-0000 | 32.58           |
| MANDAL AUTOMOTIVE OF D'...                                          | 6100412/1      | 08/15/2023 | 68163848AB Coolant                                 | 001-200-630-0000 | 37.51           |
| MANDAL AUTOMOTIVE OF D'...                                          | 6100412/1      | 08/15/2023 | 5145586AC Aux fuel pump                            | 001-200-630-0000 | 556.20          |
| MANDAL AUTOMOTIVE OF D'...                                          | 6100412/1      | 08/15/2023 | 5281374AA belt                                     | 001-200-630-0000 | 43.12           |
| MANDAL AUTOMOTIVE OF D'...                                          | 6100412/1      | 08/15/2023 | 5901 Coolant flush chem                            | 001-200-630-0000 | 46.27           |
| MANDAL AUTOMOTIVE OF D'...                                          | 6100412/1      | 08/15/2023 | Labor                                              | 001-200-630-0000 | 2,795.00        |
| MANDAL AUTOMOTIVE OF D'...                                          | 6100412/1      | 08/15/2023 | 4861756AA Engine air filter                        | 001-200-630-0000 | 51.75           |
| MANDAL AUTOMOTIVE OF D'...                                          | 6100412/1      | 08/15/2023 | 68079487 AB Air filter cabin                       | 001-200-630-0000 | 38.31           |
| MANDAL AUTOMOTIVE OF D'...                                          | 6100412/1      | 08/15/2023 | 55366298AA                                         | 001-200-630-0000 | 64.86           |
| MANDAL AUTOMOTIVE OF D'...                                          | 6102172/1      | 08/15/2023 | Diagnosis                                          | 001-200-630-0000 | 188.51          |
| MANDAL AUTOMOTIVE OF D'...                                          | 6102172/1      | 08/15/2023 | Labor                                              | 001-200-630-0000 | 1,133.57        |
| MANDAL AUTOMOTIVE OF D'...                                          | 6102172/1      | 08/15/2023 | 68367541AA Fuel pump                               | 001-200-630-0000 | 350.00          |
| MANDAL AUTOMOTIVE OF D'...                                          | 6102172/1      | 08/15/2023 | 4581410AE Fuel transfer pump                       | 001-200-630-0000 | 196.25          |
| MANDAL AUTOMOTIVE OF D'...                                          | 6102172/1      | 08/15/2023 | 55366298AA Fuel pump o ring                        | 001-200-630-0000 | 32.43           |
| MANDAL AUTOMOTIVE OF D'...                                          | 6102172/1      | 08/15/2023 | Cabin air filter                                   | 001-200-630-0000 | 12.50           |
| <b>Vendor 03259 - MANDAL AUTOMOTIVE OF D'IBERVILLE, INC. Total:</b> |                |            |                                                    |                  | <b>7,005.60</b> |
| <b>Vendor: 02191 - MARSHALL RIFF</b>                                |                |            |                                                    |                  |                 |
| MARSHALL RIFF                                                       | INV0020784     | 08/15/2023 | LODGING AND MEALS LITTLE ROCK, AR 7/23-7/28        | 001-200-605-0607 | 795.17          |
| <b>Vendor 02191 - MARSHALL RIFF Total:</b>                          |                |            |                                                    |                  | <b>795.17</b>   |
| <b>Vendor: 030961 - MCCLATCHY COMPANY LLC</b>                       |                |            |                                                    |                  |                 |
| MCCLATCHY COMPANY LLC                                               | 208438         | 08/15/2023 | 441595 - DEBRIS REMOVAL                            | 001-140-610-0000 | 211.20          |
| MCCLATCHY COMPANY LLC                                               | 208438         | 08/15/2023 | 441594 - DEBRIS MONITORING                         | 001-140-610-0000 | 211.20          |
| MCCLATCHY COMPANY LLC                                               | 208438         | 08/15/2023 | 441593                                             | 001-190-610-0000 | 34.90           |
| MCCLATCHY COMPANY LLC                                               | 208438         | 08/15/2023 | 449514 - PUBLIC HEARING HANSHAW RD ELLIOTT HOMES   | 001-190-610-0000 | 50.65           |

## Expense Approval Report

| Vendor Name                                             | Payable Number | Post Date  | Description (Item)                                | Account Number   | Amount   |
|---------------------------------------------------------|----------------|------------|---------------------------------------------------|------------------|----------|
| MCCLATCHY COMPANY LLC                                   | 208438         | 08/15/2023 | 446801 - PUBLIC HEARING STR PERMITS               | 001-190-610-0000 | 52.00    |
| MCCLATCHY COMPANY LLC                                   | 208438         | 08/15/2023 | 444032 - PUBLIC HEARING 710 GENERAL PERSHING 2109 | 001-190-610-0000 | 57.70    |
| MCCLATCHY COMPANY LLC                                   | 208438         | 08/15/2023 | 436596 - PUBLIC HEARING TIF                       | 001-190-610-0000 | 82.12    |
| MCCLATCHY COMPANY LLC                                   | 208438         | 08/15/2023 | 1609837 - ANNEXATION 7/26                         | 001-190-610-0000 | 600.00   |
| Vendor 030961 - MCCLATCHY COMPANY LLC Total:            |                |            |                                                   |                  | 1,299.77 |
| Vendor: 06196 - METRIX SOLUTIONS LLC                    |                |            |                                                   |                  |          |
| METRIX SOLUTIONS LLC                                    | M95221         | 08/15/2023 | ANNUAL BILLING FOR 2023-2024 YR 4                 | 001-200-602-0000 | 6,300.00 |
| Vendor 06196 - METRIX SOLUTIONS LLC Total:              |                |            |                                                   |                  | 6,300.00 |
| Vendor: 02610 - MID SOUTH UNIFORM & SUPPLY, INC.        |                |            |                                                   |                  |          |
| MID SOUTH UNIFORM & SUPP...                             | 641295         | 08/15/2023 | 475MJD-PD Rain jacket Regan XL                    | 001-200-535-0531 | 88.20    |
| MID SOUTH UNIFORM & SUPP...                             | 641295         | 08/15/2023 | 475MJD-PD Rain jacket Dye Large                   | 001-200-535-0531 | 88.20    |
| MID SOUTH UNIFORM & SUPP...                             | 641295         | 08/15/2023 | 475PTD Rain pants Bennett XL                      | 001-200-535-0531 | 56.64    |
| MID SOUTH UNIFORM & SUPP...                             | 641295         | 08/15/2023 | Shipping                                          | 001-200-535-0531 | 20.00    |
| MID SOUTH UNIFORM & SUPP...                             | 641295         | 08/15/2023 | 475MJD-PD Rain jacket Smith Large                 | 001-200-535-0531 | 88.20    |
| MID SOUTH UNIFORM & SUPP...                             | 641295         | 08/15/2023 | 475PTD Rain pants Dye Large                       | 001-200-535-0531 | 56.64    |
| MID SOUTH UNIFORM & SUPP...                             | 641295         | 08/15/2023 | 475MJD-PD Rain jacket Bennett XL                  | 001-200-535-0531 | 88.20    |
| MID SOUTH UNIFORM & SUPP...                             | 641295         | 08/15/2023 | 475PTD Rain pants Smith Large                     | 001-200-535-0531 | 56.64    |
| MID SOUTH UNIFORM & SUPP...                             | 641295         | 08/15/2023 | 475PTD Rain pants Regan XL                        | 001-200-535-0531 | 56.64    |
| MID SOUTH UNIFORM & SUPP...                             | 641358         | 08/15/2023 | X249965A-200 Patches                              | 001-200-535-0531 | 376.00   |
| Vendor 02610 - MID SOUTH UNIFORM & SUPPLY, INC. Total:  |                |            |                                                   |                  | 975.36   |
| Vendor: 03111 - MISSISSIPPI DEVELOPMENT AUTHORITY       |                |            |                                                   |                  |          |
| MISSISSIPPI DEVELOPMENT A...                            | INV0020785     | 08/15/2023 | GMS: 50466                                        | 401-800-810-0005 | 158.11   |
| MISSISSIPPI DEVELOPMENT A...                            | INV0020785     | 08/15/2023 | GMS: 50466                                        | 401-800-820-0005 | 1,713.49 |
| Vendor 03111 - MISSISSIPPI DEVELOPMENT AUTHORITY Total: |                |            |                                                   |                  | 1,871.60 |
| Vendor: 00289 - MISSISSIPPI MUNICIPAL LEAGUE            |                |            |                                                   |                  |          |
| MISSISSIPPI MUNICIPAL LEAG...                           | 36938          | 08/15/2023 | MML ANNUAL CONFERENCE - J. BURGESS                | 001-100-605-0607 | 350.00   |
| Vendor 00289 - MISSISSIPPI MUNICIPAL LEAGUE Total:      |                |            |                                                   |                  | 350.00   |
| Vendor: 04056 - MISSISSIPPI POWER                       |                |            |                                                   |                  |          |
| MISSISSIPPI POWER                                       | INV0020786     | 08/15/2023 | 08716-53020 927 WASHINGTON AVE - FESTIVAL POLE 2  | 001-301-625-0000 | 51.39    |
| MISSISSIPPI POWER                                       | INV0020786     | 08/15/2023 | 11912-91032 1018 PORTER CHRISTMAS LIGHTS          | 001-301-625-0000 | 51.39    |
| MISSISSIPPI POWER                                       | INV0020786     | 08/15/2023 | 40636-48013 2230 GOVERNMENT ST NEW SCHOOL CROSSIN | 001-301-625-0000 | 51.39    |
| MISSISSIPPI POWER                                       | INV0020786     | 08/15/2023 | 01267-96030 3199 GOVERNEMENT ST TRAFFIC LIGHT     | 001-301-625-0000 | 53.89    |
| MISSISSIPPI POWER                                       | INV0020786     | 08/15/2023 | 17231-93281 2230 GOVT ST, TACONI BB LIGHTING      | 001-301-625-0000 | 154.58   |
| MISSISSIPPI POWER                                       | INV0020786     | 08/15/2023 | 21030-05065 1409 GOVERNMENT ST METER FOR LIGHTS   | 001-301-625-0000 | 60.84    |
| MISSISSIPPI POWER                                       | INV0020786     | 08/15/2023 | 00739-95034 1702 DR JESSEE L TROTTER ST RESTROOM  | 001-550-625-0000 | 72.58    |
| Vendor 04056 - MISSISSIPPI POWER Total:                 |                |            |                                                   |                  | 496.06   |
| Vendor: 00156 - MISSISSIPPI POWER COMPANY               |                |            |                                                   |                  |          |
| MISSISSIPPI POWER COMPANY                               | INV0020787     | 08/15/2023 | 03661-61006 1018 PORTER ST                        | 001-140-625-0000 | 1,404.49 |
| MISSISSIPPI POWER COMPANY                               | INV0020787     | 08/15/2023 | 03451-61042 1014 PORTER ST                        | 001-140-625-0000 | 386.04   |
| MISSISSIPPI POWER COMPANY                               | INV0020787     | 08/15/2023 | 02191-61001 512 WASH AVE SENIOR CENTER            | 001-193-625-0000 | 707.14   |

## Expense Approval Report

| Vendor Name               | Payable Number | Post Date  | Description (Item)                              | Account Number   | Amount   |
|---------------------------|----------------|------------|-------------------------------------------------|------------------|----------|
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 01771-61009 512 WASH. AVE. COMMUNITY CENTER     | 001-194-625-0000 | 1,180.24 |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 39097-91021 MARY C OUTDOOR LIGHTS               | 001-196-625-0000 | 98.53    |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 43938-12027 1600 GOVT ST. MARY O KEEFE          | 001-196-625-0000 | 4,468.55 |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 06561-63012 500 BIENVILLE BLVD                  | 001-197-625-0000 | 99.01    |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 09418-25010 731 WASHINGTON AVE                  | 001-197-625-0000 | 27.63    |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 04291-61008 523 DEWEY AVE                       | 001-200-625-0000 | 646.57   |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 12021-63005 1226 BIENVILLE BLVD                 | 001-260-625-0000 | 714.42   |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 56971-62007 2850 GOVT ST. - FD                  | 001-260-625-0000 | 415.65   |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 22981-63016 726 PINE DR                         | 001-300-625-0000 | 1,016.58 |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 23821-63002 712 PINE DR                         | 001-300-625-0000 | 430.44   |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 23191-63009 712 PINE DRIVE UNIT A               | 001-300-625-0000 | 929.40   |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 22351-62028 712 PINE DR                         | 001-300-625-0000 | 211.77   |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 22771-63016 710 PINE DRIVE                      | 001-300-625-0000 | 554.99   |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 99841-61005 317 CALHOUN ST                      | 001-301-625-0000 | 59.71    |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 51741-62018 2339 GOVT STREET                    | 001-301-625-0000 | 59.56    |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 03457-56023 1314 GOVERNMENT ST                  | 001-301-625-0000 | 60.98    |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 14196-61145 712 PINE DR                         | 001-301-625-0000 | 58.27    |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 17221-52008 2014 BIENVILLE BLVD TRAFFIC LIGHT   | 001-301-625-0000 | 60.27    |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 03753-61078 1103 BRISTOL BLVD                   | 001-301-625-0000 | 51.91    |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 08435-88152 500 FRONT BEACH DR                  | 001-301-625-0000 | 51.96    |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 39541-62007 436 HANLEY RD - SCHOOL CAUTION      | 001-301-625-0000 | 53.89    |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 19352-15205 702 CHURCH ST                       | 001-301-625-0000 | 51.39    |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 39331-62007 158 LAFAYETTE CIRCLE SCHOOL CAUTION | 001-301-625-0000 | 53.89    |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 14791-62001 1802 GOVT STREET                    | 001-301-625-0000 | 53.75    |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 18214-06027 1599 BIENVILLE BLVD                 | 001-301-625-0000 | 53.70    |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 45432-83007 1015 DESOTO ST                      | 001-301-625-0000 | 53.55    |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 20199-66139 1011 DESOTO ST                      | 001-301-625-0000 | 51.39    |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 32449-80008 809 WASHINGTON AVE                  | 001-301-625-0000 | 51.39    |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 41176-44018 / 1025 GOVERNMENT ST                | 001-301-625-0000 | 51.39    |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 59394-34031 927 WASHINGTON AVE                  | 001-301-625-0000 | 51.39    |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 80521-62006 511 WASHINGTON AVE                  | 001-301-625-0000 | 51.39    |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 53601-61007 3000 BIENVILLE                      | 001-301-625-0000 | 53.04    |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 16987-49004 19 GENERAL PERSHING AVE SHEARWATER  | 001-301-625-0000 | 53.04    |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 03799-68019 1102 BIENVILLE BLVD                 | 001-301-625-0000 | 52.20    |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 04081-61017 520 DEWEY AVE                       | 001-301-625-0000 | 52.09    |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 23857-94009 725 PINE DR                         | 001-301-625-0000 | 51.96    |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 91431-61003 1005 THORN SCHOOL                   | 001-301-625-0000 | 51.39    |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 10299-70019 690 WASHINGTON AVE                  | 001-301-625-0000 | 51.39    |

## Expense Approval Report

| Vendor Name               | Payable Number | Post Date  | Description (Item)                                | Account Number   | Amount    |
|---------------------------|----------------|------------|---------------------------------------------------|------------------|-----------|
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 05432-61187 3101 BREEZY HILL LN                   | 001-301-625-0000 | 54.32     |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 64321-63003 3420 GOVT ST                          | 001-301-625-0000 | 54.32     |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 08852-33170 1010 GOVT STREET                      | 001-301-625-0000 | 54.41     |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 43430-85025 2901 GOVT TRAFFIC                     | 001-301-625-0000 | 66.59     |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 62841-61008 2701 BIENVILLE                        | 001-301-625-0000 | 62.81     |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 59901-61008 1103 BRISTOL BLVD                     | 001-301-625-0000 | 62.81     |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 18210-80112 100 EARLE TAYLOR                      | 001-301-625-0000 | 57.26     |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 27570-71026 590 WASHINGTON AVE                    | 001-301-625-0000 | 22.89     |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 47301-61005 1109 IBERVILLE DR                     | 001-301-625-0000 | 23.12     |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 01834-84166 1802 GOVT STREET                      | 001-301-625-0000 | 27.05     |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 22924-14005 STREET LIGHTS OSU2                    | 001-301-625-0000 | 49.28     |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 29711-61021 / 1000 WASHINGTON AVE (MARSHALL PARK) | 001-301-625-0000 | 57.71     |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 02014-61047 400 HOLCOMB BLVD TRAFFIC LIGHT        | 001-301-625-0000 | 51.39     |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 18934-23063 1600 GOVT STREET                      | 001-301-625-0000 | 57.06     |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 33475-02017 916 MLK JR                            | 001-301-625-0000 | 55.59     |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 89121-61005 801 HOLCOMB BLVD                      | 001-301-625-0000 | 55.53     |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 24456-60017 98 FRONT BEACH DRIVE                  | 001-301-625-0000 | 54.98     |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 04398-10027 95 ASHLEY PLACE                       | 001-301-625-0000 | 54.84     |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 09555-13014 619 WASHINGTON AVE                    | 001-301-625-0000 | 54.45     |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 05434-88053 1017 DESOTO ST                        | 001-301-625-0000 | 51.39     |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 08550-38041 919 CASH ALLEY                        | 001-301-625-0000 | 51.39     |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 02417-20052 920 CASH ALLEY                        | 001-301-625-0000 | 51.39     |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 09291-63002 1102 BIENVILLE BLVD                   | 001-301-625-0000 | 78.66     |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 66831-61002 2107 BIENVILLE                        | 001-301-625-0000 | 62.25     |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 46681-63008 2850 GOVT STREET CAUTION LIGHT        | 001-301-625-0000 | 68.00     |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 04097-78132 297 FRONT BEACH DR                    | 001-301-625-0000 | 153.44    |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 36122-11009 1403 GOVT STREET                      | 001-301-625-0000 | 187.46    |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 18099-70073 598 FRONT BEACH DR                    | 001-301-625-0000 | 151.58    |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 25770-40023 1104 GOVT STREET                      | 001-301-625-0000 | 128.98    |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 20681-64001 STREET LIGHTS                         | 001-301-625-0000 | 24,128.99 |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 00911-62042 312 ALICE ST                          | 001-301-625-0000 | 114.90    |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 22141-61003 1400 MIDDLE AVE                       | 001-301-625-0000 | 696.27    |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 67681-51002 499 FRONT BEACH DR                    | 001-301-625-0000 | 547.81    |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 11445-27007 / 927 WASHINGTON AVE TEMP POLE        | 001-301-625-0000 | 84.14     |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 01117-60046 1101 DESOTO ST                        | 001-301-625-0000 | 80.78     |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 81991-61001 918 CALHOUN ST                        | 001-301-625-0000 | 94.22     |

## Expense Approval Report

| Vendor Name               | Payable Number | Post Date  | Description (Item)                               | Account Number   | Amount   |
|---------------------------|----------------|------------|--------------------------------------------------|------------------|----------|
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 09399-64084 3155 BIENVILLE BLVD                  | 001-301-625-0000 | 79.76    |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 14171-36005 / 100 FRONT BEACH - OS/BILOXI BRIDGE | 001-301-625-0000 | 4,871.67 |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 46389-82004 499 FRONT BEACH DR                   | 001-301-625-0000 | 246.95   |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 10041-29089 98 FRONT BEACH METERED LIGHTING      | 001-301-625-0000 | 114.13   |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 79011-61007 1504 BIENVILLE BLVD                  | 001-301-625-0000 | 76.81    |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 05790-80041 1600 GOVT ST UNIT B                  | 001-301-625-0000 | 76.26    |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 57831-62000 417 HOLCOMB BLVD                     | 001-301-625-0000 | 69.79    |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 28595-76017 / 1226 BIENVILLE BLVD                | 001-301-625-0000 | 76.10    |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 01239-32141 2651 GOV'T ST                        | 001-301-625-0000 | 70.69    |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 20051-64001 714 PINE DRIVE                       | 001-301-625-0000 | 339.14   |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 21879-95000 1101 BOWEN AVE                       | 001-301-625-0000 | 74.40    |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 23401-63002 726 PINE DR                          | 001-550-625-0000 | 127.70   |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 22361-64008 317 CALHOUN ST                       | 001-550-625-0000 | 9.95     |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 28621-61002 214 MORRIS NOBLE RD                  | 001-550-625-0000 | 20.77    |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 11109-44003 214 MORRIS NOBLE RD PUMP/SPRAY PARK  | 001-550-625-0000 | 100.24   |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 47511-61005 499 FRONT BEACH                      | 001-550-625-0000 | 122.73   |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 21311-64006 902 MLK JR                           | 001-550-625-0000 | 107.77   |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 32201-62008 407 HALSTEAD RD                      | 001-550-625-0000 | 13.39    |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 00931-24022 1409 MIDDLE AVE                      | 001-550-625-0000 | 223.34   |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 00701-62006 400 ALICE ST                         | 001-550-625-0000 | 1,472.31 |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 46491-63015 1805 KENSINGTON AVE                  | 001-550-625-0000 | 86.14    |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 22571-64008 1805 KENSINGTON AVE                  | 001-550-625-0000 | 196.05   |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 10679-55016 405-B HALSTEAD RD TENNIS PAVILLION   | 001-550-625-0000 | 244.20   |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 05236-50008 214 MORRIS NOBLE RD                  | 001-550-625-0000 | 53.89    |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 12759-08061 HALSTEAD TENNIS                      | 001-550-625-0000 | 636.89   |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 43111-61005 214 MORRIS NOBLE RD                  | 001-550-625-0000 | 479.34   |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 16635-10013 1221 BRISTOL BLVD                    | 001-550-625-0000 | 56.34    |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 54249-57018 400 ALICE ST SHED                    | 001-550-625-0000 | 247.10   |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 47721-61005 1805 KENSINGTON AVE INNER HARBOR     | 001-550-625-0000 | 58.89    |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 24451-62007 1425 PORTER ST                       | 001-550-625-0000 | 346.02   |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 00692-18033 711 MAGNOLIA AVE GYM                 | 001-550-625-0000 | 1,641.65 |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 61201-62018 PARK COMM 902 MLK                    | 001-550-625-0000 | 62.66    |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 00701-62006 400 ALICE ST                         | 008-550-603-0001 | 1,160.00 |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 24451-62007 LEASE 1425 PORTER ST (FREEDOM FIELD) | 008-550-603-0003 | 3,970.00 |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 08435-88152 500 FRONT BEACH / BEACH LIGHT LEASE  | 008-550-603-0004 | 1,170.00 |



## Expense Approval Report

| Vendor Name               | Payable Number | Post Date  | Description (Item)                     | Account Number   | Amount   |
|---------------------------|----------------|------------|----------------------------------------|------------------|----------|
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 66871-62005 824 HANDY AVE              | 401-750-625-0000 | 2,149.45 |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 31781-62003 405 HALSTEAD WELL 8        | 401-750-625-0000 | 3,276.10 |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 15631-59054 712 - C PINE STREET        | 401-750-625-0000 | 340.70   |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 02401-61004 512 WASH AVE.              | 401-750-625-0000 | 634.55   |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 02990-62016 405 HALSTEAD               | 401-750-625-0000 | 58.14    |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 13230-40143 LS1/204 WASHINGTON AVE     | 401-751-625-0000 | 510.24   |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 13195-70012 LS 76/ RUE DAUPHINE        | 401-751-625-0000 | 54.36    |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 09101-62024 LS 60/107 HALSTEAD RD      | 401-751-625-0000 | 54.27    |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 51721-62001 LS 57 / 703 PINE HILLS RD  | 401-751-625-0000 | 54.17    |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 59481-63009 LS 10 / 2950 BIENVILLE     | 401-751-625-0000 | 246.03   |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 81971-62000 LS 18 / 300 BRUMBAUGH RD   | 401-751-625-0000 | 230.91   |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 39161-64007 LS 50 / 1309 COVE PLACE    | 401-751-625-0000 | 53.61    |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 24241-63004 712 PINE DR/BARN SEWER     | 401-751-625-0000 | 219.85   |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 03411-63013 LS 32-1338 DILLER RD       | 401-751-625-0000 | 106.11   |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 66001-63000 LS 12 / 3400 GOVT ST       | 401-751-625-0000 | 466.15   |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 28611-62005 LS9 / 3227 CUMBERLAND RD   | 401-751-625-0000 | 434.36   |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 41231-62009 LS 20 / 113 HALSTEAD       | 401-751-625-0000 | 104.46   |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 03049-85028 LS 94 - 813 IBERVILLE DR   | 401-751-625-0000 | 53.19    |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 61791-61003 LS 55 / 2709 BIENVILLE     | 401-751-625-0000 | 56.16    |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 81131-62000 LS 56 / 112 MYRTLE AVE     | 401-751-625-0000 | 56.18    |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 06666-53014 LS 27/ 703 E BEACH DR      | 401-751-625-0000 | 78.76    |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 30711-63000 LS 8 / 2000 BIENVILLE BLVD | 401-751-625-0000 | 277.25   |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 02534-53011 LS 88/ 1112 HELLMERS LN    | 401-751-625-0000 | 403.05   |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 58241-62008 LS 48 / 507 BRUMBAUGH RD   | 401-751-625-0000 | 74.05    |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 02551-67009 LS 7-1319 IBERVILLE DR     | 401-751-625-0000 | 288.92   |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 89961-62002 LS 23 / 215 MITCHELL       | 401-751-625-0000 | 72.94    |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 26541-63016 LS67 / 4 CHANDELUER COVE   | 401-751-625-0000 | 59.84    |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 25723-62006 LS73 / 503 RUE MAUREPAS    | 401-751-625-0000 | 69.60    |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 71451-61009 LS 30 / 1203 NELSON DR     | 401-751-625-0000 | 62.06    |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 05721-63001 LS 81/ 500 BIENVILLE BLVD  | 401-751-625-0000 | 56.09    |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 42101-64000 LS 49 / 1302 FORT AVE      | 401-751-625-0000 | 53.04    |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 05318-68087 LS 95-706 MAGNOLIA         | 401-751-625-0000 | 53.19    |
| MISSISSIPPI POWER COMPANY | INV0020787     | 08/15/2023 | 71041-62000 LS 13 / 102 BRYANT         | 401-751-625-0000 | 199.93   |

## Expense Approval Report

| Vendor Name                                     | Payable Number | Post Date  | Description (Item)                          | Account Number   | Amount    |
|-------------------------------------------------|----------------|------------|---------------------------------------------|------------------|-----------|
| MISSISSIPPI POWER COMPANY                       | INV0020787     | 08/15/2023 | 00691-62009 LS 14 - 424<br>WHISPERING PINES | 401-751-625-0000 | 102.49    |
| MISSISSIPPI POWER COMPANY                       | INV0020787     | 08/15/2023 | 16646-41044 LS 90/ 700<br>HIDDEN OAKS DR    | 401-751-625-0000 | 99.48     |
| MISSISSIPPI POWER COMPANY                       | INV0020787     | 08/15/2023 | 25071-63002 LS22/120<br>HOLCOLMB            | 401-751-625-0000 | 123.43    |
| MISSISSIPPI POWER COMPANY                       | INV0020787     | 08/15/2023 | 62051-64009 LS 6 / 261<br>LOVERS LANE       | 401-751-625-0000 | 99.30     |
| MISSISSIPPI POWER COMPANY                       | INV0020787     | 08/15/2023 | 19181-62009 LS 19- 611 E<br>BEACH DR        | 401-751-625-0000 | 98.17     |
| MISSISSIPPI POWER COMPANY                       | INV0020787     | 08/15/2023 | 24421-62005 LS28/2826<br>BELMONT DR         | 401-751-625-0000 | 138.16    |
| MISSISSIPPI POWER COMPANY                       | INV0020787     | 08/15/2023 | 71671-62000 LS 47 / BREEZY<br>HILL LN       | 401-751-625-0000 | 97.38     |
| MISSISSIPPI POWER COMPANY                       | INV0020787     | 08/15/2023 | 92921-62003 LS 4 / 202<br>CLEVELAND         | 401-751-625-0000 | 96.68     |
| MISSISSIPPI POWER COMPANY                       | INV0020787     | 08/15/2023 | 18961-63000 LS 15/ 509<br>SHADOWLAWN        | 401-751-625-0000 | 158.77    |
| MISSISSIPPI POWER COMPANY                       | INV0020787     | 08/15/2023 | 42281-63008 LS 21 / 100<br>HOLCOMB          | 401-751-625-0000 | 94.50     |
| MISSISSIPPI POWER COMPANY                       | INV0020787     | 08/15/2023 | 76541-62005 LS 2 / 422<br>MARTIN AVE        | 401-751-625-0000 | 62.20     |
| MISSISSIPPI POWER COMPANY                       | INV0020787     | 08/15/2023 | 01814-13016 LS 86/400<br>HANLEY RD          | 401-751-625-0000 | 67.57     |
| MISSISSIPPI POWER COMPANY                       | INV0020787     | 08/15/2023 | 05916-40005 LS 74/401 RUE<br>CHATEAUGUAY    | 401-751-625-0000 | 94.34     |
| MISSISSIPPI POWER COMPANY                       | INV0020787     | 08/15/2023 | 36851-61007 LS 5 / 647<br>JACKSON AVE       | 401-751-625-0000 | 208.29    |
| MISSISSIPPI POWER COMPANY                       | INV0020787     | 08/15/2023 | 30521-62001 LS 16 / 120<br>WOODLAND CIRCLE  | 401-751-625-0000 | 91.88     |
| MISSISSIPPI POWER COMPANY                       | INV0020787     | 08/15/2023 | 91411-63009 LS 23 / 111<br>WINCHESTER       | 401-751-625-0000 | 92.52     |
| MISSISSIPPI POWER COMPANY                       | INV0020787     | 08/15/2023 | 58461-62002 LS 24 / 417<br>HOLCOMB          | 401-751-625-0000 | 51.39     |
| MISSISSIPPI POWER COMPANY                       | INV0020787     | 08/15/2023 | 75471-62002 LS 39 / 110<br>SIMON BLVD       | 401-751-625-0000 | 52.81     |
| MISSISSIPPI POWER COMPANY                       | INV0020787     | 08/15/2023 | 00874-01009 LS 75 - RUE<br>RIVAGE ST        | 401-751-625-0000 | 52.62     |
| MISSISSIPPI POWER COMPANY                       | INV0020787     | 08/15/2023 | 08871-63019 LS 83/ 1104<br>BIENVILLE BLVD   | 401-751-625-0000 | 87.89     |
| MISSISSIPPI POWER COMPANY                       | INV0020787     | 08/15/2023 | 71661-61009 LS 77 / 1212<br>NELSON DR       | 401-751-625-0000 | 51.58     |
| MISSISSIPPI POWER COMPANY                       | INV0020787     | 08/15/2023 | 66671-64003 LS 43 / 320<br>LOVERS LANE      | 401-751-625-0000 | 51.67     |
| MISSISSIPPI POWER COMPANY                       | INV0020787     | 08/15/2023 | 03878-70000 LS 3 - 1310<br>HARBOR RD        | 401-751-625-0000 | 51.53     |
| MISSISSIPPI POWER COMPANY                       | INV0020787     | 08/15/2023 | 51081-61007 LS 11 / 19<br>NOTTINGHAM RD     | 401-751-625-0000 | 362.75    |
| MISSISSIPPI POWER COMPANY                       | INV0020787     | 08/15/2023 | 27637-29024 711 MAGNOLIA<br>AVE YMCA        | 551-551-625-0000 | 1,861.11  |
| MISSISSIPPI POWER COMPANY                       | INV0020787     | 08/15/2023 | 11431-62048 711 MAGNOLIA<br>AVE HEADSTART   | 551-551-625-0000 | 2,270.31  |
| Vendor 00156 - MISSISSIPPI POWER COMPANY Total: |                |            |                                             |                  | 78,574.00 |
| Vendor: 031061 - MONARCH TRACKING LLC           |                |            |                                             |                  |           |
| MONARCH TRACKING LLC                            | INV66684       | 08/15/2023 | GPS MONTHLY SERVICE                         | 001-120-600-0600 | 22.00     |
| MONARCH TRACKING LLC                            | INV66684       | 08/15/2023 | GPS MONTHLY SERVICE                         | 001-191-600-0600 | 66.00     |
| MONARCH TRACKING LLC                            | INV66684       | 08/15/2023 | GPS MONTHLY SERVICE                         | 001-200-600-0600 | 198.00    |
| MONARCH TRACKING LLC                            | INV66684       | 08/15/2023 | GPS MONTHLY SERVICE                         | 001-260-600-0600 | 88.00     |
| MONARCH TRACKING LLC                            | INV66684       | 08/15/2023 | GPS MONTHLY SERVICE                         | 001-300-600-0600 | 825.00    |
| MONARCH TRACKING LLC                            | INV66684       | 08/15/2023 | GPS MONTHLY SERVICE                         | 001-550-600-0600 | 484.00    |
| MONARCH TRACKING LLC                            | INV66684       | 08/15/2023 | GPS MONTHLY SERVICE                         | 401-300-600-0600 | 495.00    |
| Vendor 031061 - MONARCH TRACKING LLC Total:     |                |            |                                             |                  | 2,178.00  |

## Expense Approval Report

| Vendor Name                                                  | Payable Number    | Post Date  | Description (Item)                                | Account Number   | Amount          |
|--------------------------------------------------------------|-------------------|------------|---------------------------------------------------|------------------|-----------------|
| <b>Vendor: 00559 - MPH INDUSTRIES INC</b>                    |                   |            |                                                   |                  |                 |
| MPH INDUSTRIES INC                                           | 6021161           | 08/15/2023 | 951527 Cable kit B3 radar                         | 001-200-563-0000 | 105.00          |
| MPH INDUSTRIES INC                                           | 6021161           | 08/15/2023 | Shipping                                          | 001-200-563-0000 | 15.95           |
| <b>Vendor 00559 - MPH INDUSTRIES INC Total:</b>              |                   |            |                                                   |                  | <b>120.95</b>   |
| <b>Vendor: 03036 - MYERS &amp; COMPANY, INC.</b>             |                   |            |                                                   |                  |                 |
| MYERS & COMPANY, INC.                                        | C230714           | 08/15/2023 | Kilwins Lic. to Encroach - Appraisals             | 001-120-699-0000 | 1,250.00        |
| <b>Vendor 03036 - MYERS &amp; COMPANY, INC. Total:</b>       |                   |            |                                                   |                  | <b>1,250.00</b> |
| <b>Vendor: 031331 - NEWELL PAPER COMPANY</b>                 |                   |            |                                                   |                  |                 |
| NEWELL PAPER COMPANY                                         | 4155003           | 08/15/2023 | RST3858X2C NS# 38X58 CLEAR LINER 2MIL 100/CS (49) | 001-301-560-0000 | 1,113.63        |
| NEWELL PAPER COMPANY                                         | 4115125/CM4154591 | 08/15/2023 | 756090 SP# OFF! DEEP WOODS REPELLANT 12/6OZ/CS    | 001-301-560-0000 | 40.38           |
| <b>Vendor 031331 - NEWELL PAPER COMPANY Total:</b>           |                   |            |                                                   |                  | <b>1,154.01</b> |
| <b>Vendor: 032391 - NICOLE MAY</b>                           |                   |            |                                                   |                  |                 |
| NICOLE MAY                                                   | INV0020795        | 08/15/2023 | REFUND OVERCHARGED SUMMER CAMP FEES               | 001-001-316-0001 | 77.14           |
| <b>Vendor 032391 - NICOLE MAY Total:</b>                     |                   |            |                                                   |                  | <b>77.14</b>    |
| <b>Vendor: 03930 - OCEAN MARINE, INC.</b>                    |                   |            |                                                   |                  |                 |
| OCEAN MARINE, INC.                                           | 107492            | 08/15/2023 | Drive Shaft Collar                                | 001-260-563-0000 | 13.05           |
| OCEAN MARINE, INC.                                           | 107492            | 08/15/2023 | Spacer                                            | 001-260-563-0000 | 8.10            |
| OCEAN MARINE, INC.                                           | 107492            | 08/15/2023 | Water Pump Housing                                | 001-260-563-0000 | 31.66           |
| <b>Vendor 03930 - OCEAN MARINE, INC. Total:</b>              |                   |            |                                                   |                  | <b>52.81</b>    |
| <b>Vendor: 06229 - OVERSTREET AND ASSOCIATES, PLLC</b>       |                   |            |                                                   |                  |                 |
| OVERSTREET AND ASSOCIATES.. 2948                             |                   | 08/15/2023 | CITY ENGINEERING JULY 2023                        | 401-750-600-0611 | 435.00          |
| <b>Vendor 06229 - OVERSTREET AND ASSOCIATES, PLLC Total:</b> |                   |            |                                                   |                  | <b>435.00</b>   |
| <b>Vendor: 04785 - PARIS ACE HARDWARE</b>                    |                   |            |                                                   |                  |                 |
| PARIS ACE HARDWARE                                           | 41220724          | 08/15/2023 | OPEN PO for Ground Maintenance                    | 001-550-630-0000 | 23.38           |
| PARIS ACE HARDWARE                                           | 41220727          | 08/15/2023 | OPEN PO for Ground Maintenance                    | 001-550-630-0000 | 24.99           |
| PARIS ACE HARDWARE                                           | 41222560          | 08/15/2023 | OPEN PO for Ground Maintenance                    | 001-550-630-0000 | 26.98           |
| PARIS ACE HARDWARE                                           | 41222594          | 08/15/2023 | open PO for building maintenance supplies         | 001-550-560-0000 | 8.44            |
| PARIS ACE HARDWARE                                           | 41222657          | 08/15/2023 | open PO for building maintenance supplies         | 001-550-560-0000 | 27.98           |
| PARIS ACE HARDWARE                                           | 41222693          | 08/15/2023 | open PO for building maintenance supplies         | 001-550-560-0000 | 13.18           |
| PARIS ACE HARDWARE                                           | 41222809          | 08/15/2023 | OPEN PO for Ground Maintenance                    | 001-550-630-0000 | 28.69           |
| PARIS ACE HARDWARE                                           | 41223137          | 08/15/2023 | OPEN PO for Ground Maintenance                    | 001-550-630-0000 | 21.54           |
| PARIS ACE HARDWARE                                           | 41223141          | 08/15/2023 | OPEN PO for Ground Maintenance                    | 001-550-630-0000 | 23.99           |
| PARIS ACE HARDWARE                                           | 41223156          | 08/15/2023 | open PO for building maintenance supplies         | 001-550-560-0000 | 25.47           |
| PARIS ACE HARDWARE                                           | 412223874         | 08/15/2023 | OPEN PO for Ground Maintenance                    | 001-550-630-0000 | 81.57           |
| PARIS ACE HARDWARE                                           | 41223938          | 08/15/2023 | open PO for building maintenance supplies         | 001-550-560-0000 | 16.37           |
| PARIS ACE HARDWARE                                           | 41225235          | 08/15/2023 | open PO for building maintenance supplies         | 001-550-560-0000 | 7.68            |
| PARIS ACE HARDWARE                                           | 41225347          | 08/15/2023 | open PO for building maintenance supplies         | 001-550-560-0000 | 18.49           |
| PARIS ACE HARDWARE                                           | 41226096          | 08/15/2023 | open PO for building maintenance supplies         | 001-550-560-0000 | 69.27           |
| PARIS ACE HARDWARE                                           | 41226279          | 08/15/2023 | Citywide Maintenance Supplies                     | 001-140-643-0000 | 55.52           |
| PARIS ACE HARDWARE                                           | 41226476          | 08/15/2023 | Citywide Maintenance Supplies                     | 001-140-643-0000 | 21.59           |
| PARIS ACE HARDWARE                                           | 41227262          | 08/15/2023 | OPEN PO for Ground Maintenance                    | 001-550-630-0000 | 37.68           |

## Expense Approval Report

| Vendor Name                                               | Payable Number | Post Date  | Description (Item)                                 | Account Number   | Amount          |
|-----------------------------------------------------------|----------------|------------|----------------------------------------------------|------------------|-----------------|
| PARIS ACE HARDWARE                                        | 41227263       | 08/15/2023 | Citywide Maintenance Supplies                      | 001-140-643-0000 | 8.63            |
| PARIS ACE HARDWARE                                        | 41227390       | 08/15/2023 | OPEN PO for Ground Maintenance                     | 001-550-630-0000 | 7.71            |
| PARIS ACE HARDWARE                                        | 41227473       | 08/15/2023 | open PO for building maintenance supplies          | 001-550-560-0000 | 24.99           |
| PARIS ACE HARDWARE                                        | 41227633       | 08/15/2023 | OPEN PO for Ground Maintenance                     | 001-550-630-0000 | 30.48           |
| PARIS ACE HARDWARE                                        | 41228015       | 08/15/2023 | open PO for building maintenance supplies          | 001-550-560-0000 | 15.54           |
| PARIS ACE HARDWARE                                        | 41228294       | 08/15/2023 | open purchase order for building maintenance       | 001-550-560-0000 | 20.49           |
| PARIS ACE HARDWARE                                        | 41228337       | 08/15/2023 | Citywide Maintenance Supplies                      | 001-140-643-0000 | 40.31           |
| PARIS ACE HARDWARE                                        | 41228395       | 08/15/2023 | open purchase order for building maintenance       | 001-550-560-0000 | 79.77           |
| PARIS ACE HARDWARE                                        | 41228694       | 08/15/2023 | OPEN PO FOR Grounds Maintenance                    | 001-550-563-0000 | 35.60           |
| <b>Vendor 04785 - PARIS ACE HARDWARE Total:</b>           |                |            |                                                    |                  | <b>796.33</b>   |
| <b>Vendor: 02909 - PATRICIA PINSON</b>                    |                |            |                                                    |                  |                 |
| PATRICIA PINSON                                           | INV0020788     | 08/15/2023 | GALLERY INSTALLATION / HISTORY MUSEUM EXPANSION    | 001-196-688-0000 | 697.00          |
| <b>Vendor 02909 - PATRICIA PINSON Total:</b>              |                |            |                                                    |                  | <b>697.00</b>   |
| <b>Vendor: 003141 - PJG, INC</b>                          |                |            |                                                    |                  |                 |
| PJG, INC                                                  | 2304076        | 08/15/2023 | GRADUATION MEDALLIONS FOR MYC                      | 001-120-552-0000 | 144.00          |
| <b>Vendor 003141 - PJG, INC Total:</b>                    |                |            |                                                    |                  | <b>144.00</b>   |
| <b>Vendor: 031861 - PREMIER LANDSCAPING LLC</b>           |                |            |                                                    |                  |                 |
| PREMIER LANDSCAPING LLC                                   | 612            | 08/15/2023 | ZONE 3 GOVERNMENT 8/3                              | 001-301-600-0601 | 850.00          |
| PREMIER LANDSCAPING LLC                                   | 612            | 08/15/2023 | PUBLIC SAFETY COMPLEX 7/31                         | 001-301-600-0601 | 670.00          |
| PREMIER LANDSCAPING LLC                                   | 612            | 08/15/2023 | ZONE 2 HANSHAW ROAD 8/1                            | 001-301-600-0601 | 250.00          |
| PREMIER LANDSCAPING LLC                                   | 613            | 08/15/2023 | MOW, EDGE, TRIM PUBLIC SAFETY COMPLEX / HWY 90 MED | 001-301-600-0601 | 2,070.00        |
| <b>Vendor 031861 - PREMIER LANDSCAPING LLC Total:</b>     |                |            |                                                    |                  | <b>3,840.00</b> |
| <b>Vendor: 06127 - QUANTICO TACTICAL</b>                  |                |            |                                                    |                  |                 |
| QUANTICO TACTICAL                                         | 23378          | 08/15/2023 | 1.75 Cobra belt OD XL                              | 001-200-535-0531 | 135.42          |
| QUANTICO TACTICAL                                         | 23378          | 08/15/2023 | Shipping                                           | 001-200-535-0531 | 25.00           |
| QUANTICO TACTICAL                                         | 23378          | 08/15/2023 | HSG 31PB02OD Sur Grp Blt 41.5 OD Lg                | 001-200-535-0531 | 156.38          |
| <b>Vendor 06127 - QUANTICO TACTICAL Total:</b>            |                |            |                                                    |                  | <b>316.80</b>   |
| <b>Vendor: 00297 - SINGING RIVER ELECTRIC COOPERATIVE</b> |                |            |                                                    |                  |                 |
| SINGING RIVER ELECTRIC COO...                             | INV0020789     | 08/15/2023 | 103467001 - 3810 BIENVILLE IMPOUND LOT             | 001-200-625-0000 | 32.09           |
| SINGING RIVER ELECTRIC COO...                             | INV0020789     | 08/15/2023 | 92396002 - 3810 BIENVILLE PD                       | 001-200-625-0000 | 4,534.12        |
| SINGING RIVER ELECTRIC COO...                             | INV0020789     | 08/15/2023 | 91449002 - 3820 BIENVILLE FIRE STATION             | 001-260-625-0000 | 2,287.15        |
| SINGING RIVER ELECTRIC COO...                             | INV0020789     | 08/15/2023 | 62181002 - ENT LIGHT MAGNOLIA BAYOU                | 001-301-625-0000 | 30.00           |
| SINGING RIVER ELECTRIC COO...                             | INV0020789     | 08/15/2023 | 88751001 - 3220 BIENVILLE BLVD                     | 001-301-625-0000 | 51.67           |
| SINGING RIVER ELECTRIC COO...                             | INV0020789     | 08/15/2023 | 108516001 3730 BIENVILLE BLVD (DOG PARK)           | 001-550-625-0000 | 46.66           |
| SINGING RIVER ELECTRIC COO...                             | INV0020789     | 08/15/2023 | 89528002 - OS REC COMPLEX HWY 57                   | 001-550-625-0000 | 210.97          |
| SINGING RIVER ELECTRIC COO...                             | INV0020789     | 08/15/2023 | 89529002 - HWY 57 REC COMPLEX                      | 001-550-625-0000 | 2,768.87        |
| SINGING RIVER ELECTRIC COO...                             | INV0020789     | 08/15/2023 | 89596002 - OS REC COMPLEX HWY 57                   | 001-550-625-0000 | 2,807.07        |
| SINGING RIVER ELECTRIC COO...                             | INV0020789     | 08/15/2023 | 89669002 - OS REC COMPLEX                          | 001-550-625-0000 | 3,241.52        |
| SINGING RIVER ELECTRIC COO...                             | INV0020789     | 08/15/2023 | 62644002 - LS 102 / 7300 BIENVILLE                 | 401-751-625-0000 | 45.04           |

## Expense Approval Report

| Vendor Name                                                        | Payable Number | Post Date  | Description (Item)                                        | Account Number   | Amount           |
|--------------------------------------------------------------------|----------------|------------|-----------------------------------------------------------|------------------|------------------|
| SINGING RIVER ELECTRIC COO...                                      | INV0020789     | 08/15/2023 | 61007002 - 4606 1/2<br>PINEHAVEN DR LS 93                 | 401-751-625-0000 | 46.66            |
| <b>Vendor 00297 - SINGING RIVER ELECTRIC COOPERATIVE Total:</b>    |                |            |                                                           |                  | <b>16,101.82</b> |
| <b>Vendor: 02432 - SITEONE LANDSCAPE SUPPLY HOLDING, LLC</b>       |                |            |                                                           |                  |                  |
| SITEONE LANDSCAPE SUPPLY H...                                      | 130675567-001  | 08/15/2023 | methyalted seed oil                                       | 001-550-543-0000 | 137.40           |
| SITEONE LANDSCAPE SUPPLY H...                                      | 130675567-001  | 08/15/2023 | celsius post emergent granule herbicide for 57            | 001-550-543-0000 | 629.00           |
| SITEONE LANDSCAPE SUPPLY H...                                      | 130675567-001  | 08/15/2023 | post emergent herbicide for 57                            | 001-550-543-0000 | 3,647.70         |
| SITEONE LANDSCAPE SUPPLY H...                                      | 132061656-001  | 08/15/2023 | LESCO Bermudagrass seed                                   | 001-550-543-0000 | 604.72           |
| SITEONE LANDSCAPE SUPPLY H...                                      | 132061656-001  | 08/15/2023 | AC solenoid assembly                                      | 001-550-543-0000 | 122.40           |
| SITEONE LANDSCAPE SUPPLY H...                                      | 132061656-001  | 08/15/2023 | 13-13-13 fertilizer for Lemoyne Park                      | 001-550-543-0000 | 111.37           |
| SITEONE LANDSCAPE SUPPLY H...                                      | 133205500-001  | 08/15/2023 | #51144 LESCO 24-2-11 Fertilizer                           | 001-550-543-0000 | 2,273.75         |
| <b>Vendor 02432 - SITEONE LANDSCAPE SUPPLY HOLDING, LLC Total:</b> |                |            |                                                           |                  | <b>7,526.34</b>  |
| <b>Vendor: 06318 - SKYE BORTZ</b>                                  |                |            |                                                           |                  |                  |
| SKYE BORTZ                                                         | INV0020790     | 08/15/2023 | SOUND ENGINEERING -<br>SALVADORE LIBERTO RENTAL<br>6/3    | 001-196-688-0000 | 125.00           |
| <b>Vendor 06318 - SKYE BORTZ Total:</b>                            |                |            |                                                           |                  | <b>125.00</b>    |
| <b>Vendor: 04763 - SLAUGHTER &amp; ASSOCIATES, PLLC</b>            |                |            |                                                           |                  |                  |
| SLAUGHTER & ASSOCIATES, PL...                                      | S-25435        | 08/15/2023 | MUNICIPAL GROWTH 6/21 -<br>7/14                           | 001-100-600-0601 | 5,971.03         |
| SLAUGHTER & ASSOCIATES, PL...                                      | S-25485        | 08/15/2023 | COMP PLAN 6/22 - 7/14                                     | 001-120-600-0000 | 5,403.75         |
| <b>Vendor 04763 - SLAUGHTER &amp; ASSOCIATES, PLLC Total:</b>      |                |            |                                                           |                  | <b>11,374.78</b> |
| <b>Vendor: 06060 - SOLAR CONTROL INC.</b>                          |                |            |                                                           |                  |                  |
| SOLAR CONTROL INC.                                                 | INV0020665     | 08/15/2023 | Office Window Tint at Station 1                           | 001-260-630-0000 | 760.00           |
| SOLAR CONTROL INC.                                                 | 080723         | 08/15/2023 | Window tint on unit 2206                                  | 001-200-630-0000 | 100.00           |
| <b>Vendor 06060 - SOLAR CONTROL INC. Total:</b>                    |                |            |                                                           |                  | <b>860.00</b>    |
| <b>Vendor: 03213 - SORG PRINTING</b>                               |                |            |                                                           |                  |                  |
| SORG PRINTING                                                      | 98561          | 08/15/2023 | City Postcard (\$140) & MC<br>Trifold (\$260)             | 001-196-610-0000 | 400.00           |
| <b>Vendor 03213 - SORG PRINTING Total:</b>                         |                |            |                                                           |                  | <b>400.00</b>    |
| <b>Vendor: 00639 - SOUTH MISSISSIPPI BUSINESS MACHINES</b>         |                |            |                                                           |                  |                  |
| SOUTH MISSISSIPPI BUSINESS...                                      | 441375         | 08/15/2023 | PRINTING CONTRACT -<br>BUILDING DEPT                      | 001-191-630-0000 | 144.26           |
| SOUTH MISSISSIPPI BUSINESS...                                      | 441376         | 08/15/2023 | PRINTING CONTRACT - HUMAN<br>RESOURCES                    | 001-180-630-0000 | 110.86           |
| SOUTH MISSISSIPPI BUSINESS...                                      | 441377         | 08/15/2023 | PRINTING CONTRACT - PUBLIC<br>WORKS                       | 001-300-630-0000 | 70.13            |
| SOUTH MISSISSIPPI BUSINESS...                                      | 441378         | 08/15/2023 | PRINTING CONTRACT -<br>PLANNING DEPT                      | 001-190-630-0000 | 483.57           |
| SOUTH MISSISSIPPI BUSINESS...                                      | 441379         | 08/15/2023 | PRINTING CONTRACT - OSPD                                  | 001-200-630-0000 | 90.52            |
| SOUTH MISSISSIPPI BUSINESS...                                      | 441380         | 08/15/2023 | PRINTING CONTRACT - COURT<br>DEPT                         | 001-110-630-0000 | 23.68            |
| SOUTH MISSISSIPPI BUSINESS...                                      | 441381         | 08/15/2023 | PRINTING CONTRACT - TAX<br>DEPT/ CITY HALL                | 001-140-630-0000 | 44.35            |
| SOUTH MISSISSIPPI BUSINESS...                                      | 441382         | 08/15/2023 | PRINTING CONTRACT - PARKS<br>& REC                        | 001-550-630-0000 | 65.10            |
| SOUTH MISSISSIPPI BUSINESS...                                      | 441383         | 08/15/2023 | PRINTING CONTRACT - OSPD                                  | 001-200-630-0000 | 79.98            |
| <b>Vendor 00639 - SOUTH MISSISSIPPI BUSINESS MACHINES Total:</b>   |                |            |                                                           |                  | <b>1,112.45</b>  |
| <b>Vendor: 05114 - STAPLES, INC</b>                                |                |            |                                                           |                  |                  |
| STAPLES, INC                                                       | 3543.774918    | 08/15/2023 | 32" MONITOR                                               | 001-120-500-0000 | 199.99           |
| STAPLES, INC                                                       | 3543774915     | 08/15/2023 | USB C                                                     | 001-120-500-0000 | 169.00           |
| STAPLES, INC                                                       | 3543774917     | 08/15/2023 | MONITOR, STANDS                                           | 001-120-500-0000 | 49.29            |
| STAPLES, INC                                                       | 3543774919     | 08/15/2023 | Ampad Memo Pads 3" x 5",<br>Assorted2 Pds/PkTOP25-087     | 001-300-500-0000 | 11.99            |
| STAPLES, INC                                                       | 3543774919     | 08/15/2023 | HP 952 Cyn/Mgt/Yll Ink<br>Crt3/PkN9K27AN#1401890pag<br>es | 001-300-500-0000 | 59.22            |



## Expense Approval Report

| Vendor Name                                         | Payable Number  | Post Date  | Description (Item)                                     | Account Number   | Amount     |
|-----------------------------------------------------|-----------------|------------|--------------------------------------------------------|------------------|------------|
| STAPLES, INC                                        | 3543774919      | 08/15/2023 | 2000 PLUS Printer Line Dater, Blk Ink 011090           | 001-300-500-0000 | 11.90      |
| STAPLES, INC                                        | 3543774919      | 08/15/2023 | TRU RED™ Shredder Oil, 14 oz. (12395)                  | 001-300-500-0000 | 8.38       |
| STAPLES, INC                                        | 3543774919      | 08/15/2023 | TOPS Legal Jr Notepads 5" x 8" White 12 Pds/Pk TOP7500 | 001-300-500-0000 | 44.12      |
| STAPLES, INC                                        | 3543774919      | 08/15/2023 | Staples Hardboard Clipboard, Memo Size Brown 44293     | 001-300-500-0000 | 16.68      |
| STAPLES, INC                                        | 3543774919      | 08/15/2023 | Scotch Desktop Tape Dispenser, Black (MMM38BK)         | 001-300-500-0000 | 14.16      |
| STAPLES, INC                                        | 3543774919      | 08/15/2023 | Fellowes ThrmLmintng Pch Ltr Sz 3 Mil 200/Pk 5743401   | 001-300-500-0000 | 22.92      |
| STAPLES, INC                                        | 3543774919      | 08/15/2023 | HP 952 Cyn/Mgt/Yll Ink Crt3/Pk N9K27AN#1401890 pages   | 401-750-560-0000 | 118.44     |
| STAPLES, INC                                        | 3543774920      | 08/15/2023 | GBC ShredMaster 12-Sht Crosscut Office Shrdr PX12-06   | 001-300-500-0000 | 139.99     |
| STAPLES, INC                                        | 3543774926      | 08/15/2023 | electric pencil sharpener                              | 001-550-500-0000 | 36.50      |
| STAPLES, INC                                        | 3543774927      | 08/15/2023 | scotch tape dispenser                                  | 001-550-500-0000 | 9.44       |
| STAPLES, INC                                        | 3543774927      | 08/15/2023 | Sharpie fine tip markers                               | 001-550-500-0000 | 7.57       |
| STAPLES, INC                                        | 3543774927      | 08/15/2023 | 1 subject notebook                                     | 001-550-500-0000 | 7.96       |
| STAPLES, INC                                        | 3543774927      | 08/15/2023 | Expo dry erase black fine tip markers                  | 001-550-500-0000 | 8.32       |
| STAPLES, INC                                        | 3543774927      | 08/15/2023 | Sharpie S-Gel Pens                                     | 001-550-500-0000 | 10.00      |
| STAPLES, INC                                        | 3543774927      | 08/15/2023 | Pilot G2 blue fine point pens                          | 001-550-500-0000 | 21.70      |
| STAPLES, INC                                        | 3543774927      | 08/15/2023 | scissors                                               | 001-550-500-0000 | 17.14      |
| STAPLES, INC                                        | 3543774927      | 08/15/2023 | Academic calendar/planner                              | 001-550-500-0000 | 18.29      |
| STAPLES, INC                                        | 3543774927      | 08/15/2023 | Expo Dry erase assorted color markers                  | 001-550-500-0000 | 18.62      |
| STAPLES, INC                                        | 3543774927      | 08/15/2023 | Pilot G2 black ink pens                                | 001-550-500-0000 | 21.04      |
| STAPLES, INC                                        | 3543774927      | 08/15/2023 | Brother P-touch TZe-231 laminated label maker tape     | 001-550-500-0000 | 21.74      |
| STAPLES, INC                                        | 3543774927      | 08/15/2023 | Post it notes                                          | 001-550-500-0000 | 22.80      |
| STAPLES, INC                                        | 3543774927      | 08/15/2023 | Stapler                                                | 001-550-500-0000 | 26.10      |
| STAPLES, INC                                        | 3543774927      | 08/15/2023 | Jumbo paper clips                                      | 001-550-500-0000 | 6.19       |
| STAPLES, INC                                        | 3543774927      | 08/15/2023 | White Out tape                                         | 001-550-500-0000 | 11.74      |
| STAPLES, INC                                        | 3543774927      | 08/15/2023 | Black dry erase markers                                | 001-550-500-0000 | 5.68       |
| STAPLES, INC                                        | 3543774927      | 08/15/2023 | Pencils                                                | 001-550-500-0000 | 1.59       |
| STAPLES, INC                                        | 3543774927      | 08/15/2023 | Manual pencil sharpener                                | 001-550-500-0000 | 1.30       |
| STAPLES, INC                                        | 3543774928      | 08/15/2023 | Dry Erase Whiteboard calendar                          | 001-550-500-0000 | 93.17      |
| STAPLES, INC                                        | 3543774929      | 08/15/2023 | Yellow page flags w dispenser                          | 001-191-500-0000 | 5.52       |
| STAPLES, INC                                        | 3543774929      | 08/15/2023 | 2023 Desk Calendar                                     | 001-191-500-0000 | 7.99       |
| STAPLES, INC                                        | 3543774929      | 08/15/2023 | AAA Batteries - 24 pack                                | 001-191-500-0000 | 26.99      |
| STAPLES, INC                                        | 3543774930      | 08/15/2023 | Assorted color post-it notes                           | 001-191-500-0000 | 4.99       |
| STAPLES, INC                                        | 3543774930      | 08/15/2023 | 10 ream case copy paper                                | 001-191-500-0000 | 82.98      |
| STAPLES, INC                                        | 3543774930      | 08/15/2023 | cannon desktop calculator                              | 001-191-500-0000 | 33.08      |
| STAPLES, INC                                        | 3543774930      | 08/15/2023 | yellow 3x3 post it notes                               | 001-191-500-0000 | 3.27       |
| STAPLES, INC                                        | 3543774930      | 08/15/2023 | clear standard packing tape                            | 001-191-500-0000 | 4.53       |
| STAPLES, INC                                        | 3543774931      | 08/15/2023 | 1.5" x 2" post it notes                                | 001-191-500-0000 | 2.44       |
| Vendor 05114 - STAPLES, INC Total:                  |                 |            |                                                        |                  | 1,404.76   |
| Vendor: 04814 - SUNCOAST INFRASTRUCTURE, INC.       |                 |            |                                                        |                  |            |
| SUNCOAST INFRASTRUCTURE, ..                         | S22155-02       | 08/15/2023 | CIPP LINING AND MH REHAB 2022 JULY 2023                | 001-001-053-0001 | 242,031.02 |
| Vendor 04814 - SUNCOAST INFRASTRUCTURE, INC. Total: |                 |            |                                                        |                  | 242,031.02 |
| Vendor: 02614 - THE CAPITOL GROUP, LLC              |                 |            |                                                        |                  |            |
| THE CAPITOL GROUP, LLC                              | INV0020791      | 08/15/2023 | CITY / GOVT RELATIONS JULY 2023                        | 001-120-608-0000 | 3,300.00   |
| Vendor 02614 - THE CAPITOL GROUP, LLC Total:        |                 |            |                                                        |                  | 3,300.00   |
| Vendor: 05956 - TRANSUNION RISK & ALTERNATIVE DATA  |                 |            |                                                        |                  |            |
| TRANSUNION RISK & ALTERN...                         | 293141-202307-1 | 08/15/2023 | CONTRACT CHARGES JULY 2023                             | 001-200-602-0000 | 335.00     |

## Expense Approval Report

| Vendor Name                                                         | Payable Number     | Post Date  | Description (Item)                                 | Account Number   | Amount            |
|---------------------------------------------------------------------|--------------------|------------|----------------------------------------------------|------------------|-------------------|
| TRANSUNION RISK & ALTERN...                                         | 293141-202307-1    | 08/15/2023 | CURRENT CHARGES JULY 2023                          | 001-200-602-0000 | 196.40            |
| <b>Vendor 05956 - TRANSUNION RISK &amp; ALTERNATIVE DATA Total:</b> |                    |            |                                                    |                  | <b>531.40</b>     |
| <b>Vendor: 01476 - UNIFIRST HOLDINGS, INC</b>                       |                    |            |                                                    |                  |                   |
| UNIFIRST HOLDINGS, INC                                              | 1530089149         | 08/15/2023 | UNIFORM SERVICES AND CHARGES                       | 001-300-535-0530 | 234.70            |
| UNIFIRST HOLDINGS, INC                                              | 1530089149         | 08/15/2023 | DEFE CHARGE AND ENERGY SURCHARGE                   | 001-300-535-0530 | 6.95              |
| UNIFIRST HOLDINGS, INC                                              | 1530089149         | 08/15/2023 | GARMENT AND MATERIAL MAINTENANCE                   | 001-300-535-0530 | 40.54             |
| UNIFIRST HOLDINGS, INC                                              | 1530089149         | 08/15/2023 | LOSS CHARGES J. UNDERWOOD                          | 001-300-535-0530 | 861.25            |
| UNIFIRST HOLDINGS, INC                                              | 1530089149         | 08/15/2023 | MATS AND WIPERS                                    | 001-300-560-0000 | 67.06             |
| UNIFIRST HOLDINGS, INC                                              | 1530089149         | 08/15/2023 | UNIFORM SERVICES AND CHARGES                       | 401-300-535-0530 | 196.14            |
| UNIFIRST HOLDINGS, INC                                              | 1530089149         | 08/15/2023 | UNIFORM SERVICES AND CHARGES                       | 401-710-535-0531 | 2.70              |
| UNIFIRST HOLDINGS, INC                                              | 1530089149         | 08/15/2023 | DEFE CHARGE AND ENERGY SURCHARGE                   | 401-750-535-0530 | 7.00              |
| UNIFIRST HOLDINGS, INC                                              | 1530089149         | 08/15/2023 | GARMENT AND MATERIAL MAINTENANCE                   | 401-750-535-0530 | 40.51             |
| UNIFIRST HOLDINGS, INC                                              | 1530090433         | 08/15/2023 | UNIFORM SERVICES AND CHARGES                       | 001-300-535-0530 | 223.26            |
| UNIFIRST HOLDINGS, INC                                              | 1530090433         | 08/15/2023 | GARMENT AND MATERIAL MAINTENANCE                   | 001-300-535-0530 | 40.54             |
| UNIFIRST HOLDINGS, INC                                              | 1530090433         | 08/15/2023 | DEFE CHARGE AND ENERGY SURCHARGE                   | 001-300-535-0530 | 6.95              |
| UNIFIRST HOLDINGS, INC                                              | 1530090433         | 08/15/2023 | MATS AND WIPERS                                    | 001-300-560-0000 | 67.06             |
| UNIFIRST HOLDINGS, INC                                              | 1530090433         | 08/15/2023 | UNIFORM SERVICES AND CHARGES                       | 401-300-535-0530 | 273.49            |
| UNIFIRST HOLDINGS, INC                                              | 1530090433         | 08/15/2023 | UNIFORM SERVICES AND CHARGES                       | 401-710-535-0531 | 2.70              |
| UNIFIRST HOLDINGS, INC                                              | 1530090433         | 08/15/2023 | GARMENT AND MATERIAL MAINTENANCE                   | 401-750-535-0530 | 40.51             |
| UNIFIRST HOLDINGS, INC                                              | 1530090433         | 08/15/2023 | DEFE CHARGE AND ENERGY SURCHARGE                   | 401-750-535-0530 | 7.00              |
| UNIFIRST HOLDINGS, INC                                              | 1530063562 BALANCE | 08/15/2023 | 0029 LOSS CHARGES FROM 3/20/23 INVOICE             | 401-300-535-0530 | 78.39             |
| <b>Vendor 01476 - UNIFIRST HOLDINGS, INC Total:</b>                 |                    |            |                                                    |                  | <b>2,196.75</b>   |
| <b>Vendor: 06223 - UNITI FIBER LLC</b>                              |                    |            |                                                    |                  |                   |
| UNITI FIBER LLC                                                     | 399239             | 08/15/2023 | CITYWIDE FIBER INTERNET                            | 001-140-613-0000 | 3,281.50          |
| <b>Vendor 06223 - UNITI FIBER LLC Total:</b>                        |                    |            |                                                    |                  | <b>3,281.50</b>   |
| <b>Vendor: 05536 - WARREN PAVING, INC.</b>                          |                    |            |                                                    |                  |                   |
| WARREN PAVING, INC.                                                 | 80237              | 08/15/2023 | Hot plant mix asphalt-pick up Oct 2022 - Sept 2023 | 001-301-902-0000 | 515.54            |
| <b>Vendor 05536 - WARREN PAVING, INC. Total:</b>                    |                    |            |                                                    |                  | <b>515.54</b>     |
| <b>Vendor: 04346 - WASTE PRO GAUTIER</b>                            |                    |            |                                                    |                  |                   |
| WASTE PRO GAUTIER                                                   | 0001326302         | 08/15/2023 | RESIDENTIAL WASTE AND RECYCLING OCT 2022-SEPT 2023 | 401-320-686-0000 | 113,353.72        |
| <b>Vendor 04346 - WASTE PRO GAUTIER Total:</b>                      |                    |            |                                                    |                  | <b>113,353.72</b> |
| <b>Vendor: 02690 - WELDPRO</b>                                      |                    |            |                                                    |                  |                   |
| WELDPRO                                                             | 0000049            | 08/15/2023 | playground repair at Lemoyne Park                  | 001-550-630-0000 | 800.00            |
| <b>Vendor 02690 - WELDPRO Total:</b>                                |                    |            |                                                    |                  | <b>800.00</b>     |
| <b>Vendor: 003118 - WHITE CAP, LP</b>                               |                    |            |                                                    |                  |                   |
| WHITE CAP, LP                                                       | 50022961160        | 08/15/2023 | 324DCB6092 20/60V FLXVLT LI-ION 9.0AH BATTERY 2/PK | 001-351-548-0000 | 349.99            |
| WHITE CAP, LP                                                       | 50022961160        | 08/15/2023 | 324DCBL772X1FLEXVOLT 60VBRUSHLESS HANDHELD BLOWER  | 001-351-548-0000 | 299.99            |

## Expense Approval Report

| Vendor Name                                 | Payable Number | Post Date  | Description (Item)                                   | Account Number   | Amount     |
|---------------------------------------------|----------------|------------|------------------------------------------------------|------------------|------------|
| WHITE CAP, LP                               | 50022961160    | 08/15/2023 | Wat-324DCS389X260V MAX<br>RECIP SAW KIT DEWALT       | 401-750-548-0000 | 499.99     |
| WHITE CAP, LP                               | 50022961160    | 08/15/2023 | Wat324DCS692X29" 60V MAX<br>CORDLESS CUT-OFF SAW KIT | 401-750-548-0000 | 1,799.98   |
| Vendor 003118 - WHITE CAP, LP Total:        |                |            |                                                      |                  | 2,949.95   |
| Vendor: 032211 - WILSON DISMUKES INC        |                |            |                                                      |                  |            |
| WILSON DISMUKES INC                         | 1000595        | 08/15/2023 | 05901704- BLT-HEX G5                                 | 001-550-563-0000 | 1.65       |
| WILSON DISMUKES INC                         | 1000595        | 08/15/2023 | 06300119- WSHR-LK-REG                                | 001-550-563-0000 | 1.92       |
| WILSON DISMUKES INC                         | 1000595        | 08/15/2023 | 05532500- Spacer- hex                                | 001-550-563-0000 | 3.58       |
| WILSON DISMUKES INC                         | 1000595        | 08/15/2023 | 06401104- WSHR-FLT                                   | 001-550-563-0000 | 3.58       |
| WILSON DISMUKES INC                         | 1000595        | 08/15/2023 | 04819251- Cutter-disk                                | 001-550-563-0000 | 19.25      |
| WILSON DISMUKES INC                         | 1000595        | 08/15/2023 | 04630600- Weldment-height<br>guide longlife          | 001-550-563-0000 | 43.50      |
| WILSON DISMUKES INC                         | 1000595        | 08/15/2023 | 58810800- ASM Alum spindle                           | 001-550-563-0000 | 219.94     |
| Vendor 032211 - WILSON DISMUKES INC Total:  |                |            |                                                      |                  | 293.42     |
| Vendor: 00234 - WYNTON'S PEST CONTROL       |                |            |                                                      |                  |            |
| WYNTON'S PEST CONTROL                       | 34329          | 08/15/2023 | 1014 PORTER AVE - PLANNING                           | 001-190-630-0000 | 35.00      |
| WYNTON'S PEST CONTROL                       | 34329          | 08/15/2023 | 1014 PORTER AVE- BUILDING                            | 001-191-630-0000 | 35.00      |
| WYNTON'S PEST CONTROL                       | 34328          | 08/15/2023 | MONTHLY PEST CONTROL<br>LIBRARY                      | 101-510-630-0000 | 20.00      |
| WYNTON'S PEST CONTROL                       | 34331          | 08/15/2023 | 1018 PORTER AVE                                      | 001-140-630-0000 | 70.00      |
| Vendor 00234 - WYNTON'S PEST CONTROL Total: |                |            |                                                      |                  | 160.00     |
| Grand Total:                                |                |            |                                                      |                  | 824,549.55 |

## Fund Summary

| Fund                                     | Expense Amount    |
|------------------------------------------|-------------------|
| 001 - GENERAL                            | 500,180.65        |
| 008 - FOOD AND BEVERAGE TAX 2%           | 75,941.53         |
| 010 - FESTIVALS                          | 387.00            |
| 040 - BELLANDE/EVERGREEN CEMETERIES      | 52.00             |
| 100 - MODERNIZATION USE TAX              | 25,989.60         |
| 101 - LIBRARY                            | 20.00             |
| 161 - FIRE PROTECTION                    | 149.99            |
| 302 - NATIONAL HERITAGE - MARBLE SPRINGS | 99.00             |
| 308 - MDOT LPA 108084 - OS ROAD PHASE I  | 4,514.00          |
| 320 - STP-GOVERNMENT ST SIDEWALKS        | 3,799.50          |
| 401 - UTILITY ENTERPRISE                 | 209,133.87        |
| 551 - TACONI BUILDING                    | 4,282.41          |
| <b>Grand Total:</b>                      | <b>824,549.55</b> |

## Account Summary

| Account Number   | Account Name               | Expense Amount |
|------------------|----------------------------|----------------|
| 001-001-053-0001 | DUE FROM SENATE BO...      | 242,031.02     |
| 001-001-130-0053 | AMS Collection Fee / Pa... | 504.18         |
| 001-001-316-0001 | AFTER SCHOOL/SUMME...      | 454.28         |
| 001-100-600-0601 | ANNEXATION FEES            | 64,057.57      |
| 001-100-605-0607 | TRAVEL/TRAINING/SEM...     | 350.00         |
| 001-110-500-0000 | OFFICE SUPPLIES            | 220.70         |
| 001-110-600-0600 | CONTRACTUAL SERVICES       | 55.00          |
| 001-110-602-0000 | COMPUTER SOFTWARE ...      | 151.99         |
| 001-110-630-0000 | GENERAL REPAIRS & MA...    | 23.68          |
| 001-120-500-0000 | OFFICE SUPPLIES            | 418.28         |
| 001-120-552-0000 | YOUTH COUNCIL SUPPLI...    | 144.00         |
| 001-120-600-0000 | COMPREHENSIVE PLAN         | 5,403.75       |
| 001-120-600-0600 | CONTRACTUAL SERVICES       | 22.00          |
| 001-120-600-0612 | ENGINEERING FEES           | 1,504.00       |
| 001-120-602-0000 | COMPUTER SOFTWARE ...      | 47.98          |
| 001-120-605-0607 | TRAVEL/TRAINING/SEM...     | 349.89         |
| 001-120-608-0000 | LOBBYISTS / CONSULTA...    | 3,300.00       |
| 001-120-630-0000 | GENERAL REPAIRS & MA...    | 516.80         |
| 001-120-686-0000 | DUES/MEMBERSHIPS/S...      | 55.96          |
| 001-120-699-0000 | OTHER SERVICES & CHA...    | 1,250.00       |
| 001-120-703-0000 | MISC PROMOTIONS            | 327.87         |
| 001-140-500-0000 | OFFICE SUPPLIES            | 646.95         |
| 001-140-600-0600 | CONTRACTUAL SERVICES       | 55.00          |
| 001-140-605-0607 | TRAVEL/TRAINING/SEM...     | 116.63         |
| 001-140-610-0000 | ADVERTISING                | 422.40         |
| 001-140-612-0000 | TELEPHONE - KLOUD 7        | 4,046.84       |
| 001-140-613-0000 | CITYWIDE INTERNET SER...   | 3,281.50       |
| 001-140-625-0000 | UTILITIES                  | 1,870.37       |
| 001-140-630-0000 | GENERAL REPAIRS & MA...    | 114.35         |
| 001-140-643-0000 | CITY WIDE BUILDING MA...   | 426.05         |
| 001-180-602-0000 | COMPUTER SOFTWARE ...      | 84.99          |
| 001-180-605-0607 | TRAVEL/TRAINING/SEM...     | 399.00         |
| 001-180-610-0000 | ADVERTISING                | 239.31         |
| 001-180-630-0000 | GENERAL REPAIRS & MA...    | 110.86         |
| 001-190-602-0000 | COMPUTER SOFTWARE ...      | 32.50          |
| 001-190-610-0000 | ADVERTISING                | 877.37         |
| 001-190-630-0000 | GENERAL REPAIRS & MA...    | 518.57         |
| 001-191-500-0000 | OFFICE SUPPLIES            | 171.79         |
| 001-191-600-0600 | CONTRACTUAL SERVICES       | 66.00          |
| 001-191-630-0000 | GENERAL REPAIRS & MA...    | 179.26         |
| 001-193-625-0000 | UTILITIES                  | 739.15         |

## Account Summary

| Account Number   | Account Name              | Expense Amount |
|------------------|---------------------------|----------------|
| 001-194-625-0000 | UTILITIES                 | 1,212.25       |
| 001-196-600-0002 | CLEANING SERVICES         | 800.00         |
| 001-196-602-0000 | COMPUTER SOFTWARE ...     | 84.99          |
| 001-196-610-0000 | ADVERTISING - WEBSITE...  | 400.00         |
| 001-196-625-0000 | UTILITIES                 | 4,605.02       |
| 001-196-630-0000 | GENERAL REPAIRS & MA...   | 277.54         |
| 001-196-645-0001 | GALLERIES                 | 376.00         |
| 001-196-688-0000 | SPECIAL SERVICES - MAR... | 1,533.00       |
| 001-197-625-0000 | UTILITIES                 | 126.64         |
| 001-200-500-0000 | OFFICE SUPPLIES           | 79.00          |
| 001-200-520-0000 | PRISONER COSTS            | 5,845.00       |
| 001-200-525-0000 | GAS AND OIL               | 15,955.25      |
| 001-200-535-0531 | UNIFORMS                  | 1,292.16       |
| 001-200-560-0000 | MATERIALS & SUPPLIES      | 1,183.00       |
| 001-200-563-0000 | REPAIR PARTS & SUPPLI...  | 120.95         |
| 001-200-600-0600 | CONTRACTUAL SERVICES      | 198.00         |
| 001-200-602-0000 | COMPUTER SOFTWARE ...     | 8,084.40       |
| 001-200-605-0607 | TRAVEL/TRAINING/SEM...    | 2,690.17       |
| 001-200-612-0000 | TELEPHONE SERVICE - P...  | 204.00         |
| 001-200-625-0000 | UTILITIES                 | 5,343.01       |
| 001-200-630-0000 | GENERAL REPAIRS & MA...   | 7,276.10       |
| 001-200-640-0000 | AID TO OTHER GOVERN...    | 500.00         |
| 001-260-501-0000 | OFFICE FURNITURE & E...   | 960.00         |
| 001-260-510-0000 | CLEANING & JANITORIAL...  | 384.86         |
| 001-260-535-0531 | UNIFORMS                  | 150.98         |
| 001-260-560-0000 | MATERIALS & SUPPLIES      | 134.40         |
| 001-260-563-0000 | REPAIR PARTS & SUPPLI...  | 52.81          |
| 001-260-600-0600 | CONTRACTUAL SERVICES      | 88.00          |
| 001-260-602-0000 | COMPUTER SOFTWARE ...     | 23.99          |
| 001-260-603-0000 | COMPUTER HARDWARE         | 346.00         |
| 001-260-625-0000 | UTILITIES                 | 3,586.40       |
| 001-260-630-0000 | GENERAL REPAIRS & MA...   | 2,081.84       |
| 001-260-901-0915 | IMPROVEMENTS TO BUI...    | 699.99         |
| 001-300-500-0000 | OFFICE SUPPLIES           | 329.36         |
| 001-300-535-0530 | UNIFORM ALLOWANCES...     | 1,414.19       |
| 001-300-560-0000 | MATERIALS & SUPPLIES      | 134.12         |
| 001-300-600-0600 | CONTRACTUAL SERVICES      | 825.00         |
| 001-300-602-0000 | COMPUTER SOFTWARE ...     | 23.99          |
| 001-300-625-0000 | UTILITIES                 | 3,143.18       |
| 001-300-630-0000 | GENERAL REPAIRS & MA...   | 70.13          |
| 001-301-543-0000 | CHEMICALS                 | 4,058.95       |
| 001-301-560-0000 | MATERIALS & SUPPLIES      | 1,562.59       |
| 001-301-563-0000 | REPAIR PARTS & SUPPLI...  | 1,073.30       |
| 001-301-600-0601 | LANDSCAPING CONTRA...     | 3,840.00       |
| 001-301-625-0000 | UTILITIES                 | 35,767.63      |
| 001-301-630-0000 | GENERAL REPAIRS & MA...   | 2,152.00       |
| 001-301-902-0000 | ASPHALT                   | 515.54         |
| 001-350-635-0000 | RENTALS                   | 508.36         |
| 001-351-548-0000 | SMALL TOOLS & EQUIP...    | 649.98         |
| 001-352-499-0000 | TEMP AGENCY EXPENSES      | 1,384.71       |
| 001-352-630-0000 | GENERAL REPAIRS & MA...   | 4,932.00       |
| 001-353-546-0000 | LANDSCAPE MATERIALS...    | 485.88         |
| 001-550-500-0000 | OFFICE SUPPLIES           | 366.89         |
| 001-550-540-0542 | POTTERY SUPPLIES          | 520.00         |
| 001-550-543-0000 | CHEMICALS                 | 7,526.34       |
| 001-550-548-0000 | SMALL TOOLS & EQUIP...    | 162.39         |
| 001-550-560-0000 | MATERIALS & SUPPLIES      | 868.23         |
| 001-550-563-0000 | REPAIR PARTS & SUPPLI...  | 2,271.33       |



## Account Summary

| Account Number      | Account Name              | Expense Amount    |
|---------------------|---------------------------|-------------------|
| 001-550-575-0000    | VEHICLE REPAIR PARTS &... | 1,297.31          |
| 001-550-600-0600    | CONTRACTUAL SERVICES      | 484.00            |
| 001-550-602-0000    | COMPUTER SOFTWARE ...     | 23.99             |
| 001-550-625-0000    | UTILITIES                 | 15,553.31         |
| 001-550-630-0000    | GENERAL REPAIRS & MA...   | 1,172.11          |
| 001-550-690-0000    | SUMMER CAMP FIELD TR...   | 4,780.25          |
| 008-260-916-0000    | MACHINERY & EQUIPM...     | 22,425.16         |
| 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          |
| 008-550-911-0920    | SPORTS COMPLEX - HWY...   | 35,223.37         |
| 008-650-600-0600    | CONTRACTUAL SERVICES      | 11,993.00         |
| 010-140-703-0009    | FRIDAYS AT THE FORT       | 387.00            |
| 040-140-616-0000    | LEGAL DOCUMENT FILI...    | 52.00             |
| 100-301-630-0000    | REPAIRS & MAINT - ROA...  | 25,989.60         |
| 101-510-630-0000    | GENERAL REPAIRS & MA...   | 20.00             |
| 161-260-686-0000    | DUES/MEMBERSHIPS/S...     | 149.99            |
| 302-330-600-0600    | CONTRACTUAL SERVICES      | 99.00             |
| 308-330-911-0001    | PRELIMINARY ENGINEER...   | 4,514.00          |
| 320-340-911-0001    | PRELIMINARY ENGINEER...   | 3,799.50          |
| 401-300-535-0530    | UNIFORMS                  | 548.02            |
| 401-300-600-0600    | CONTRACTUAL SERVICES      | 15,495.00         |
| 401-320-686-0000    | GARBAGE & TRASH RE...     | 117,647.36        |
| 401-710-535-0531    | UNIFORMS                  | 5.40              |
| 401-710-560-0000    | MATERIALS & SUPPLIES      | 267.00            |
| 401-710-606-0000    | POSTAGE                   | 4,900.88          |
| 401-710-630-0000    | GENERAL REPAIRS & MA...   | 690.86            |
| 401-710-918-0000    | WATER METERS AND RE...    | 22,908.00         |
| 401-750-535-0530    | UNIFORM ALLOWANCES...     | 95.02             |
| 401-750-548-0000    | SMALL TOOLS & EQUIP...    | 2,299.97          |
| 401-750-560-0000    | MATERIALS & SUPPLIES      | 118.44            |
| 401-750-563-0000    | REPAIR PARTS & SUPPLI...  | 6,446.76          |
| 401-750-571-0000    | UTILITY SYSTEMS PARTS...  | 2,354.68          |
| 401-750-600-0611    | ENGINEERING - PUBLIC ...  | 435.00            |
| 401-750-625-0000    | UTILITIES                 | 6,458.94          |
| 401-751-548-0000    | SMALL TOOLS & EQUIP...    | 328.39            |
| 401-751-560-0000    | MATERIALS & SUPPLIES      | 557.12            |
| 401-751-563-0000    | REPAIR PARTS & SUPPLI...  | 500.00            |
| 401-751-571-0000    | UTILITY SYSTEMS PARTS...  | 80.00             |
| 401-751-625-0000    | UTILITIES                 | 7,059.88          |
| 401-751-630-0000    | GENERAL REPAIRS & MA...   | 1,937.00          |
| 401-751-923-0908    | SEWER IMPROVEMENTS        | 10,412.00         |
| 401-800-810-0005    | INTEREST - WATER IMP...   | 158.11            |
| 401-800-810-0008    | INTEREST - CATERPILLAR... | 11.06             |
| 401-800-810-0009    | INTEREST - CATERPILLAR... | 6.55              |
| 401-800-820-0005    | PRINCIPAL - WATER IMP...  | 1,713.49          |
| 401-800-820-0008    | PRINCIPAL - CATERPILLA... | 3,507.45          |
| 401-800-820-0009    | PRINCIPAL - CATERPILLA... | 2,191.49          |
| 551-551-625-0000    | UTILITIES - TACONI        | 4,282.41          |
| <b>Grand Total:</b> |                           | <b>824,549.55</b> |

## Project Account Summary

| Project Account Key | Expense Amount    |
|---------------------|-------------------|
| **None**            | 824,549.55        |
| <b>Grand Total:</b> | <b>824,549.55</b> |



Ocean Springs, MS

# Payroll Distribution Register

## Earning Expense Account Summary

For Pay Period: 07/22/2023 - 08/04/2023

8/11/23  
Payday

Payroll Set: 01-Payroll Set 01

Packet: PYPKT01072-07.22.23 to 08.04.23 PD 08.11.23

| Fund                                    | Account Number          | Account Name                    | Amount       |
|-----------------------------------------|-------------------------|---------------------------------|--------------|
| 001                                     | <u>001-110-420-0000</u> | SALARIES                        | \$5,449.60   |
| 001                                     | <u>001-120-420-0000</u> | SALARIES                        | \$2,284.80   |
| 001                                     | <u>001-120-422-0000</u> | SALARIES - PART TIME            | \$907.25     |
| 001                                     | <u>001-140-420-0000</u> | SALARIES                        | \$5,543.31   |
| 001                                     | <u>001-140-430-0402</u> | OVERTIME PAY                    | \$50.04      |
| 001                                     | <u>001-180-420-0000</u> | SALARIES                        | \$2,633.37   |
| 001                                     | <u>001-190-420-0000</u> | SALARIES                        | \$3,971.40   |
| 001                                     | <u>001-191-420-0000</u> | SALARIES                        | \$6,657.50   |
| 001                                     | <u>001-196-420-0000</u> | SALARIES                        | \$3,714.80   |
| 001                                     | <u>001-200-410-0000</u> | SALARY - SCHOOL CROSSING GUARD  | \$240.00     |
| 001                                     | <u>001-200-420-0000</u> | SALARIES                        | \$77,195.08  |
| 001                                     | <u>001-200-421-0000</u> | SALARIES - AUXILIARY            | \$1,707.79   |
| 001                                     | <u>001-200-430-0402</u> | OVERTIME PAY                    | \$11,885.52  |
| 001                                     | <u>001-200-430-0403</u> | OVERTIME - DOWNTOWN DETAIL      | \$2,538.57   |
| 001                                     | <u>001-200-431-0000</u> | HOLIDAY PAY                     | \$1,836.56   |
| 001                                     | <u>001-200-432-0000</u> | PERSONAL (TERMINAL) PAY         | \$3,150.00   |
| 001                                     | <u>001-200-446-0000</u> | GRANT-FBI O/T                   | \$776.25     |
| 001                                     | <u>001-260-420-0000</u> | SALARIES                        | \$64,887.84  |
| 001                                     | <u>001-300-420-0000</u> | SALARIES                        | \$2,556.80   |
| 001                                     | <u>001-300-430-0402</u> | OVERTIME PAY                    | \$116.22     |
| 001                                     | <u>001-301-420-0000</u> | SALARIES                        | \$13,424.96  |
| 001                                     | <u>001-301-430-0402</u> | OVERTIME PAY                    | \$574.73     |
| 001                                     | <u>001-350-420-0000</u> | SALARIES                        | \$2,538.15   |
| 001                                     | <u>001-351-420-0000</u> | SALARIES                        | \$1,392.00   |
| 001                                     | <u>001-351-430-0402</u> | OVERTIME PAY                    | \$274.05     |
| 001                                     | <u>001-352-420-0000</u> | SALARIES                        | \$6,292.00   |
| 001                                     | <u>001-352-430-0402</u> | OVERTIME PAY                    | \$474.24     |
| 001                                     | <u>001-353-420-0000</u> | SALARIES                        | \$2,459.21   |
| 001                                     | <u>001-550-420-0000</u> | SALARIES                        | \$27,940.02  |
| 001                                     | <u>001-550-420-0003</u> | SALARIES - INSTRUCTORS          | \$726.00     |
| 001                                     | <u>001-550-422-0000</u> | PARKS PART TIME                 | \$8,991.25   |
| 001                                     | <u>001-550-430-0402</u> | OVERTIME PAY                    | \$1,147.74   |
| 401                                     | <u>401-300-420-0000</u> | SALARIES                        | \$12,962.67  |
| 401                                     | <u>401-320-420-0000</u> | SALARIES                        | \$4,722.52   |
| 401                                     | <u>401-320-430-0400</u> | CITY DUMP OVERTIME PAY          | \$191.36     |
| 401                                     | <u>401-320-430-0402</u> | OVERTIME PAY                    | \$174.69     |
| 401                                     | <u>401-320-430-0403</u> | OVERTIME - WEEKEND TRASH PICKUP | \$662.89     |
| 401                                     | <u>401-705-420-0000</u> | SALARIES                        | \$1,959.20   |
| 401                                     | <u>401-705-430-0402</u> | OVERTIME PAY                    | \$36.74      |
| 401                                     | <u>401-710-420-0000</u> | SALARIES                        | \$4,324.80   |
| 401                                     | <u>401-710-430-0402</u> | OVERTIME PAY                    | \$335.34     |
| 401                                     | <u>401-750-420-0000</u> | SALARIES                        | \$10,136.00  |
| 401                                     | <u>401-750-430-0402</u> | OVERTIME PAY                    | \$753.96     |
| 401                                     | <u>401-751-420-0000</u> | SALARIES                        | \$6,518.40   |
| 401                                     | <u>401-751-430-0402</u> | OVERTIME PAY                    | \$298.64     |
| Earnings Expense Account Summary Totals |                         |                                 | \$307,414.26 |



Ocean Springs, MS

# Payroll Distribution Register

Accounts Payable Posting Recap

For Pay Period: 07/22/2023 - 08/04/2023

Payroll Set: 01-Payroll Set 01

Packet: PYPKT01072-07.22.23 to 08.04.23 PD 08.11.23

## Posted

### Regular Payable Process

|                                              |             |             |             |
|----------------------------------------------|-------------|-------------|-------------|
| Federal W/H - Federal Income Tax Withholding | \$17,753.45 |             | \$17,753.45 |
| FLEX CHILD - CHILD CARE                      | \$96.00     |             | \$96.00     |
| FLEX MEDICAL - MEDICAL                       | \$836.91    |             | \$836.91    |
| MC - Medicare                                | \$4,273.66  | \$4,273.66  | \$8,547.32  |
| PERS - RETIREMENT                            | \$26,491.28 | \$51,216.40 | \$77,707.68 |
| PERS RETIREE - RETIREE RETIREMENT            |             | \$227.94    | \$227.94    |
| SS - Social Security                         | \$18,273.30 | \$18,273.30 | \$36,546.60 |
| State W/H - State Income Tax Withholding     | \$8,342.00  |             | \$8,342.00  |
| TSA - TSA DEFERRED COMPENSATION              | \$2,025.75  |             | \$2,025.75  |

Total Regular Payable Process

\$78,092.35 \$73,991.30 \$152,083.65

Total Posted

\$78,092.35 \$73,991.30 \$152,083.65

## 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)                                | \$337.03   |             | \$337.03    |
| 41 AFLAC - GROUP ACCIDENT (C)                           | \$306.01   |             | \$306.01    |
| 42 AFLAC - GROUP CRITICAL ILLNESS (N)                   | \$193.97   |             | \$193.97    |
| 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                      | \$2,121.00 | \$8,354.36  | \$10,475.36 |
| 80 MEDICAL (C) - HEALTH SINGLE                          | \$587.50   | \$11,272.95 | \$11,860.45 |
| 81 MEDICAL (C) - HEALTHY KIDS                           | \$747.50   | \$5,057.91  | \$5,805.41  |
| 82 MEDICAL (C) - HEALTHY SPOUSE                         | \$171.00   | \$972.44    | \$1,143.44  |
| 83 MEDICAL (C) - HEALTHY FAMILY                         | \$2,024.00 | \$9,947.84  | \$11,971.84 |
| CHILD SUPPORT (2 CKS - CHILD SUPPORT (2 CKS) 60         | \$1,118.30 |             | \$1,118.30  |
| DENTAL (C) - DENTAL                                     | \$3,074.52 |             | \$3,074.52  |
| DUE FROM EMPLOYEE 26 - DUE FROM EMPLOYEE ALL CHECKS 126 | \$1,674.34 |             | \$1,674.34  |
| LEGAL SHIELD - LEGAL SHIELD                             | \$17.46    |             | \$17.46     |
| LOCKARD BIWEEKLY - BI WEEKLY 57                         |            | \$4,515.00  | \$4,515.00  |
| MUTUAL OF OMAHA BI - MOO LIFE INSURANCE BI-WEEKLY       | \$615.85   |             | \$615.85    |
| ROTH - IRA - ROTH - IRA                                 | \$150.00   |             | \$150.00    |
| UNITED WAY - UNITED WAY                                 | \$27.00    |             | \$27.00     |
| VISION - VISION C)                                      | \$563.88   |             | \$563.88    |
| WOODMAN LIFE - WOODMAN LIFE                             | \$34.15    |             | \$34.15     |

Total Not Posted

\$16,355.58 \$50,990.89 \$67,346.47

AP Recap Totals

\$94,447.93 \$124,982.19 \$219,430.12



|                       |                   |
|-----------------------|-------------------|
| <b>Kenny Holloway</b> | <b>Mayor</b>      |
| 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](http://www.oceansprings-ms.gov)

To: Honorable Mayor and Board of Alderman

From: Marissa Jones

Date: Meeting Date August 15, 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.

***Jonathan Medina at 4016 Meadow Oak Ln.*** \$179.55/35,000 gallons. The customer had a leak at the relief valve and completed the work himself. It was determined that water did not go through the sewer line.

# CITY OF OCEAN SPRINGS

Water Department  
P. O. Box 1890  
Ocean Springs 39566-1890

City Hall: 1018 Porter Avenue  
Phone: 228-875-4176  
Fax: 228-875-7249

Leak = 35 K  
Adj: = \$ 179.<sup>55</sup>

EA

## REQUEST FOR MITIGATION OF SANITARY SEWER CHARGES

Date of Request: August 4<sup>th</sup>, 2023

Account Number: 01-007208-00

Name of Water/Sewer Customer: Jonathan Medina

Phone Number: 787-605-3969

Property Address: 4016 Meadow Oak LN Ocean Springs MS, 39561

Period of Mitigation: 03/2023- 08/2023

Basis for Request:

Water leak at Relief Valve

Proof of Mitigating Circumstances (i.e., receipts of plumber, statement of work done by owners, etc.)

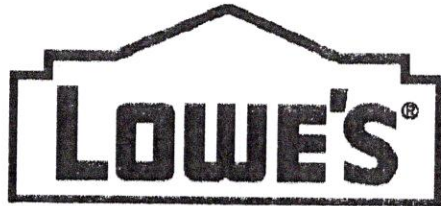
I hereby certify that the above and foregoing is true and correct under penalty of law.

[Signature]  
Signature of Applicant

Date: 8-4-2023

(Please attach receipt or invoice of proof leak has been fixed)





LOWE'S HOME CENTERS, LLC  
3200 HIGHWAY 90  
GAUTIER, MS 39553 (228) 497-0524

- MILITARY - PERSONAL USE SALE -  
- SALE -

SALES#: FSTLAN03 13 TRANS#: 46586051 08-03-23

|                                   |       |
|-----------------------------------|-------|
| 362341 UTIL 2-IN T/P RELIEF ULV   | 25.90 |
| 28.78 DISCOUNT EACH               | -2.88 |
| 5204312 3/4-INX12-INSBREPAIRHOSE( | 19.15 |
| 21.28 DISCOUNT EACH               | -2.13 |
| 456833 PTFE TAPE 1/2-IN X 43-FT   | 2.32  |
| 2.58 DISCOUNT EACH                | -0.26 |

|                      |       |
|----------------------|-------|
| SUBTOTAL:            | 47.37 |
| TOTAL TAX:           | 3.32  |
| INVOICE 92857 TOTAL: | 50.69 |
| DEBITVISA:           | 50.69 |
| CHANGE:              | 0.00  |

TOTAL DISCOUNT: 5.27

THANK YOU FOR YOUR  
MILITARY SERVICE

MYLOWE'S CARD NUMBER: 481000546600170

DEBITVISA: XXXXXXXXXXXX4994 AMOUNT: 50.69 AUTHCD: H86952

CHIP REFID: 270044857752 08/03/23 18:18:07

\*PIN VERIFIED

TRACE : 857752 RETRIEVAL: 270044857752

PURCHASE CASH BACK TOTAL DEBIT

|       |      |       |
|-------|------|-------|
| 50.69 | 0.00 | 50.69 |
|-------|------|-------|

TVR : 8080048000

TSI : 6800 AID : A0000000980840

STORE: 2700 TERMINAL: 44 08/03/23 18:18:22

# OF ITEMS PURCHASED: 3

EXCLUDES FEES, SERVICES AND SPECIAL ORDER ITEMS



THANK YOU FOR SHOPPING LOWE'S.  
FOR DETAILS ON OUR RETURN POLICY, VISIT  
LOWES.COM/RETURNS  
A WRITTEN COPY OF THE RETURN POLICY IS AVAILABLE  
AT OUR CUSTOMER SERVICE DESK

LOWE'S PRICE PROMISE  
FOR MORE DETAILS, VISIT LOWES.COM/PRICEPROMISE

\*\*\*\*\*

AclaraONE / MDM / Customers / Account Search / Account Detail >

## Account Detail - 01007208

**Customer Name** STEFANIE VARGAS & JONATHAN MEDINA      **Address** 4016 MEADOW OAK LN, OCEAN SPRINGS, MS, 39564

Customer Info ()

Consumption (Water) ()

Events ()

### Date Range

 09/01/2022 to 08/04/2023

### Device

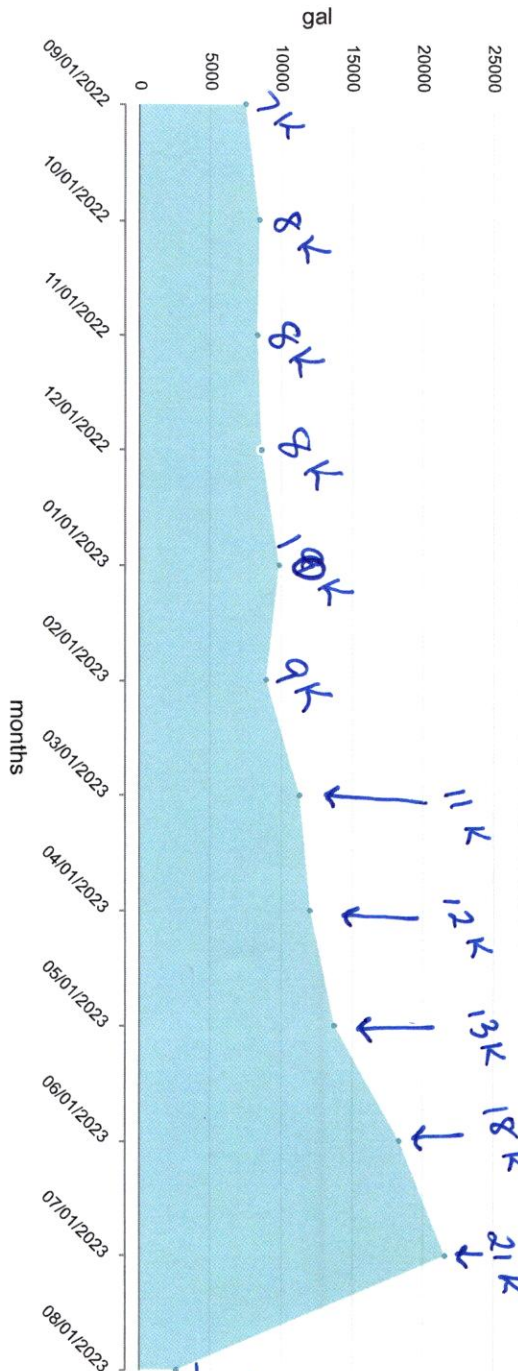
Meter: 86500540

### Interval

Monthly

Time 12/01/2022  
gal 8551.2

Customer Consumption for Water Meter: 86500540



8K gallons per month  
is the avg.

$5mo \times 8K = 40K \text{ gallons}$   
75K gallons total /ale  
-40K gallons  
35K gallons =  
Avg. = \$179.55

| Read Date  | Consumption (gal) |
|------------|-------------------|
| 08/01/2023 | 2543.7            |
| 07/01/2023 | 21526.5           |
| 06/01/2023 | 18279.5           |
| 05/01/2023 | 13713.9           |
| 04/01/2023 | 12011.4           |
| 03/01/2023 | 11264.3           |
| 02/01/2023 | 8879.7            |
| 01/01/2023 | 9809.8            |
| 12/01/2022 | 8551.2            |
| 11/01/2022 | 8261.7            |
| 10/01/2022 | 8405.9            |
| 09/01/2022 | 7425.6            |

## MEMORANDUM

To: Mayor & Board of Aldermen  
From: Rex Stringfellow, Building Official  
Re: Tree Removal Appeal for 3002 Government St  
Section: DEPARTMENT REPORTS  
Meeting Date: August 15, 2023

Dear Mayor and Board:

Please find attached the appeal and original tree application for the removal of three Live Oak trees from Pamela Joiner-Green of 3002 Government St. 1 Live Oak tree in the front yard by the driveway was approved, 1 Oak tree in the front yard to the east was denied, and the 1 Live Oak tree in the backyard was denied.

The reconsideration request states the removal of 1 Live Oak tree in the backyard is to prevent the roots from damaging the water line. The picture on page 6 shows a black plant stand marking the water line location.

The Live Oak tree in the front yard which was originally denied, has already been removed by the homeowner. It appears as though the homeowner removed the wrong tree, since the tree that was approved for removal is still standing. Photos of the incorrectly removed tree are attached.











To whom this may concern:

I am appealing the decision on the cut down of 2 running Live Oak trees in the back. In the picture is a black plant stand, that is where my water line is. I am trying to prevent the roots from those tree roots damaging my water line. Please reconsider your previous decision. Thank you in advance.

Sincerely,

Pamela Joiner-Green

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: 6/19/23

Address/Location of Work to be Performed: 3002 Government St.

**Applicant Information:**

Name: Pamela Joiner-Green Email: pammiejae@gmail.com

Phone: 228-257-9380 Alt Phone: 228-218-6813

**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 2 Live Oak Trees. Tree in front yard was butchered by MS Power all limbs hang over home & drive way. Tree in backyard roots running towards water line.

Recommend Approving Removal of Live Oak Next to Driveway. Tree Root Are starting to Damage the Driveway.

Recommend Denying Removal of the remaining Two Live Oaks, But Allow a 20% Trim of Low Limbs and Deadwood.

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)

Daniel S. J. III  
6/27/23.

contact the Building Department for the  
Kaiser Green

6/19/23  
(Date)

(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 is no handwriting or other markings on the paper.















