



**RECESSED MEETING AGENDA
CITY OF OCEAN SPRINGS
MAYOR & BOARD OF ALDERMEN
TUESDAY, SEPTEMBER 19, 2023 - 6:00 PM**

1. CALL TO ORDER

2. INVOCATION AND PLEDGE OF ALLEGIANCE

3. PROCLAMATION

- a. Commending Police Chief Mark Dunston for his 19 years of service to the City of Ocean Springs Police Department upon his retirement

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

5. NEW BUSINESS

- a. Jazzy Johnz Quote for 2023 Crusin' the Coast and Peter Anderson Festival for a total of \$7,800.00

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

Mayor:

- a. Authorize the Mayor to request Mississippi Power to add a street light on Hanley Road near the railroad tracks
- b. (Amended) Authorize the use of Ward 5 funds to install power to the median at the entrance to Heron Bayou for a total of \$2,666.48

City Clerk:

- c. Approve Minutes: Regular Meeting September 5, 2023
- d. Approve Minutes: Special Call Meeting September 6, 2023
- e. Approve Minutes: Special Call Meeting September 13, 2023
- f. (Amended) Authorize the purchase of an Evergreen Cemetery lot #B3103A for \$3,000.00 to correct a marking error

Mary C:

- g. (Amended) Authorize the Mayor to execute the Memorandum of Understanding and Hold Harmless Agreement with J&E Night & Day

Police Department:

- h. Accept OSPD Monthly Report for August 2023
- i. Authorize Retiring Officer to Purchase Duty Weapon

Fire Department:

- j. Accept OSFD Monthly Report for August 2023

Human Resources/Risk Management:

- k. Authorize employment of Christopher Bernard, Patrolman, Step 3, \$22.50 hourly rate; effective October 2, 2023; one-year probationary status, pending successful completion of all pre-employment requirements

Grants Administration:

- l. Authorize to Execute Subaward Agreement for Use of Jackson County ARPA Funds – American Rescue Plan Act (ARPA) / MS Municipality and County Water Infrastructure Grant (MCWI) – MDEQ Agreement # 127-2-SW-5.6 – FORT BAYOU STORM DRAIN SYSTEM IMPROVEMENTS - \$3,600,000.00
- m. Authorize to Execute Subaward Agreement for Use of Jackson County ARPA Funds – American Rescue Plan Act (ARPA) / MS Municipality and County Water Infrastructure Grant (MCWI) – MDEQ Agreement # 470-2-SW-5.6 – STORM DRAIN IMPROVEMENTS: WEEKS BAYOU, HALSTEAD BAYOU, INNER HARBOR - \$2,800,000.00
- n. Authorize to Execute Subaward Agreement for Use of Jackson County ARPA Funds – American Rescue Plan Act (ARPA) / MS Municipality and County Water Infrastructure Grant (MCWI) – MDEQ Agreement # 482-2-CW-5.5 – UTILITY EVALUATION – CLEAN & VIDEO LINES - \$500,000.00

Project Manager:

- o. Execute the contract between the City and Overstreet and Associates, PLLC for the GIS project with a total cost of \$75,000.00

Zoning Adjustment Board:

- p. Approve a Variance to the minimum side yard setback requirement to allow a building to encroach 2.5 feet into the required side yard on the north side of the property, 1278 Ocean Springs Rd., PID# 60122105.000 – Applicant: KC Consultants LLC – ZAB recommends approval

Historic Preservation Commission:

- q. Approve amendment to a Certificate of Appropriateness for the construction of a new dwelling at 506 Martin Ave., Parcel No.: 60137580.000. Applicants – Elizabeth and Lester McMackin - HPC Recommends Approval

- r. Approval of a Certificate of Appropriateness for construction of a new dwelling at 317 Lovers Lane, PID#: 61058001.000, 61058003.000 and 61058005.000, Old Ocean Springs Historic District. Applicants: Craig and Beth Joachim - HPC Recommends Approval
- s. Approval of a Certificate of Appropriateness for the Construction of a Single Family Dwelling at 802 Iberville Drive / PID# 61030003.000 /– Applicant: Cay T. Wiser – HPC Recommends Approval

Building Department:

- t. Tree Applications with Building Official's Recommendations for applications received through Sept. 12, 2023
- u. Monthly Building Report - August 2023
- v. Accept Code Report through September 13, 2023

Parks & Recreation Department:

- w. Approve Facility Use Agreement for Ocean Springs Baseball Organization for the Hwy 57 Sports Complex September 10 - December 31, 2023
- x. Approve Facility Use Agreement for Ocean Springs Girls Softball for the use of the Hwy 57 Sports Complex September 12 - November 20, 2023

7. DEPARTMENT REPORTS

- a. City Clerk: (Amended) 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. City Clerk: Authorize the close out of funds and transfer the remaining balances to the municipal reserve fund for a total of \$1,021,658.55
- d. City Clerk: (Amended) Authorize Budget Amendments

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

9. MAYOR AND ALDERMEN'S FORUM

10. EXECUTIVE SESSION

ADJOURN UNTIL 6: 00 P.M. on October 3, 2023



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

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



228.875.4236 | www.oceansprings-ms.gov

MEMORANDUM

To: Mayor & Board of Aldermen

From: Ravin Nettles, Community Development

Re: Jazzy Johnz Quote for 2023 Crusin' the Coast and Peter Anderson Festival for a total of \$7,800.00

Section: NEW BUSINESS

Meeting Date: September 19, 2023

Dear Mayor and Aldermen,

I respectfully request approval of the attached \$7,800.00 quote from Jazzy Johnz for Cruisin' the Coast 2023 and the Peter Anderson Festival 2023. This includes a 10-station luxury restroom trailer and an ADA 3-station restroom trailer for CTC and PAF, service attendant each day, setup and removal, and all supplies for these events. The difference in price from last year to this year is \$660.



INVOICE

Jazzy Johnz

PO Box 3656
Gulfport 39505
www.jazzyjohnz.com
info@jazzyjohnz.com
(228) 731-3689

BALANCE DUE \$3,660.00

City of Ocean Springs

rnettles@oceansprings-ms.gov

Invoice#	INV-04449
Invoice Date	August 07, 2023
Due Date	December 08, 2023
Service Date Range	11/4-11/7/2023
Guest Count Max	2000
Connections Available	Both - Water & Electricity
Event Location	Peter Anderson Festival: Ocean Springs MS; Set-up locations to be discussed week of event

ITEM & DESCRIPTION	DISCOUNT	AMOUNT
The Dectet (10-Station Luxury Restroom Trailer)	25.00%	\$1,800.00
Rental Includes:		1 x 2,400.00
• waste removal (post event only) • restroom supplies (hand soap, hand sanitizer, toilet paper & paper towels) • extension cords & water hoses • A/C, heat (if applicable) & music		
Available Upon Request:		
• Ultra-Quiet Generator (\$150) - Inquire if Needed • On-board Water Tank (\$0; if we can fill up on site or \$100 if we need to bring water) - Inquire if Needed • Weekend Pick-Up: \$100 (varies based on delivery distance) • Same-Day Delivery & Pick-Up (weekends only): \$200 (may vary based on delivery distance)		

ITEM & DESCRIPTION	DISCOUNT	AMOUNT
The Blues: ADA-Compliant 3-Station Restroom Trailer Rental Includes: • waste removal (post event only) • restroom supplies (hand soap, hand sanitizer, toilet paper & paper towels) • extension cords & water hoses • A/C, heat (if applicable) & music Available Upon Request: " "	25.00%	\$1,500.00 1 x 2,000.00
Delivery, Set-Up & Pick Up - COMPLIMENTARY - Delivery for Both Trailers: by 11/3 (approx) Pick Up for Both Trailers: 11/6 (approx)	0.00	\$0.00 0 x 200.00
Restroom Attendant Saturday, Nov. 4: 8 am - 5 pm Attendant: TBD TASKS: - Will maintain cleanliness of restrooms/stalls for both men's and women's units - Will keep all restroom items re-stocked - Will monitor waste levels - Will conduct final cleaning & any necessary re-stocking	0.00	\$180.00 9 x 20.00

ITEM & DESCRIPTION	DISCOUNT	AMOUNT
Restroom Attendant	0.00	\$180.00
Sunday, Nov. 5: 8 am - 5 pm		9 x 20.00
Attendant: TBD		
TASKS:		
" "		
Thank you again for trusting Jazzy Johnz to help make your event a huge success.	Sub Total	3,660.00
	Total	\$3,660.00
Questions? info@jazzyjohnz.com (228) 731-3689 www.jazzyjohnz.com	Balance Due	\$3,660.00

Terms & Conditions

This invoice is valid for a maximum period of 5 days from the invoice date. Due to the high volume of requests, Jazzy Johnz cannot guarantee availability past the 5-day invoice period without a deposit. A deposit is required to lock in/guarantee a trailer. All outstanding balances must be submitted 7 days prior to the event. All drop/off and pick up dates listed in this invoice are approximations. Jazzy Johnz delivery reps schedule all trailer deliveries and pick-ups with client(s) the week of event.



INVOICE

Jazzy Johnz

PO Box 3656
Gulfport 39505
www.jazzyjohnz.com
info@jazzyjohnz.com
(228) 731-3689

BALANCE DUE \$4,140.00

City of Ocean Springs

rnettles@oceansprings-ms.gov

Invoice#	INV-04448
Invoice Date	August 07, 2023
Due Date	November 09, 2023
Service Date Range	10/4-10/9/23
Guest Count Max	2000
Connections Available	All - Electrical, Water & Sewer
Event Location	Cruisin' the Coast: Ocean Springs MS; Set-up locations to be discussed week of event

ITEM & DESCRIPTION	DISCOUNT	AMOUNT
The Dectet (10-Station Luxury Restroom Trailer)	25.00%	\$1,800.00
Rental Includes:		1 x 2,400.00
• waste removal (post event only) • restroom supplies (hand soap, hand sanitizer, toilet paper & paper towels) • extension cords & water hoses • A/C, heat (if applicable) & music		
Available Upon Request:		
• Ultra-Quiet Generator (\$150) - Inquire if Needed • On-board Water Tank (\$0; if we can fill up on site or \$100 if we need to bring water) - Inquire if Needed • Weekend Pick-Up: \$100 (varies based on delivery distance) • Same-Day Delivery & Pick-Up (weekends only): \$200 (may vary based on delivery distance)		

ITEM & DESCRIPTION	DISCOUNT	AMOUNT
The Blues: ADA-Compliant 3-Station Restroom Trailer Rental Includes: • waste removal (post event only) • restroom supplies (hand soap, hand sanitizer, toilet paper & paper towels) • extension cords & water hoses • A/C, heat (if applicable) & music Available Upon Request: ""	25.00%	\$1,500.00 1 x 2,000.00
Delivery, Set-Up & Pick Up - COMPLIMENTARY - DELIVERY: ADA: (10/4 approx) 10-Station: (10/5 approx) PICK-UP: Both Trailers: (10/9 approx)	0.00	\$0.00 0 x 200.00
Restroom Attendant *based upon availability* Requested Time Frame: THURS. OCT 5: 7 am -2:30pm; Attendant: TBD, and 2:30-10 pm; Attendant: TBD - Will maintain cleanliness of restrooms/stalls for both men's and women's units	0.00	\$300.00 15 x 20.00

ITEM & DESCRIPTION	DISCOUNT	AMOUNT
- Will keep all restroom items re-stocked - Will monitor waste levels - Will conduct final cleaning & any necessary re-stocking		
Restroom Attendant FRIDAY, OCT. 6th: 7 am - 2pm; Attendant: TBD & 2 pm - 10 pm; Attendant: TBD	0.00	\$300.00 15 x 20.00
Restroom Attendant SATURDAY, OCT. 7th: 7 am - 1 pm; Attendant: TBD & 1 pm - 7 pm; Attendant: TBD	0.00	\$240.00 12 x 20.00
Thank you again for trusting Jazzy Johnz to help make your event a huge success. Questions? info@jazzyjohnz.com (228) 731-3689 www.jazzyjohnz.com	Sub Total Total Balance Due	4,140.00 \$4,140.00 \$4,140.00

Terms & Conditions

This invoice is valid for a maximum period of 5 days from the invoice date. Due to the high volume of requests, Jazzy Johnz cannot guarantee availability past the 5-day invoice period without a deposit. A deposit is required to lock in/guarantee a trailer. All outstanding balances must be submitted 7 days prior to the event. All drop/off and pick up dates listed in this invoice are approximations. Jazzy Johnz delivery reps schedule all trailer deliveries and pick-ups with client(s) the week of event.



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

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



228.875.4236 | www.oceansprings-ms.gov

MEMORANDUM

To: Mayor & Board of Aldermen

From: Rob Blackman, Alderman

Re: (Amended) Authorize the use of Ward 5 funds to install power to the median at the entrance to Heron Bayou for a total of \$2,666.48

Section: CONSENT AGENDA

Meeting Date: September 19, 2023

See the attached quote for materials and labor from Engel. Also, see below from Geoff at SREPA for labor and materials. This is for SREPA to bore and install power to the median at the entrance to Heron Bayou and for Engel to install the material that we will purchase to install a meter base, and lights on the entry sign. The costs are \$626.48 for materials, \$1040.00 for labor, and \$1000.00 for SREPA. Total \$2666.48.

I am requesting to use Ward 5 funds for this project.

175 Bechtel Blvd.
Ocean Springs · MS · 39564
228.219.6753

~~INVOICE~~

~~INVOICE~~ # Quote

DATE: 9 / 15 / 23

DUE DATE: _____

TERMS: Net 15

BILL TO: City of Ocean Springs

JOB LOCATION

PURCHASE ORDER

Heron Bayou

Rob

DESCRIPTION OF WORK

(2) Add new 200 amp service behind entrance sign, add breaker panel. Install LED lights on photo eye.

LABOR / SERVICE CALL		Hours	Rate	Amount
Service Call				
Labor	J. Engel	8	65	520.00
	K. Smith	8	65	520.00
			Total Labor	1040.00

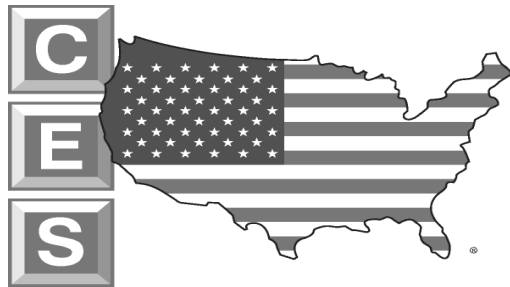
[illegible]

Customer Signature _____

~~Electrician/Technician~~

Thank you for your valued business! We look forward to working with you again.

TOTAL LABOR	1040.00
TOTAL MATERIAL	0
SUBTOTAL	1040.00
TAX	—
TOTAL AMOUNT DUE	\$1040.00



C.E.S. (Gulfport)
10031 Lorraine Rd., Gulfport, MS,
39503.

Phone: 228-604-8282
Fax: 228-604-8440
Email: Gulfport0734@cityelectricssupply.com

QUOTATION

GFP/004196

Valid From: 15 Sep 2023
Valid Until: 20 Sep 2023

Page 1/2

CITY ELECTRIC SUPPLY
CITY OF OCEAN SPRINGS

PO BOX 1800
OCEAN SPRINGS, MS
39566

Phone: 2288754236
Fax: 228- *875-7249

Entered by: Donald Jordan
Sales Rep: Donald Jordan

Account No.: 07340042001
Order Number: HERRON BAYOU SIGN

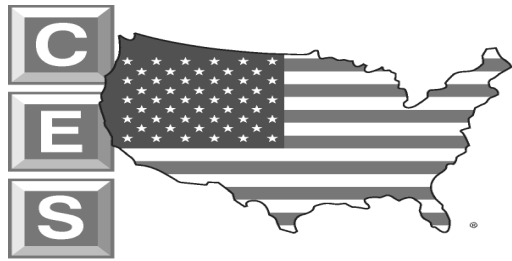
Qty	Item	Description	\$ Price Per	\$ Goods
2	CHRG25 WSCSBZK	FLD 25W WS CCT 120-277V BZ KNUCKLE/YOKE	79.00 E	158.00
1	MILBANK UAP7040-XL-TG-HSP	200A 4T OH/UG RL METER SOCKET	99.00 E	99.00
1	C-H BR24L70RP	LDCNTR 70A MLO 3R	71.50 E	71.50
1	C-H DS125H1	1-1/4 PLATE TYPE HUB	17.19 E	17.19
1	TOPAZ ELECTRIC 114	1-1/4" RGD OFFSET NIP	706.43 C	7.06
2	TOPAZ ELECTRIC 284	1-1/4" STEEL LOCKNUT	74.95 C	1.50
2	C-H BR120	SP-120V-20A CB	7.07 E	14.14
100	WI NM050	WI NON MET LQD TTE COND 1/2"X100 FT	99.00 C	99.00
1	INTERMATIC EK4136S	STEM MOUNT ELECT PHOTO CNTRL	22.99 E	22.99
10	THHN-4-STR-BLK-CU	THHN-4-BLK-19STR-CU	1395.00 M	13.95
2	WI FSB50/4	WI 1G 2" DEEP BOX 4X1/2" H	593.84 C	11.88
2	WI BP10	WI 1G BLANK STEEL COVER	180.32 C	3.61
8	TOPAZ ELECTRIC P471	1/2" STR LT PLASTIC CONN	155.86 C	12.47
10	PIPE PVC200	2" PVC SCH40	275.00 C	27.50
1	TA20	2" PVC TERM ADAPTER SCH 40	182.02 C	1.82
1	TOPAZ ELECTRIC 286	2" STEEL LOCKNUT	119.00 C	1.19
1	SOUTHERN ZZ588	5/8X8 GALV GR ROD	17.95 E	17.95
1	F4P GRC-58	5/8" GRND ROD CLAMP	399.00 C	3.99
8	BARE-SD-4-SOL 1000R	BARE SD 4 SOLID 1000 REEL	1335.60 M	10.68

Prices may be subject to change from manufacturer at the time of dispatch. When ordering please use above quotation number.

Seller assumes no responsibility for quoted materials meeting job specifications unless specifically stated in writing.

Substitution of similar quality material is permitted. All special order material is non-returnable or subject to the manufacturer's return goods policy.

E&OE



C.E.S. (Gulfport)
10031 Lorraine Rd., Gulfport, MS,
39503.

Phone: 228-604-8282
Fax: 228-604-8440
Email: Gulfport0734@cityelectricsupply.com

QUOTATION

GFP/004196

Valid From: 15 Sep 2023
Valid Until: 20 Sep 2023

Page 2/2

CITY ELECTRIC SUPPLY
CITY OF OCEAN SPRINGS
PO BOX 1800
OCEAN SPRINGS, MS
39566
Phone: 2288754236
Fax: 228- *875-7249

Entered by: Donald Jordan
Sales Rep: Donald Jordan

Account No.: 07340042001
Order Number: HERRON BAYOU SIGN

Qty	Item	Description	\$ Price Per	\$ Goods
10	PIPE GALV050	1/2" GALVANIZED CONDUIT	310.60 C	31.06

Please do not hesitate to contact us if we can be of any further assistance.

Sincerely Yours,

Donald Jordan

Seller shall not be responsible for any failure to perform, or delay in performance of, its obligations resulting from the COVID-19 pandemic or any future epidemic, and Buyer shall not be entitled to any damages resulting thereof.

(QUOTE ONLY. NOT A RECEIPT) Goods Total:	\$626.48
Tax Total:	\$0.00
Total:	\$626.48

Prices may be subject to change from manufacturer at the time of dispatch. When ordering please use above quotation number.

Seller assumes no responsibility for quoted materials meeting job specifications unless specifically stated in writing.

Substitution of similar quality material is permitted. All special order material is non-returnable or subject to the manufacturer's return goods policy.

E&OE

REGULAR MEETING OF SEPTEMBER 5, 2023 MINUTES

CALL TO ORDER

Be it remembered that the Mayor and Board of Aldermen of the City of Ocean Springs met in a Regular Meeting at City Hall in the City of Ocean Springs at 6:00 p.m. on September 5, 2023. Mayor Holloway presided, and Aldermen Burgess, Authement, Wade, Cox, Papania, Blackman, and Impey were present. Also present were City Attorney Robert Wilkinson, City Attorney Will Norman, 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, 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 Impey led the Pledge of Allegiance.

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

PROCLAMATIONS/PRESENTATIONS

a. Arts and Culture Coordinator - Mary C. O'Keefe Cultural Arts Center Update
Rescheduled for October Regular Meeting.

PUBLIC HEARINGS

a. Adopt a Resolution adopting the FY 2023 - 2024 Uniform Assessment Schedule
A motion was made by Alderman Wade, seconded by Alderman Authement, and unanimously carried to open the Public Hearing.

The Deputy City Clerk explained the Public Hearing was approved and scheduled by Resolution at the previous Board meeting and is to allow public comment before adoption.

No public comment.

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 Cox to adopt the FY 23-24 Uniform Assessment Schedule. 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

No public comment.

OLD BUSINESS

- a. Request to Approve 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

Donovan Scruggs spoke for Elliott Land Developments, LLC., and said a letter has been submitted that addresses all of the previous concerns. He said Jackson County has provided documentation that they will be responsible for the cost to repair the bridge, not the city. He added that traffic counts and reports have been rereviewed and determined that traffic has decreased on Hanshaw Road since 2012. A motion was made by Alderman Blackman, seconded by Alderman Papania, and unanimously carried to approve the Preliminary Plat for an 80-lot Subdivision in the R-1 (Low-Density Residential District) Using the Density Bonus Regulations at 4414 Hanshaw Road PID# 60126070.000.

- b. Ordinance Adoption: Vacate Undeveloped Right-of-Way (ROW) in Pecan Grove Subdivision Labeled as “REHAGE” – Planning Commission Confirmed Interested Parties

The Planning & Grants Administrator explained an agreement between the City and the applicant to vacate the southern half of twenty feet of the ROW. A motion was made by Alderman Wade and seconded by Alderman Authement to adopt an Ordinance to partially vacate undeveloped right-of-way in Pecan Grove Subdivision Labeled as “REHAGE”. 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

- c. Authorize to Execute Lease Agreement Related to the License to Encroach into the Public Right-of-Way for the construction of a deck. Applicant – 711 Washington Ave., Parcel No.: 60137022.000 – Kilwins Ice Cream Shop, Representative - Henry Furr

A motion was made by Alderman Authement and seconded by Alderman Burgess to authorize to execute the lease agreement related to the license to encroach on the public right-of-way for the construction of a deck at 711 Washington Ave., Parcel No.: 60137022.000 – Kilwins Ice Cream Shop for \$876.00 per year. The motion carried

with a roll call vote as follows:

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

Nay: Alderman Papania, Alderman Impey

- d. Appoint two members to the Library Board effective September 6, 2023

A motion was made by Alderman Impey, seconded by Alderman Cox, and unanimously carried to appoint William Moore and Margaret Reynolds to the Library Board terms expiring July 31, 2028.

- e. Recommendation of Award and Execute contracts for Disaster Debris MONITORING Services

A motion was made by Alderman Cox, seconded by Alderman Blackman, and unanimously carried to award and execute contracts for Disaster Debris Monitoring Services with Debris Tech.

- f. Recommendation of Award and Execute contracts for Disaster Debris REMOVAL Services

A motion was made by Alderman Cox, seconded by Alderman Blackman, and unanimously carried to award and execute contracts for Disaster Debris Removal Services to DRC, LLC. and to Phillip Jordan as an alternate.

NEW BUSINESS

- a. Authorize the Mayor to execute the Alexander, Van Loon, Sloan Levens, Farve, PLLC (AVL) contract for the year ending September 30, 2023 Audit not to exceed \$58,000

A motion was made by Alderman Papania, seconded by Alderman Blackman, and unanimously carried to authorize the Mayor to execute the Alexander, Van Loon, Sloan, Levens, Farve, PLLC (AVL) contract for the year ending September 30, 2023 Audit not to exceed \$58,000.

CONSENT AGENDA

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

Mayor:

- a. Approve the Special Event Permit Application for the Ocean Springs High School Homecoming Parade on Wednesday, September 13, 2023, from 5:30 p.m. until 7:00 p.m., Parade beginning on Jackson Avenue to Front Beach Drive to Porter Avenue to Washington Avenue to Government Street ending at Ocean Springs Upper Elementary; there will be overtime cost incurred by the City
- b. Approve Run Permit Application for the Ocean Springs Bridge 8K Run on Saturday, September 5, 2023 - REGULAR MEETING Minutes

September 16, 2023, from 8:00 a.m. until 10:00 a.m., Front Beach/Bridge Run; there will be no overtime cost incurred by the City

- c. Approve the Special Event Application for the Mississippi Songwriter's Association 2023 Songwriter's Festival, September 22, 2023, 6:00 - 9:00 p.m., Fort Maurepas Park.
- d. Approve the Special Event Permit Application for the Discover Christmas Parade & Toy Drive on Sunday, December 10, 2023, from 2:00 p.m. until 5:00 p.m., Parade beginning on Front Beach Drive to Porter Avenue to Washington Avenue to Government Street ending at Ocean Springs Lumber & Supply; the applicant will pay all costs
- e. Adopt the Resolution to allow the sale of beer by the American Legion Post #42 for the duration of 2023 Cruisin' the Coast
- f. Authorize waiving the \$300 deposit for use of the Ocean Springs Civic Center and the \$600 rental fee for use of the Ocean Springs Civic Center for CASA of Southeast of Mississippi's 9th annual CASA Blues fundraising event on March 14-15, 2024; to advertise the resources of the City

City Clerk:

- g. Accept the August 2023 Aged Receivable Report for utility billing
- h. Approve new design for the official City Seal
- i. Authorize the Mayor to execute the YMCA 2023-2024 Lease of the Taconi Building, with the same terms as the previous year
- j. Authorize the Mayor to execute Amendment 1 of the Grounds Maintenance Contract
- k. Approve Minutes: Recess Meeting August 15, 2023
- l. Approve Minutes: Special Call Meeting August 21, 2023
- m. Ratify electronic payment to MS State Department of Health for \$403.25 for childcare program fingerprint cards
- n. Ratify electronic payment to WEX Bank for \$518.18 for July city fuel purchases
- o. Ratify check 127040 to April Chambers for \$1,050.00 for city park cleaning and locking

Police Department:

- p. Authorize Out of State Travel for Professional Training - Employee #1634, September 11-15, 2023, Glynnco, GA - Digital Photography for Law Enforcement Level 1
- q. Authorize Out of State Travel for Professional Training - Employee #840, November 5-9, 2023, Las Vegas, Nevada - Conducting Comprehensive School Risk Vulnerability Assessment

Fire Department:

- r. Authorization to Declare Asset #4714 Surplus

Human Resources/Risk Management:

- s. Authorize promotion of Sergeant Gregory McClellon to Lieutenant, Step 1, \$25.50 hourly rate, effective September 16, 2023, six-month probationary status; authorize to begin the process of filling the vacant position
- t. Authorize transfer of Patrolman Will Nichols to Dispatcher, Step 8, \$18.45 hourly rate; effective September 30, 2023; six-months probationary status
- u. Accept retirement of Dispatcher Eli Savage, effective September 30, 2023; authorize to begin the process of filling the vacant position
- v. Accept the resignation of Part-Time Police Officer Christian Weir, effective immediately
- w. Authorize employment of Brett Dodson, Certified Firefighter, Step 10, \$17.79 hourly rate; effective September 12, 2023; one-year probationary status, pending successful completion of all pre-employment requirements
- x. Authorize removal of Parks Laborer A Gary Cooper from probationary status to full-time status effective September 6, 2023
- y. Authorize employment of Nicole Gazzo, Athletic Coordinator, Step 1, \$17.87 hourly rate, effective September 6, 2023; one-year probationary status, pending successful completion of all pre-employment requirements
- z. Accept the resignation of Equipment Operator Connor Jarrett, effective September 1, 2023; authorize to begin the process of filling the vacant position
- aa. Authorize employment of Ronnie Owens, Water Laborer, Step 5, \$16.15 hourly rate; effective September 6, 2023; one-year probationary status, pending successful completion of all pre-employment requirements

Planning Commission:

- bb. Approval for a Residential Short-Term Rental Permit – 605 Kotzum – Tina Sullivan – Planning Commission Recommends Approval
- cc. Approval for a Residential Short-Term Rental Permit – 122 Booth Circle – Francisco Ferreiro-Sarduy – Planning Commission Recommends Approval
- dd. Approval for a Residential Short-Term Rental Permit – 401 Maginnis – Jacqueline Locke – Planning Commission Recommends Approval

Grants Administration:

- ee. Adopt Resolution Related to – MDEQ RESTORE Funds – Front Beach Event Center and Marina – Signatory Authority for the Mayor to Sign Restore Act Related Agreements
- ff. Authorize to execute the Contract for Construction with 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:

gg. Authorize Neel-Schaffer, Inc. to Manage Stormwater Management Plan Contract hh.

Tree Applications with Building Official Recommendations for applications received through 8/29/2023

ii. Accept Code Report through August 31, 2023

Parks & Recreation Department:

jj. Approve the Facility Use Agreement for Youth Lacrosse - Highway 57 Sports Complex - September 2023 to December 2023

Public Works:

kk. Accept Grease Trap Variances Inspection Report July 2023

ll. Adopt a Resolution to sell surplus property with a value of less than \$1,000.00

mm. Approve GT Instruments as an Electrical Subcontractor for the city

DEPARTMENT REPORTS

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

A motion was made by Alderman Impey, seconded by Alderman 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. Finance: Accept the Monthly Budget Report

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

- c. Building: Tree Appeal for 3710 Queen Elizabeth Dr

The Building Official said during his first visit to the home he didn't notice any damage and denied the tree removal, but during his second visit he observed damage to the inground pool. He now recommends granting the appeal and allowing the removal of the tree. A motion was made by Alderman Burgess, seconded by Alderman Authement, and unanimously carried to grant the appeal and removal of the tree at 3710 Queen Elizabeth Dr.

GENERAL PUBLIC COMMENT

Discussion with the public, the mayor, and the Board concerning the City's proposed Urban Renewal Plan. Public speakers: Ester Payton, Cynthia Wilson Fisher, Yaya Mohammed, Pamela Blackman, Mike Illane, Greg Gipson, and Gloria Manning.

MAYOR AND ALDERMEN'S FORUM

Alderman Burgess requested a ride along with the Public Works Director next week.

Alderman Authement asked for a Marble Springs update. The Planning & Grants Administrator said the grant portion is finished. The Project Manager said they are landscaping now.

Alderman Blackman asked the Planning & Grants Administrator for an update on the Government Sidewalk Project. She replied it is in the last step needed for authorization from MDOT to advertise.

Alderman Impey asked about road paving. Alderman Cox replied that he had spoken with Supervisor Ross and said they would be in Ocean Springs in three months.

EXECUTIVE SESSION

None.

RECESS UNTIL 6:00 P.M. on September 19, 2023

A motion was made by Alderman Blackman, seconded by Alderman Impey, and unanimously carried to recess the meeting until 6:00 p.m. on September 19, 2023.

The meeting ended at 6:50 p.m.

Mayor Date

Clerk Date

**The Minutes of the City of Ocean Springs
Mayor & Board of Aldermen
Wednesday, September 6, 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 in the City of Ocean Springs at 6:00 p.m. on September 6, 2023. Mayor Holloway presided, and Aldermen Authement, Wade, Cox, Papania, Blackman, and Impey were present. Alderman Burgess attended the meeting by teleconference pursuant to Section 25-41-5 of the Mississippi Code. Also present were City Attorney Will Norman, City Clerk Patty Gaston, Deputy City Clerk Vicky Hupe, Police Captain Ryan Lemaire, Fire Chief Derek McCoy, Public Works Director Allan Ladnier, and Admin & Community Relations Coordinator Ravin Nettles.

The Mayor called the meeting to order.

A motion was made by Alderman Impey and seconded by Alderman Cox to accept the agenda. The motion carried with a roll call vote as follows:

Aye: Alderman Burgess, Alderman Authement, Alderman Wade, Alderman Cox, Alderman Papania, Alderman Blackman, and Alderman Impey

Nay: None

The object of the meeting will be any matters pertaining to:

1. Public Hearing - Fiscal Year (FY) 2023 - 2024 Proposed Budget

A motion was made by Alderman Papania and seconded by Alderman Impey to open the Public Hearing. The motion carried with a roll call vote as follows:

Aye: Alderman Burgess, Alderman Authement, Alderman Wade, Alderman Cox, Alderman Papania, Alderman Blackman, and Alderman Impey

Nay: None

The City Clerk gave a summary of the proposed budget for FY 23-24. She said the proposed General Fund Budget is \$17,415,239. She said the City's mill value increased from \$210,000 to \$217,000 which should generate \$282,000 more in general fund. She explained most of the increases in expenses are due to salary increases and new positions. She gave a summary of the 2% Food & Beverage Tax Fund. She explained the fund can only be used for public safety, parks & recreation, and tourism. She said that \$600,000 will offset the cost of two new firetrucks.

There were no opponents against the proposed budget.
There were no proponents for the proposed budget.

Geri Mayfield asked what the \$15,000 for New Year's Eve was for. The City Clerk responded that there would be a new City event downtown for a New Year's Eve Ball

Drop.

A motion was made by Alderman Blackman and seconded by Alderman Wade to close the Public Hearing. The motion carried with a roll call vote as follows:

Aye: Alderman Burgess, Alderman Authement, Alderman Wade, Alderman Cox, Alderman Papania, Alderman Blackman, and Alderman Impey

Nay: None

Alderman Cox said he requested the automatic 3% increase for water and sewer charges be suspended this fiscal year. The City Clerk responded that with costs continuing to increase, it was not in the City's best interest to not collect the additional \$200,000 per year. She also reminded all that Ocean Springs's minimum water bill is lower than neighboring cities. The Mayor asked for a consensus of the Board to be given to the Clerk to determine if the automatic increase would be included in this budget.

Alderman Cox said he requested an additional Assistant Director be added to the Public Works budget, but his request went unanswered. The City Clerk responded that the Finance Committee reviewed the request but did not move forward. A motion was made by Alderman Cox and seconded by Alderman Wade to include an additional Assistant Director in the Public Works budget. The motion failed with a roll call vote as follows:

Aye: Alderman Authement, Alderman Wade, and Alderman Cox

Nay: Alderman Burgess, Alderman Papania, Alderman Blackman, and Alderman Impey

2. Adopt Resolution Fixing the Tax Levy for FY 2023 - 2024

A motion was made by Alderman Impey and seconded by Alderman Papania to adopt the Resolution Fixing the Tax Levy for FY 2023-2024 setting the City at 28.92 mills. 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

A motion was made by Alderman Impey and seconded by Alderman Blackman to adopt the Resolution Fixing the Tax Levy for FY 2023-2024 setting the School District at 66.35 mills. 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

3. Adopt a Resolution setting the Public Hearing for the Urban Renewal Plan

A motion was made by Alderman Blackman and seconded by Alderman Authement to adopt a Resolution setting the Public Hearing for the Urban Renewal Plan for October 2, 2023, at the Civic Center at 6:00 p.m. 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

A motion was made by Alderman Impey and seconded by Alderman Wade to adjourn
the meeting. 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

Mayor

City Clerk

**The Minutes of the City of Ocean Springs
Mayor & Board of Aldermen
Wednesday, September 13, 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 in the City of Ocean Springs at 5:00 p.m. on September 13, 2023. Mayor Holloway presided, and Aldermen Burgess, Authement, Wade, Cox, Papania, Blackman, and Impey were present. Also present were City Attorney Anthony Liberato, City Clerk Patty Gaston, Deputy City Clerk Vicky Hupe, Police Captain Ryan Lemaire, Human Resources & Risk Management Director Mindy McDowell, and Admin & Community Relations Coordinator Ravin Nettles.

The Mayor called the meeting to order.

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

The object of the meeting will be any matters pertaining to:

1. Adopt the City of Ocean Springs Fiscal Year 2023 - 2024 Budget

The City Clerk said minor changes were made to the proposed budget previously presented. She said projects with funds that will not be spent before October 1, 2023, the funds will be moved to the FY 23-24 budget. No questions from the Board. A motion was made by Alderman Impey and seconded by Alderman Authement to adopt the City of Ocean Springs Fiscal Year 2023 - 2024 Budget. The motion carried with a roll call vote as follows:

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

Nay: None

A motion was made by Alderman Impey, seconded by Alderman Blackman, and unanimously carried to recess the meeting until 6:00 p.m. on September 19, 2023.

The meeting ended at 5:05 p.m.

Mayor

Date

City Clerk

Date

Finnegan Lot Issue in Evergreen Cemetery

Steve Hebbler / July 24, 2023

Mr. Martin Finnegan bought two 4' X 10' cemetery plots in Evergreen Cemetery.

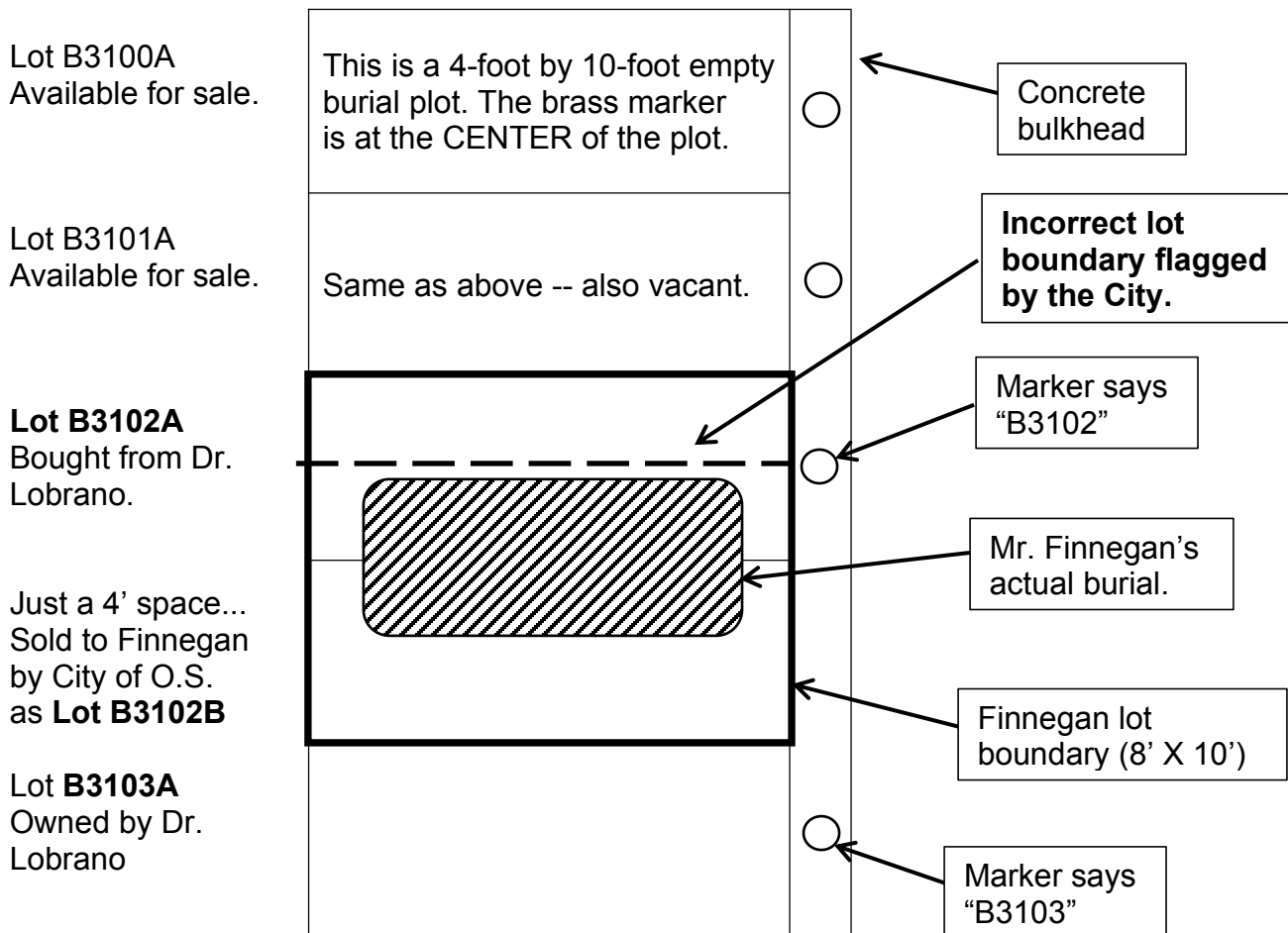
One lot (Lot B3102A) was purchased from Dr. Lobrano (this lot was separated from Lobrano's other four lots by a 4' by 10' empty space that was not designated as a burial plot).

The City of Ocean Springs sold Mr. Finnegan the 4' X 10' space designating it as Lot B3102B.

There is a marker on the bulkhead identifying the CENTER of Lot B3102 [all marked lots are assigned the letter "A"]. There is no marker for lot B3102B as it was initially just empty space.

When the city flagged the lot for Mr. Finnegan's burial on July 10, 2023, the flag was incorrectly positioned at the CENTER of Lot B3102 instead of at the EDGE of the lot. this is shown as the dashed line in the figure below.

Consequently, when Mr Finnegan was buried on July 11, 2023, the funeral home placed him near the center of his 8-foot wide lot, rather than on the left side. Subsequently, there is only about two feet left on to the right of Mr. Finnegan for his wife's future burial. This is not enough space for an additional casket burial.



The solution for this problem is for the City of Ocean Springs to purchase Lot B3103A from Dr. Lobrano and deed the south/left half of the lot (2' X 10') to Mr. Finnegan. This would provide enough space to the right of Mr. Finnegan for his wife's future burial. Dr. Lobrano and his wife have confirmed that they are willing to sell the lot to the City. The current price for a burial lot is \$3000.00.



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 J&E NIGHT & DAY & THE MARY C. O'KEEFE CULTURAL ARTS CENTER

J&E Night & Day ("J&E") and The Mary C. O'Keefe Cultural Arts Center ("the Mary C") now enter this Memorandum of Understanding and Hold Harmless Agreement ("Agreement") regarding J&E's services 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 Mary C will provide J&E with reasonable space necessary for the Mary C bar operation.
4. The Mary C will provide J&E with access to the Mary C kitchen to use the water, ice, and other reasonable materials as the Mary C may allow.
5. The Mary C will provide J&E with storage space for liquor, beverages, and other reasonable materials necessary for J&E to perform its obligations as provided herein.
6. The Mary C and J&E will work together and maintain a calendar with all proposed events, programs, workshops, exhibitions, and the like to be held at or in connection with the Mary C. The calendar shall be available for viewing by all parties in order to maintain effectiveness and efficiency in scheduling events at the Mary C. The Mary C and J&E will also work together to determine the details of the events, including whether these events are to be held inside or outside, the estimated number of guests, and expected duration of the events.
7. The City reserves the right to review all services provided by J&E in connection with the Mary C.

8. The Mary C will provide an "open bar" sign for the bar, as well as a movable cart for outdoor bar and catering purposes that J&E may use in providing services to the Mary C as discussed herein.

J&E Requirements

9. J&E agrees to stock and staff the bar at the Mary C throughout the term of this agreement, and any subsequent renewals, as provided herein.
10. J&E agrees to procure all supplies, services and personnel which are necessary for the Mary C bar operation, including supplying the beverage items which shall consist of, but not necessarily be limited to, alcoholic and non-alcoholic beverages, beer and light wine, but only to the extent that any of the foregoing may now or hereafter be legally sold at the Mary C, in accordance with this Agreement, and applicable laws, ordinances, rules and regulations.
11. J&E hereby agrees to use commercially reasonable efforts to prevent patrons from bringing any outside alcoholic beverages into the Mary C for consumption or otherwise.
12. J&E shall provide a menu of food items to be served at the Mary C.
13. J&E shall obtain and maintain in force throughout the term of this agreement, and any subsequent renewals, all required food, alcohol and other licenses and permits and renewals thereof. The Mary C may establish, in its sole but reasonable discretion, the times and locations at which J&E

may sell food, alcoholic and nonalcoholic beverages. J&E acknowledges and agrees that the Mary C and its affiliates require all retailers, distributors/wholesalers and distillers/brewers of alcoholic beverages that the Mary C and its affiliates conduct business with, including, but not limited to, J&E, to, and J&E shall, strictly comply with all local, state and federal laws and regulations, which may be applicable to J&E and the purchase, marketing, promotion, advertising and sale of alcoholic beverages. Further, J&E shall not conduct any business in violation of any local, state and federal Alcohol Laws.

14. J&E may access the internet through their own laptops or other devices.
15. J&E will maintain the space in a neat, clean, and organized manner, remove their own trash, and clean up after each event.
16. Any changes to the area used or maintained by J&E must be approved by the Mary C. 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.

Professionalism

17. 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

18. J&E 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 J&E inside or on the Mary C property. J&E 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 J&E, a third party, its members, attendees, or other person whether based in tort, contract or equity.

19. J&E agrees to indemnify and hold the City and its affiliates harmless as to any action or conduct which may be imputed to the City as a result of J&E or J&E affiliates' actions, omissions or conduct.

Term of Agreement

20. 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

21. This Memorandum of Understanding may be amended through such written supplemental agreements 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

22. 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 23 of this Agreement.

Notice

23. 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 J&E Knight & Day ---

EXECUTED AND AGREED BY:

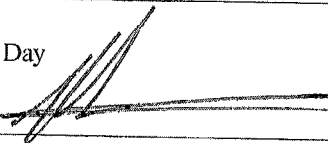
THE MARY C. O'KEEFE CULTURAL ARTS CENTER

BY:  DATE: 9.8.23

THE CITY

BY: _____ DATE: _____

J&E Knight & Day

BY:  DATE: 9.8.2023

TITLE: Owner

MEMORANDUM

To: Mayor & Board of Aldermen
From: Mark Dunston, Police Chief
Re: Accept OSPD Monthly Report for August 2023
Section: CONSENT AGENDA
Meeting Date: September 19, 2023

Please accept the following monthly report. For the month of August 2023, the Ocean Springs Police Department responded to 2,059 incidents from 9-1-1 calls, citizen-initiated calls, walk-in reports, and officer-initiated activities. Our Dispatch Unit received 5,320 incoming calls for the month.

Type	Amount	Type	Amount
Traffic Stops	454	Hit & Run Calls	16
Area Checks	210	Disturbing the Peace Calls	13
Suspicious Activity/Persons/Vehicles	174	Harassment Reports	12
Medical Calls	158	Parking Violations	12
Alarms	127	Traffic Details	12
Business Checks/Community Contacts	116	Malicious Mischief Calls	10
Traffic Accidents	77	Burglary Reports	10
Welfare Concerns	71	Assault Reports	7
Follow-Up Investigations	50	Damage to Private Property	7
Theft Reports	46	Juvenile Problems	6
Trespassing Calls	42	Fight Calls	6
Animal Control Calls	39	Auto Theft Reports	3
Motorist Checks/Assists	32	Disorderly Conduct Calls	2
Reckless Driver Calls	30	Building Checks/Closed Business	1
Domestic Disturbance Calls	28	Drug Violation Reports	1
Traffic Problems/Congestion	21	Indecent Exposure Reports	1
Bank Checks	20	DUI Reports	1
Fraud Reports	20	OD Calls	1
Warrant Service	19	Other Calls/Activities	204

Monthly Total	2,059
Daily Average	66.42

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

MEMORANDUM

To: Mayor & Board of Aldermen
From: Mark Dunston, Police Chief
Re: Authorize Retiring Officer to Purchase Duty Weapon
Section: CONSENT AGENDA
Meeting Date: September 19, 2023

Please authorize retiring Police Chief Mark Dunston to purchase his duty weapon (as listed below) from the City of Ocean Springs for \$1.00.

GLOCK Model 19, Serial #BGNX372

This \$1.00 purchase is authorized by Mississippi State Statute 45-9-131.

Thank you for your favorable consideration.

ca



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

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



228.875.4236 | www.oceansprings-ms.gov

To: Honorable Mayor and Board of Alderman

From: Deputy Fire Chief Ryan Heath

Meeting Date: September 19, 2023

Subject: Monthly Fire Report for August 2023

Training:

In-House – 20
Fire Academy – 202
Training Total – 222

Fire Inspections:

Inspections - 88
Plan Reviews - 11
Request for Information - 6
Hood Suppression Test -0
Sprinkler Inspections - 0
Re-inspections - 16
Inspections Total – 121

Incident Response Summary:

Fire - 9
Overpressure Rupture, Explosion, Overheat - 0
Rescue and Emergency Medical Services - 32
Hazardous Condition -4
Service Calls - 13
Good Intent Calls - 59
False Alarm & False Calls - 8
Special Incidents - 2
Incident Response Total – 127



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



TO: Honorable Mayor and Board of Aldermen

FROM: Ryan LeMaire, Acting Chief of Police *RL*

DATE: September 19, 2023

RE: Authorization to Hire

Please authorize the employment of the following individual, contingent upon successful completion of all pre-employment requirements.

Name: Christopher Bernard
Position: FT Patrolman (replacing Havard)
Rate of Pay: \$22.50 per hour (Patrolman Grade, Step Three)
Probation: 12 months
Start Date: on or about October 2, 2023

Bernard is a Mississippi-certified police officer.

Thank you.

ca

MEMORANDUM

To: Mayor & Board of Aldermen

From: Carolyn Martin, Planning & Grants Admin

Re: Authorize to Execute Subaward Agreement for Use of Jackson County ARPA Funds – American Rescue Plan Act (ARPA) / MS Municipality and County Water Infrastructure Grant (MCWI) – MDEQ Agreement # 127-2-SW-5.6 – FORT BAYOU STORM DRAIN SYSTEM IMPROVEMENTS - \$3,600,000.00

Section: CONSENT AGENDA

Meeting Date: September 19, 2023

The MDEQ agreement for the above referenced funding was approved as part of the June 20, 2023 agenda. In order to facilitate receipt of the Jackson County ARPA funds, the attached Subaward Agreement with Jackson County is provided for approval. Authorization to apply for these funds, as well as accept contribution from Jackson County for their ARPA funds, was provided as part of the April 19, 2022 agenda. Jackson County provided their commitment via resolution dated September 19, 2022. Two projects were selected in the first round of funding and the remaining three were selected in the second round. This agreement supports the Fort Bayou Storm Drain System Improvements. The contribution from Jackson County is listed below.

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

- City of Ocean Springs..... \$ 900,000.00
- *Jackson County*..... \$ 900,000.00
- MCWI..... \$ 1,800,000.00
- **TOTAL..... \$ 3,600,000.00**

I respectfully request authorization for the mayor to execute the attached Subaward Agreement with Jackson County as presented.

**JACKSON COUNTY, MISSISSIPPI LOCAL FISCAL RECOVERY FUND CONTRIBUTION
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT**

**STATE OF MISSISSIPPI
COUNTY OF JACKSON**

SUBAWARD AGREEMENT

This document is a Subaward Agreement (“Agreement”) between the Board of Supervisors of Jackson County, Mississippi (“County”) and **City of Ocean Springs** (“Subrecipient” and/or “City”), to provide American Rescue Plan Act (“ARPA”) funds to the City as part of Local Fiscal Recovery Funds contributions relating to match funding for the Work conducted under the Mississippi Municipality and County Water Infrastructure (“MCWI”) Grant Program (“Program”) as specified below and in the attached. This Agreement is subject to all terms and conditions of the Prime Award and the MDEQ Subaward Agreement and any attachments thereto, as identified below and in the attached.

1. SOURCE OF FUNDS

The match funds provided by this Agreement are made available through the Local Fiscal Recovery Funds (“LFRF”) received by Jackson County, Mississippi through the American Rescue Plan Act.

2. PROJECT

Under this Agreement, the County agrees to disburse funds to SUBRECIPIENT in accordance with the terms herein to reimburse the costs associated with SUBRECIPIENT’S implementation of the project entitled “**Fort Bayou Storm Drain System Improvements**” (“Project”).

3. PURPOSE

The purpose of this Project is to make necessary investments in an upgrade to SUBRECIPIENT’S **infrastructure**, in accordance with the MCWI Grant Program specifications.

4. SCOPE OF WORK

SUBRECIPIENT shall perform the tasks as described and identified in the attached Mississippi Department of Environmental Quality (“MDEQ”) **Agreement No. 127-2-SW-5.6** and any attachments thereto (Exhibit “A”).

5. TERMS AND CONDITIONS

SUBRECIPIENT is subject to all applicable terms and conditions identified in the attached MDEQ **Agreement No. 127-2-SW-5.6** and any attachments thereto (Exhibit “A”) and any other special terms and conditions as identified herein, including but not limited to the period of

performance, progress report requirements, financial management and compliance, contractual obligations, compliance with laws, disputes procedure, record retention, etc., unless otherwise specified in this Agreement.

6. CONSIDERATION AND PAYMENT

A. *Project Cost.* The Total Project cost shall not exceed **\$3,600,000.00**, with said amount broken down as follows:

i. MCWI Grant Funds shall not exceed **\$1,800,000.00**;

ii. The LFRF received by SUBRECIPIENT from the U.S. Treasury or the Mississippi Department of Finance and Administration used as matching funds in this Agreement shall not exceed **\$900,000.00**;

iii. The LFRF transferred to the SUBRECIPIENT by the County shall not exceed **\$900,000.00**;

iv. Any other funds the SUBRECIPIENT obligated to the project that are not eligible for MCWI match shall not exceed **\$0.00**.

B. *Consideration.* As consideration for the performance of the tasks included in this Agreement and the attached MDEQ **Agreement No. 127-2-SW-5.6** (Exhibit "A"), the County agrees to reimburse SUBRECIPIENT an amount not to exceed **Nine Hundred Thousand Dollars and Zero Cents (\$900,000.00)**. Consideration paid by the County shall in no event exceed 50% of the amount paid by MCWI Grant Funds.

The County is under no obligation to provide funds to SUBRECIPIENT if the SUBRECIPIENT has not met, or does not continue to meet, all minimum requirements to receive funds, including but not limited to all requirements identified in MDEQ **Agreement No. 127-2-SW-5.6** (Exhibit "A"). The County is under no obligation to reimburse costs incurred that are not compliant with federal, state, and local law.

C. *Payment.* Subject to the terms and conditions of this Agreement and MDEQ **Agreement No. 127-2-SW-5.6** (Exhibit "A"), the County shall pay all properly invoiced amounts due to SUBRECIPIENT within forty-five (45) days after MDEQ's approval of said invoices, except for any amounts disputed by MDEQ or the County in good faith.

7. NOTICES

All notices, requests, and other communications hereunder shall be in writing pursuant to the terms of the Attached MDEQ **Agreement No. 127-2-SW-5.6** (Exhibit "A"). Such communications must be sent to the respective Parties at the following addresses:

If to Jackson County, Mississippi:

Attention: Brian Fulton, County Administrator
P.O. Box 998
Pascagoula, MS 39568
Ph: 228-769-3088
Email: Brian_Fulton@co.jackson.ms.us

If to SUBRECIPIENT:

Attention: Kenny Holloway, Mayor
1018 Porter Avenue
Ocean Springs, MS 39564
Ph: 228-875-6722
Email: kholloway@oceansprings-ms.gov

8. COUNTERPARTS

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

[SIGNATURES TO FOLLOW]

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

BOARD OF SUPERVISORS OF JACKSON COUNTY, MISSISSIPPI

Kenneth E. Taylor, President

Date

CITY OF OCEAN SPRINGS

Kenny Holloway, Mayor

Date

EXHIBIT A

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

**STATE OF MISSISSIPPI
COUNTY OF HINDS**

MDEQ AGREEMENT NO. 127-2-SW-5.6

SUBAWARD AGREEMENT

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

1. SOURCE OF FUNDS

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

2. PROJECT

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

3. PURPOSE

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

4. SCOPE OF WORK

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

5. TERMS AND CONDITIONS

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

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

6. **PERIOD OF PERFORMANCE**

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

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

7. **CONSIDERATION AND PAYMENT**

A. *Project Cost.* The total Project cost shall not exceed **\$3,600,000.00**, with said amount broken down as follows:

i. MCWI Grant Funds shall not exceed **\$1,800,000.00**;

ii. The Local Fiscal Recovery Funds (“LFRF”) received by SUBRECIPIENT from the U.S. Treasury or the Mississippi Department of Finance and Administration used as matching funds in this Agreement shall not exceed **\$900,000.00**;

iii. Any LFRF transferred to SUBRECIPIENT from a county or municipality (“Transferred LFRF”) shall not exceed **\$900,000.00**;

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

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **\$144,000.00**. This amount is included in, and is not in addition to, the maximum MCWI Grant Funds specified in Article 7.A.i, above and Article 7.C., below.

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

C. *Consideration.* As consideration for the performance of the tasks included in this Agreement, MDEQ agrees to reimburse SUBRECIPIENT an amount not to exceed **One Million Eight Hundred Thousand Dollars and Zero Cents (\$1,800,000.00)** (the “Maximum Amount”).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. **AMENDMENTS OR MODIFICATION**

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

9. **PROGRESS REPORTS**

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

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

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

10. **FAILURE TO TIMELY PERFORM**

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

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

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

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

11. FINAL PAYMENT AND REPORT

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

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

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

12. FINANCIAL MANAGEMENT AND COMPLIANCE

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

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

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

13. **CONTRACTS**

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

14. **APPLICABLE LAW**

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

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

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

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

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

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

15. **AVAILABILITY OF FUNDS**

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

16. **REPRESENTATION REGARDING CONTINGENT FEES**

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

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

17. **REPRESENTATION REGARDING GRATUITIES**

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

18. **UNIFORM ADMINISTRATIVE REQUIREMENTS**

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

The applicable UG provisions are as follows:

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

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

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

19. **SUBAWARDS**

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

20. **COMPLIANCE WITH LAWS**

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

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

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

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

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

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

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

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

21. **STOP WORK ORDER**

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

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

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

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

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

22. **E-PAYMENT**

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

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

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

23. **INTERVENTIONS**

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

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

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

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

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

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

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

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

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

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

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

24. **E-VERIFICATION**

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

25. **TRANSPARENCY**

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

26. **PAYMODE**

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

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

27. **TERMINATION**

The Agreement may be terminated as follows:

A. *Termination For Convenience.*

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

B. *Termination For Default.*

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

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

C. *Termination Upon Bankruptcy.*

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

28. **DISPUTES**

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

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

29. **ANTI-ASSIGNMENT/CONTRACTING**

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

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

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

31. **DEBARMENT AND SUSPENSION**

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

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

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

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

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

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

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

32. **FAILURE TO ENFORCE**

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

33. **INDEMNIFICATION**

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

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

34. **SUBRECIPIENT STATUS**

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

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

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

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

35. **INSURANCE**

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

36. **ENTIRE AGREEMENT**

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

37. **ORAL STATEMENTS**

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

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

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

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

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

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

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

39. **RIGHT TO AUDIT**

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

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

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

41. **SEVERABILITY**

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

42. **THIRD PARTY ACTION NOTIFICATION**

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

43. **CERTIFICATIONS**

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

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

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

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

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

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

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

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

44. **WAIVER**

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

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

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

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

46. **CONFLICT OF INTEREST**

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

47. **SUCCESSORS AND ASSIGNS**

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

48. **NO THIRD-PARTY BENEFICIARIES**

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

49. **EVALUATION**

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

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

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

50. **VENUE**

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

51. **HEADINGS**

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

52. **NOTICES**

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

If to MDEQ:

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

If to SUBRECIPIENT:

Attention:
Mayor Kenny Holloway
1018 Porter Avenue
P.O. Box 1800
Ocean Springs, MS 39566
Phone: (288) 875-6722
E-mail: kholloway@oceansprings-ms.gov

53. **COUNTERPARTS**

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

[SIGNATURE PAGE FOLLOWS]

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

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

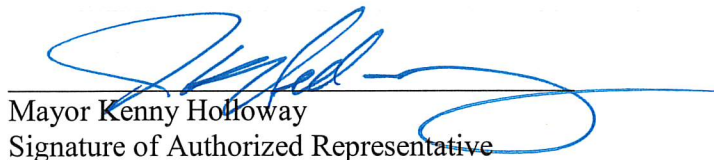


Chris Wells
Executive Director

6/26/23

Date

CITY OF OCEAN SPRINGS



Mayor Kenny Holloway
Signature of Authorized Representative

Kenny Holloway

Kenny Holloway
Printed Name

Mayor

Title

June 21, 2023

Date

ATTACHMENT A

PROJECT NAME, SCOPE OF WORK AND PROJECT TIMELINE AND REQUIREMENTS

PROJECT NAME

Fort Bayou Storm Drain System Improvements

SCOPE OF WORK

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

The Project includes cleaning, replacing, lining and/or upsizing pipes, structures and outfalls, as well as clearing, cleaning, and stabilizing ditches and swales, and associated appurtenances in the Fort Bayou Storm Drain System.

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

PROJECT TIMELINE AND REQUIREMENTS

(1) SUBRECIPIENT agrees to the following schedule.

- a. Within 10 days of execution of this Agreement, SUBRECIPIENT's Authorized Representative, or his/her designee shall watch the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview." The web-page will track compliance with this requirement;
- b. On or about November 30, 2023, submit a complete set of plans, specifications, contract documents on each construction contract, and all applicable permits and agency approvals, if not already submitted to MDEQ;
- c. On or about December 15, 2023, advertise each construction contract for bids;

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

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

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

ATTACHMENT B

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

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

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

ATTACHMENT C

SUBAWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES

1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

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

2. DEBARMENT AND SUSPENSION

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

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

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

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

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

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

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

3. INDEMNIFICATION

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

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

4. RELATIONSHIP STATUS

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

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

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

5. ACCESS TO RECORDS

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

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

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

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

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

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

6. RECORD RETENTION AND RIGHT TO AUDIT

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

7. RIGHT TO INSPECT WORK; SITE ACCESS

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

8. CONFLICT OF INTEREST

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

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

9. COOPERATION AND EVALUATION

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

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

ATTACHMENT D

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE

CIVIL RIGHTS ACT OF 1964

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

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

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

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

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

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

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

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

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

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

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

MEMORANDUM

To: Mayor & Board of Aldermen

From: Carolyn Martin, Planning & Grants Admin

Re: Authorize to Execute Subaward Agreement for Use of Jackson County ARPA Funds – American Rescue Plan Act (ARPA) / MS Municipality and County Water Infrastructure Grant (MCWI) – MDEQ Agreement # 470-2-SW-5.6 – STORM DRAIN IMPROVEMENTS: WEEKS BAYOU, HALSTEAD BAYOU, INNER HARBOR - \$2,800,000.00

Section: CONSENT AGENDA

Meeting Date: September 19, 2023

The MDEQ agreement for the above referenced funding was approved as part of the June 20, 2023 agenda. In order to facilitate receipt of the Jackson County ARPA funds, the attached Subaward Agreement with Jackson County is provided for approval. Authorization to apply for these funds, as well as accept contribution from Jackson County for their ARPA funds, was provided as part of the April 19, 2022 agenda. Jackson County provided their commitment via resolution dated September 19, 2022. Two projects were selected in the first round of funding and the remaining three were selected in the second round. This agreement supports the Storm Drain Improvements: Weeks Bayou, Halstead Bayou, Inner Harbor. The contribution from Jackson County is listed below.

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

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

I respectfully request authorization for the mayor to execute the attached Subaward Agreement with Jackson County as presented.

**JACKSON COUNTY, MISSISSIPPI LOCAL FISCAL RECOVERY FUND CONTRIBUTION
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT**

**STATE OF MISSISSIPPI
COUNTY OF JACKSON**

SUBAWARD AGREEMENT

This document is a Subaward Agreement (“Agreement”) between the Board of Supervisors of Jackson County, Mississippi (“County”) and **City of Ocean Springs** (“Subrecipient” and/or “City”), to provide American Rescue Plan Act (“ARPA”) funds to the City as part of Local Fiscal Recovery Funds contributions relating to match funding for the Work conducted under the Mississippi Municipality and County Water Infrastructure (“MCWI”) Grant Program (“Program”) as specified below and in the attached. This Agreement is subject to all terms and conditions of the Prime Award and the MDEQ Subaward Agreement and any attachments thereto, as identified below and in the attached.

1. SOURCE OF FUNDS

The match funds provided by this Agreement are made available through the Local Fiscal Recovery Funds (“LFRF”) received by Jackson County, Mississippi through the American Rescue Plan Act.

2. PROJECT

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

3. PURPOSE

The purpose of this Project is to make necessary investments in an upgrade to SUBRECIPIENT’S **infrastructure**, in accordance with the MCWI Grant Program specifications.

4. SCOPE OF WORK

SUBRECIPIENT shall perform the tasks as described and identified in the attached Mississippi Department of Environmental Quality (“MDEQ”) **Agreement No. 470-2-SW-5.6** and any attachments thereto (Exhibit “A”).

5. TERMS AND CONDITIONS

SUBRECIPIENT is subject to all applicable terms and conditions identified in the attached MDEQ **Agreement No. 470-2-SW-5.6** and any attachments thereto (Exhibit “A”) and any other special terms and conditions as identified herein, including but not limited to the period of

performance, progress report requirements, financial management and compliance, contractual obligations, compliance with laws, disputes procedure, record retention, etc., unless otherwise specified in this Agreement.

6. CONSIDERATION AND PAYMENT

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

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

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

iii. The LFRF transferred to the SUBRECIPIENT by the County shall not exceed **\$700,000.00**;

iv. Any other funds the SUBRECIPIENT obligated to the project that are not eligible for MCWI match shall not exceed **\$0.00**.

B. *Consideration.* As consideration for the performance of the tasks included in this Agreement and the attached MDEQ **Agreement No. 470-2-SW-5.6** (Exhibit "A"), the County agrees to reimburse SUBRECIPIENT an amount not to exceed **Seven Hundred Thousand Dollars and Zero Cents (\$700,000.00)**. Consideration paid by the County shall in no event exceed 50% of the amount paid by MCWI Grant Funds.

The County is under no obligation to provide funds to SUBRECIPIENT if the SUBRECIPIENT has not met, or does not continue to meet, all minimum requirements to receive funds, including but not limited to all requirements identified in MDEQ **Agreement No. 470-2-SW-5.6** (Exhibit "A"). The County is under no obligation to reimburse costs incurred that are not compliant with federal, state, and local law.

C. *Payment.* Subject to the terms and conditions of this Agreement and MDEQ **Agreement No. 470-2-SW-5.6** (Exhibit "A"), the County shall pay all properly invoiced amounts due to SUBRECIPIENT within forty-five (45) days after MDEQ's approval of said invoices, except for any amounts disputed by MDEQ or the County in good faith.

7. NOTICES

All notices, requests, and other communications hereunder shall be in writing pursuant to the terms of the Attached MDEQ **Agreement No. 470-2-SW-5.6** (Exhibit "A"). Such communications must be sent to the respective Parties at the following addresses:

If to Jackson County, Mississippi:

Attention: Brian Fulton, County Administrator
P.O. Box 998
Pascagoula, MS 39568
Ph: 228-769-3088
Email: Brian_Fulton@co.jackson.ms.us

If to SUBRECIPIENT:

Attention: Kenny Holloway, Mayor
1018 Porter Avenue
Ocean Springs, MS 39564
Ph: 228-875-6722
Email: kholloway@oceansprings-ms.gov

8. COUNTERPARTS

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

[SIGNATURES TO FOLLOW]

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

BOARD OF SUPERVISORS OF JACKSON COUNTY, MISSISSIPPI

Kenneth E. Taylor, President

Date

CITY OF OCEAN SPRINGS

Kenny Holloway, Mayor

Date

EXHIBIT A

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

**STATE OF MISSISSIPPI
COUNTY OF HINDS**

MDEQ AGREEMENT NO. 470-2-SW-5.6

SUBAWARD AGREEMENT

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

1. SOURCE OF FUNDS

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

2. PROJECT

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

3. PURPOSE

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

4. SCOPE OF WORK

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

5. TERMS AND CONDITIONS

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

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

6. **PERIOD OF PERFORMANCE**

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

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

7. **CONSIDERATION AND PAYMENT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. **AMENDMENTS OR MODIFICATION**

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

9. **PROGRESS REPORTS**

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

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

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

10. **FAILURE TO TIMELY PERFORM**

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

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

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

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

11. FINAL PAYMENT AND REPORT

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

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

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

12. FINANCIAL MANAGEMENT AND COMPLIANCE

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

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

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

13. **CONTRACTS**

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

14. **APPLICABLE LAW**

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

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

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

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

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

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

15. **AVAILABILITY OF FUNDS**

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

16. **REPRESENTATION REGARDING CONTINGENT FEES**

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

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

17. **REPRESENTATION REGARDING GRATUITIES**

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

18. **UNIFORM ADMINISTRATIVE REQUIREMENTS**

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

The applicable UG provisions are as follows:

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

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

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

19. **SUBAWARDS**

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

20. **COMPLIANCE WITH LAWS**

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

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

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

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

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

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

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

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

21. **STOP WORK ORDER**

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

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

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

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

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

22. **E-PAYMENT**

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

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

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

23. **INTERVENTIONS**

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

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

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

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

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

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

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

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

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

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

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

24. **E-VERIFICATION**

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

25. **TRANSPARENCY**

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

26. **PAYMODE**

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

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

27. **TERMINATION**

The Agreement may be terminated as follows:

A. *Termination For Convenience.*

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

B. *Termination For Default.*

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

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

C. *Termination Upon Bankruptcy.*

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

28. **DISPUTES**

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

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

29. **ANTI-ASSIGNMENT/CONTRACTING**

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

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

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

31. **DEBARMENT AND SUSPENSION**

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

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

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

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

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

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

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

32. **FAILURE TO ENFORCE**

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

33. **INDEMNIFICATION**

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

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

34. **SUBRECIPIENT STATUS**

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

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

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

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

35. **INSURANCE**

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

36. **ENTIRE AGREEMENT**

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

37. **ORAL STATEMENTS**

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

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

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

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

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

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

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

39. **RIGHT TO AUDIT**

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

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

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

41. **SEVERABILITY**

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

42. **THIRD PARTY ACTION NOTIFICATION**

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

43. **CERTIFICATIONS**

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

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

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

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

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

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

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

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

44. **WAIVER**

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

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

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

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

46. **CONFLICT OF INTEREST**

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

47. **SUCCESSORS AND ASSIGNS**

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

48. **NO THIRD-PARTY BENEFICIARIES**

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

49. **EVALUATION**

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

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

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

50. **VENUE**

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

51. **HEADINGS**

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

52. **NOTICES**

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

If to MDEQ:

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

If to SUBRECIPIENT:

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

53. **COUNTERPARTS**

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

[SIGNATURE PAGE FOLLOWS]

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

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

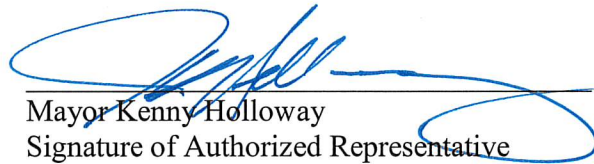


Chris Wells
Executive Director

6/26/23

Date

CITY OF OCEAN SPRINGS



Mayor Kenny Holloway
Signature of Authorized Representative

Kenny Holloway

Kenny Holloway
Printed Name

Mayor

Title

June 21, 2023

Date

ATTACHMENT A

PROJECT NAME, SCOPE OF WORK AND PROJECT TIMELINE AND REQUIREMENTS

PROJECT NAME

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

SCOPE OF WORK

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

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

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

PROJECT TIMELINE AND REQUIREMENTS

(1) SUBRECIPIENT agrees to the following schedule.

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

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

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

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

ATTACHMENT B

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

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

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

ATTACHMENT C

SUBAWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES

1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

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

2. DEBARMENT AND SUSPENSION

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

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

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

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

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

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

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

3. INDEMNIFICATION

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

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

4. RELATIONSHIP STATUS

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

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

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

5. ACCESS TO RECORDS

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

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

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

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

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

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

6. RECORD RETENTION AND RIGHT TO AUDIT

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

7. RIGHT TO INSPECT WORK; SITE ACCESS

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

8. CONFLICT OF INTEREST

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

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

9. COOPERATION AND EVALUATION

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

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

ATTACHMENT D

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE

CIVIL RIGHTS ACT OF 1964

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

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

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

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

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

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

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

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

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

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

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

MEMORANDUM

To: Mayor & Board of Aldermen
From: Carolyn Martin, Planning & Grants Admin
Re: Authorize to Execute Subaward Agreement for Use of Jackson County ARPA Funds – American Rescue Plan Act (ARPA) / MS Municipality and County Water Infrastructure Grant (MCWI) – MDEQ Agreement # 482-2-CW-5.5 – UTILITY EVALUATION – CLEAN & VIDEO LINES - \$500,000.00
Section: CONSENT AGENDA
Meeting Date: September 19, 2023

The MDEQ agreement for the above referenced funding was approved as part of the June 20, 2023 agenda. In order to facilitate receipt of the Jackson County ARPA funds, the attached Subaward Agreement with Jackson County is provided for approval. Authorization to apply for these funds, as well as accept contribution from Jackson County for their ARPA funds, was provided as part of the April 19, 2022 agenda. Jackson County provided their commitment via resolution dated September 19, 2022. Two projects were selected in the first round of funding and the remaining three were selected in the second round. This agreement supports the Utility Evaluation – Clean & Video Lines. The contribution from Jackson County is listed below.

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

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

I respectfully request authorization for the mayor to execute the attached Subaward Agreement with Jackson County as presented.

**JACKSON COUNTY, MISSISSIPPI LOCAL FISCAL RECOVERY FUND CONTRIBUTION
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT**

**STATE OF MISSISSIPPI
COUNTY OF JACKSON**

SUBAWARD AGREEMENT

This document is a Subaward Agreement (“Agreement”) between the Board of Supervisors of Jackson County, Mississippi (“County”) and **City of Ocean Springs** (“Subrecipient” and/or “City”), to provide American Rescue Plan Act (“ARPA”) funds to the City as part of Local Fiscal Recovery Funds contributions relating to match funding for the Work conducted under the Mississippi Municipality and County Water Infrastructure (“MCWI”) Grant Program (“Program”) as specified below and in the attached. This Agreement is subject to all terms and conditions of the Prime Award and the MDEQ Subaward Agreement and any attachments thereto, as identified below and in the attached.

1. SOURCE OF FUNDS

The match funds provided by this Agreement are made available through the Local Fiscal Recovery Funds (“LFRF”) received by Jackson County, Mississippi through the American Rescue Plan Act.

2. PROJECT

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

3. PURPOSE

The purpose of this Project is to make necessary investments in an upgrade to SUBRECIPIENT’S **infrastructure**, in accordance with the MCWI Grant Program specifications.

4. SCOPE OF WORK

SUBRECIPIENT shall perform the tasks as described and identified in the attached Mississippi Department of Environmental Quality (“MDEQ”) **Agreement No. 482-2-CW-5.5** and any attachments thereto (Exhibit “A”).

5. TERMS AND CONDITIONS

SUBRECIPIENT is subject to all applicable terms and conditions identified in the attached MDEQ **Agreement No. 482-2-CW-5.5** and any attachments thereto (Exhibit “A”) and any other special terms and conditions as identified herein, including but not limited to the period of performance, progress report requirements, financial management and compliance, contractual

obligations, compliance with laws, disputes procedure, record retention, etc., unless otherwise specified in this Agreement.

6. CONSIDERATION AND PAYMENT

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

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

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

iii. The LFRF transferred to the SUBRECIPIENT by the County shall not exceed **\$116,286.47**;

iv. Any other funds the SUBRECIPIENT obligated to the project that are not eligible for MCWI match shall not exceed **\$34,854.12**.

B. *Consideration.* As consideration for the performance of the tasks included in this Agreement and the attached MDEQ **Agreement No. 482-2-CW-5.5** (Exhibit "A"), the County agrees to reimburse SUBRECIPIENT an amount not to exceed **One Hundred Sixteen Thousand Two Hundred Eighty-Six Dollars and Forty-Seven Cents (\$116,286.47)**. Consideration paid by the County shall in no event exceed 50% of the amount paid by MCWI Grant Funds.

The County is under no obligation to provide funds to SUBRECIPIENT if the SUBRECIPIENT has not met, or does not continue to meet, all minimum requirements to receive funds, including but not limited to all requirements identified in MDEQ **Agreement No. 482-2-CW-5.5** (Exhibit "A"). The County is under no obligation to reimburse costs incurred that are not compliant with federal, state, and local law.

C. *Payment.* Subject to the terms and conditions of this Agreement and MDEQ **Agreement No. 482-2-CW-5.5** (Exhibit "A"), the County shall pay all properly invoiced amounts due to SUBRECIPIENT within forty-five (45) days after MDEQ's approval of said invoices, except for any amounts disputed by MDEQ or the County in good faith.

7. NOTICES

All notices, requests, and other communications hereunder shall be in writing pursuant to the terms of the Attached MDEQ **Agreement No. 482-2-CW-5.5** (Exhibit "A"). Such communications must be sent to the respective Parties at the following addresses:

If to Jackson County, Mississippi:

Attention: Brian Fulton, County Administrator
P.O. Box 998
Pascagoula, MS 39568
Ph: 228-769-3088
Email: Brian_Fulton@co.jackson.ms.us

If to SUBRECIPIENT:

Attention: Kenny Holloway, Mayor
1018 Porter Avenue
Ocean Springs, MS 39564
Ph: 228-875-6722
Email: kholloway@oceansprings-ms.gov

8. COUNTERPARTS

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

[SIGNATURES TO FOLLOW]

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

BOARD OF SUPERVISORS OF JACKSON COUNTY, MISSISSIPPI

Kenneth E. Taylor, President

Date

CITY OF OCEAN SPRINGS

Kenny Holloway, Mayor

Date

EXHIBIT A

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

STATE OF MISSISSIPPI
COUNTY OF HINDS

MDEQ AGREEMENT NO. 482-2-CW-5.5

SUBAWARD AGREEMENT

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

1. SOURCE OF FUNDS

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

2. PROJECT

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

3. PURPOSE

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

4. SCOPE OF WORK

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

5. TERMS AND CONDITIONS

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

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

6. **PERIOD OF PERFORMANCE**

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

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

7. **CONSIDERATION AND PAYMENT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. **AMENDMENTS OR MODIFICATION**

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

9. **PROGRESS REPORTS**

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

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

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

10. **FAILURE TO TIMELY PERFORM**

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

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

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

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

11. FINAL PAYMENT AND REPORT

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

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

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

12. FINANCIAL MANAGEMENT AND COMPLIANCE

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

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

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

13. **CONTRACTS**

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

14. **APPLICABLE LAW**

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

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

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

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

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

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

15. **AVAILABILITY OF FUNDS**

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

16. **REPRESENTATION REGARDING CONTINGENT FEES**

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

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

17. **REPRESENTATION REGARDING GRATUITIES**

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

18. **UNIFORM ADMINISTRATIVE REQUIREMENTS**

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

The applicable UG provisions are as follows:

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

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

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

19. **SUBAWARDS**

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

20. **COMPLIANCE WITH LAWS**

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

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

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

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

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

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

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

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

21. **STOP WORK ORDER**

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

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

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

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

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

22. **E-PAYMENT**

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

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

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

23. **INTERVENTIONS**

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

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

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

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

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

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

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

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

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

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

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

24. **E-VERIFICATION**

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

25. **TRANSPARENCY**

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

26. **PAYMODE**

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

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

27. **TERMINATION**

The Agreement may be terminated as follows:

A. *Termination For Convenience.*

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

B. *Termination For Default.*

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

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

C. *Termination Upon Bankruptcy.*

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

28. **DISPUTES**

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

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

29. **ANTI-ASSIGNMENT/CONTRACTING**

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

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

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

31. **DEBARMENT AND SUSPENSION**

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

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

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

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

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

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

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

32. **FAILURE TO ENFORCE**

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

33. **INDEMNIFICATION**

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

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

34. **SUBRECIPIENT STATUS**

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

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

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

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

35. **INSURANCE**

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

36. **ENTIRE AGREEMENT**

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

37. **ORAL STATEMENTS**

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

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

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

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

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

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

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

39. **RIGHT TO AUDIT**

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

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

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

41. **SEVERABILITY**

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

42. **THIRD PARTY ACTION NOTIFICATION**

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

43. **CERTIFICATIONS**

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

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

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

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

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

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

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

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

44. **WAIVER**

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

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

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

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

46. **CONFLICT OF INTEREST**

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

47. **SUCCESSORS AND ASSIGNS**

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

48. **NO THIRD-PARTY BENEFICIARIES**

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

49. **EVALUATION**

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

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

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

50. **VENUE**

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

51. **HEADINGS**

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

52. **NOTICES**

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

If to MDEQ:

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

If to SUBRECIPIENT:

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

53. **COUNTERPARTS**

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

[SIGNATURE PAGE FOLLOWS]

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

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

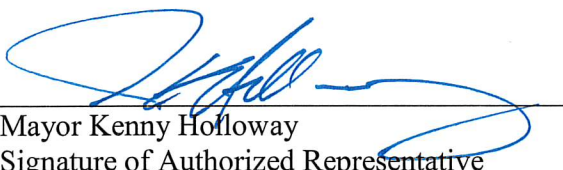


Chris Wells
Executive Director

6/26/23

Date

CITY OF OCEAN SPRINGS



Mayor Kenny Holloway
Signature of Authorized Representative

Kenny Holloway
Kenny Holloway
Printed Name

Mayor

Title

June 21, 2023

Date

ATTACHMENT A

PROJECT NAME, SCOPE OF WORK AND PROJECT TIMELINE AND REQUIREMENTS

PROJECT NAME

Utility Evaluation – Clean & Video Lines

SCOPE OF WORK

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

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

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

PROJECT TIMELINE AND REQUIREMENTS

(1) SUBRECIPIENT agrees to the following schedule.

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

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

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

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

ATTACHMENT B

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

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

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

ATTACHMENT C

SUBAWARD TERMS AND CONDITIONS FOR CONTRACTED PARTIES

1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

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

2. DEBARMENT AND SUSPENSION

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

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

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

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

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

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

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

3. INDEMNIFICATION

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

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

4. RELATIONSHIP STATUS

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

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

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

5. ACCESS TO RECORDS

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

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

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

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

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

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

6. RECORD RETENTION AND RIGHT TO AUDIT

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

7. RIGHT TO INSPECT WORK; SITE ACCESS

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

8. CONFLICT OF INTEREST

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

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

9. COOPERATION AND EVALUATION

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

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

ATTACHMENT D

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE

CIVIL RIGHTS ACT OF 1964

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

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

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

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

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

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

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

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

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

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

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

MEMORANDUM

To: Mayor & Board of Aldermen

From: Sarah Harris, Project Manager

Re: Execute the contract between the City and Overstreet and Associates, PLLC for the GIS project with a total cost of \$75,000.00

Section: CONSENT AGENDA

Meeting Date: September 19, 2023

The City was awarded \$75,000 for GIS Project. This will create a platform for the city a GIS program and will allow data points to be collected and imported into the program. This program will be used as a tool to locate existing utilities, assist in future projects to avoid conflicts, assist in determining locations for future services, assist in inventory of fire hydrants, manholes, valves, etc. This contract will include purchasing a program, creating a platform, importing existing data points, collecting new data points, and importing into the program.

Basic Services will be compensated on a lump sum amount of \$39,340 based on the following assumed distribution of compensation:

Project Management	\$2,150
Technical Analysis/Reviews/Data Presentation	\$10,000
Coordinate Field Personnel	\$1,350
Platform Creation and Existing Data Migration	\$12,920
Geocoding new Data and Migration	\$12,920
Total	\$39,340

Purchase of 1 year Subscription	\$660
Data Collection (Not-To-Exceed)	\$35,000
Total	\$35,660

Total	\$75,000
--------------	-----------------

I respectfully request authorization to execute contracts between the City and Overstreet and Associates, PLLC for the GIS Project.

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT, effective as of _____, 2023 ("Effective Date") between _____ City of Ocean Springs ("Owner") and _____ Overstreet and Associates, PLLC ("Engineer").

Engineer agrees to provide the services described below to Owner for the creation of a Geographic information System (GIS) platform to organize city infrastructure data, allowing for the city to view, query and analyze data for operations, maintenance and planning purposes, more generally described as "Ocean Springs GIS Development". ("Project")

Description of Engineer's Services:

- Provide GIS program and technical support associated with management of the City's GIS system to assist in
 - Technical Support associated with equipment and software selection and maintenance.
 - Purchase 1 Year ArcGIS Creator and ArcGIS Viewer license for City Platform.
 - Create an online GIS platform that allows the City to view maps, monitor asset input, analyze data to understand trends and provide public access to non-critical data.
 - Incorporate existing Owner supplied GIS data into the new platform.
 - Analyze the existing GIS data to identify missing elements and, in conjunction with City staff, formulate a plan to begin collecting missing data.
 - Perform data collection of City identified infrastructure.
 - Input newly collected data to the GIS platform.
 - Provide Infrastructure maps for staff use for data analysis, reports and reference as requested.

Owner and Engineer further agree as follows:

1.01 Basic Agreement

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in Paragraph 9.01.

2.01 Payment Procedures

- A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner.
- B. *Payment of Invoices.* Invoices are due and payable within 45 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 45 days after receipt of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law) from said forty-fifth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

3.01 Additional Services

- A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above.
- B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

4.01 Termination

- A. The obligation to provide further services under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.
 - b. By Engineer:
 - 1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 - 2. For convenience, by Owner effective upon the receipt of notice by Engineer.
- B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.01 Controlling Law

- A. This Agreement is to be governed by the law of the state in which the Project is located.

6.01 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal

representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 General Considerations

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.
- B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.
- C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.
- D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.
- E. The general conditions for any standard design/bid construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2018 Edition).
- F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.
- G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.
- H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors

to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

8.01 Total Agreement

- A. This Agreement (consisting of 7 pages inclusive of Exhibit A, together with any expressly incorporated documents), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

9.01 Payment

- A. Using the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:

1. *Basic Services.*

- a. Basic Services will be compensated on a lump sum amount of **\$39,340** based on the following assumed distribution of compensation:

Project Management	\$ 2,150
Technical analysis/reviews/data presentation	\$ 10,000
Coordinate Field Personnel	\$ 1,350
Platform Creation and existing data migration	\$ 12,920
<u>Geocoding new data and migration</u>	<u>\$ 12,920</u>
Total	\$ 39,340

2. *Software*

- a. Purchase of 1 Year subscriptions of ArcGIS Creator and ArcGIS Viewer for the Owner. The subscription fee for this software is estimated to be **\$ 660**.

3. *Permitting*

- a. Permitting is not required for this project.

4. *Data Collection.*

- a. Services consist of field personnel locating, identifying and collecting geospatial data on Owner identified infrastructure using GPS locating equipment. These services will be performed on an hourly not-to-exceed basis with a budget of **\$35,000**. This total fee will not be exceeded without prior written authorization.
- b. Additional survey requested by the owner for property boundaries, right of way, and other services beyond those required to locate infrastructure and amenities will be compensated on a Time and Materials basis, per the Engineer's Standard Hourly Rate, Appendix A.

5. The Total Engineering Fee including Basic Services, Software, and Data Collection is **\$75,000.00**.

- 5.1 Additional fees may be charged for additional services requested and approved by the Owner.

- 5.2 Engineer may adjust Basic Services compensation percentages for payment as long as the total Basic Services fee is not exceeded.

B. Hourly Rates for services billed on the basis of time.

1. The Engineer's Standard Hourly Rates are attached as Exhibit A.
2. Overtime pay (i.e., hours spent on the project in excess of 40 hours per calendar week), if any, for non-exempt employees shall be paid at an amount equal to the cumulative overtime hours charged times 1.5 multiplied by the standard hourly rates for each applicable billing class for all services performed during overtime hours.
3. The Standard Hourly Rates may be adjusted annually (as of January 2024) to reflect equitable changes in the compensation payable to the ENGINEER.

C. Engineer shall prepare and submit invoices to the Owner in accordance with Engineer's standard accounting and invoicing practices.

D. Engineer proposes the following estimated schedule for completion of the various phases of the work. These times and durations should not be interpreted or considered as binding or a condition of the contract.

Complete GIS Platform and existing data migration	90 days after Contract Notice to Proceed
Complete Data Collection Operations	120 days after Contract Notice to Proceed
Complete Final Data migration	180 days from Contract Notice to Proceed

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

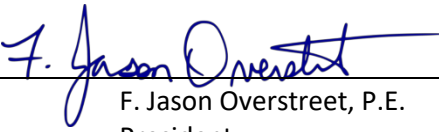
OWNER: City of Ocean Springs

ENGINEER: Overstreet & Associates, PLLC.

By: _____

Kenny Holloway
Mayor

By: _____


F. Jason Overstreet, P.E.
President

Date Signed: _____

Date Signed: 9-7-2023

License No./State: 18601/MS

Address for giving notice:

1018 Porter
P.O. Box 1800
Ocean Springs, MS 39566

Address for giving notice:

161 Lameuse St., Suite 203
Biloxi, MS 39530

EXHIBIT "A"

OVERSTREET & ASSOCIATES STANDARD HOURLY RATES SCHEDULE EFFECTIVE JANUARY 1, 2023

<u>Position</u>	<u>Billing Rate</u>
Principal	\$195.00
Professional Engineer V.....	\$173.50
Professional Engineer IV	\$168.00
Professional Engineer III	\$152.50
Professional Engineer II	\$142.00
Professional Engineer I.....	\$131.50
Engineer Intern III.....	\$126.00
Engineer Intern II.....	\$110.50
Engineer Intern I.....	\$100.00
Professional Land Surveyor.....	\$126.00
Senior Project Manager	\$131.50
Construction Project Manager	\$110.50
Sr. Survey Crew Chief	\$94.50
Resident Project Representative III.....	\$95.00
Resident Project Representative II.....	\$87.00
Resident Project Representative I.....	\$79.00
CADD Technician III/Designer	\$100.00
CADD Technician II	\$89.50

CADD Technician I	\$79.00
GIS Intern	\$58.00
Project Technician.....	\$78.00
Administrative/Clerical	\$68.50
Surveys with RTK GPS Equipment	\$31.50
Survey Project Manager/Land Surveyor Intern	\$105.00
Survey Technician II	\$79.00
Survey Technician I	\$63.00
Survey Crew III	\$184.00
Survey Crew II	\$136.50
Survey Crew I	\$115.50

Travel Time shall be billed at designated personnel's standard hourly rates.

**OVERSTREET & ASSOCIATES, PLLC.
ENGINEER'S CONSULTANTS AND
REIMBURSABLE EXPENSE SCHEDULE**

Engineer's Consultants: Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges will be the amounts billed by Engineer's Consultants to Engineer times a factor of **1.20**.

Reimbursable Expense Schedule:

Mileage (Outside Harrison County area)	Current IRS rate
Meals and Lodging (Outside Harrison County area)	At Cost
Overnight Postage	At Cost
Copies	
Letter, Legal or Tabloid Size – Black and White	\$0.20/page
Letter, Legal or Tabloid Size – Color	\$0.50/page
24" x 36"	\$2.00/sheet
30" x 42"	\$3.00/sheet



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

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



228.875.4236 | www.oceansprings-ms.gov

MEMORANDUM

To: Mayor & Board of Aldermen

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

Re: Approve a Variance to the minimum side yard setback requirement to allow a building to encroach 2.5 feet into the required side yard on the north side of the property, 1278 Ocean Springs Rd., PID# 60122105.000 – Applicant: KC Consultants LLC – ZAB recommends approval

Section: CONSENT AGENDA

Meeting Date: September 19, 2023

The Zoning Adjustment Board (ZAB) considered the request described above at its regular meeting on Tuesday, September 12, 2023. The applicant's objective is to enlarge the existing clinic building for a certified diabetes educational area. The applicant notes that the narrowness of the lot limits the owner from expanding the existing business.

The ZAB members considered the report from the staff and the information provided by the applicant. ZAB members questioned the applicant and staff about the development limitations caused by the irregular shape of the adjacent property.

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: September 12, 2023

APPLICANT(S): Bay Homes LLC

CURRENT OWNER? Yes ☒ No (KC Consultants LLC)

LOCATION: 1278 Ocean Springs Rd./ PID# 60122105.000

REQUESTED ACTION: Variance to the minimum side yard setback requirement to allow a building to encroach 2.5 feet into the required side yard on the north side of the property.

DATE OF APPLICATION: July 14, 2023

ADJACENT ZONING AND LAND USE:

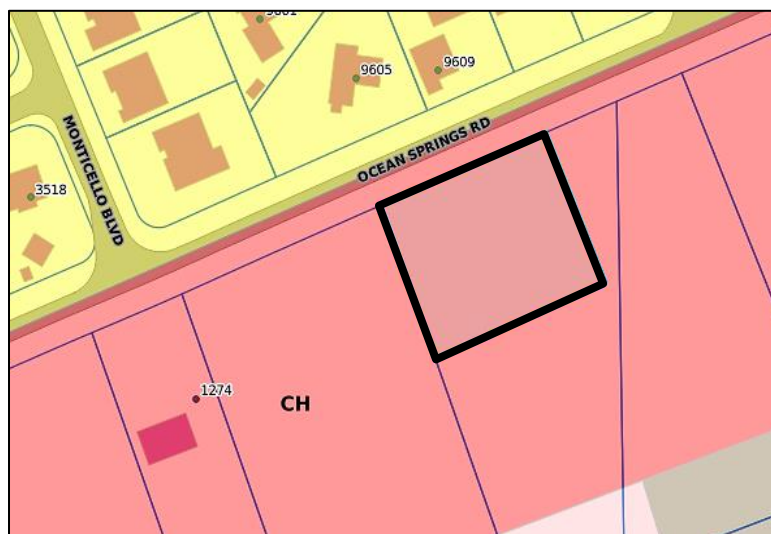
Subject Property: C-H, Regional Commercial District, medical clinic.

North: across Ocean Springs Rd., R-2 Residential District – single-family dwellings.

East, South & West: C-H District – undeveloped parcels.

CURRENT CONDITIONS:

Property Size: 31,206 sq. ft.



DESCRIPTION OF REQUEST: the applicant requests a 25% variance from the standard 5-foot side yard building setback requirement from the east property line. The purpose of the variance is to enable the enlargement of the existing clinic building. The applicant notes that the narrowness of the lot limits the owner from expanding the existing business.

FINDINGS:

- The standard side yard building setback distance in the C-H district is 5 feet (60 inches). The requested 25% variance will allow an encroachment of 1.25 feet (15 inches) and result in a 3.75 ft. (45 inch) building setback.
- The existing building is 44 feet from the side property line, according to the survey provided by the applicant.
- 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:

To recommend **approval/denial** of a variance of 25% from the minimum side yard setback requirement on the east side of the building 1278 Ocean Springs Rd.



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: 7/14/2023

Name of Applicant: Bay Homes LLC

Address: 1803 Curcor Dr., Gulfport, MS 39507

Phone No. (228) 731-7500 Email Address: melissa@bayhomesms.com

Parcel Identification Number: 60122105.000

Property Owner (if different from Applicant): K C Consultants LLC

Property Location for the Variance: 1278 Ocean Springs Rd.

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

Setback

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

Reduction in sideline setback.

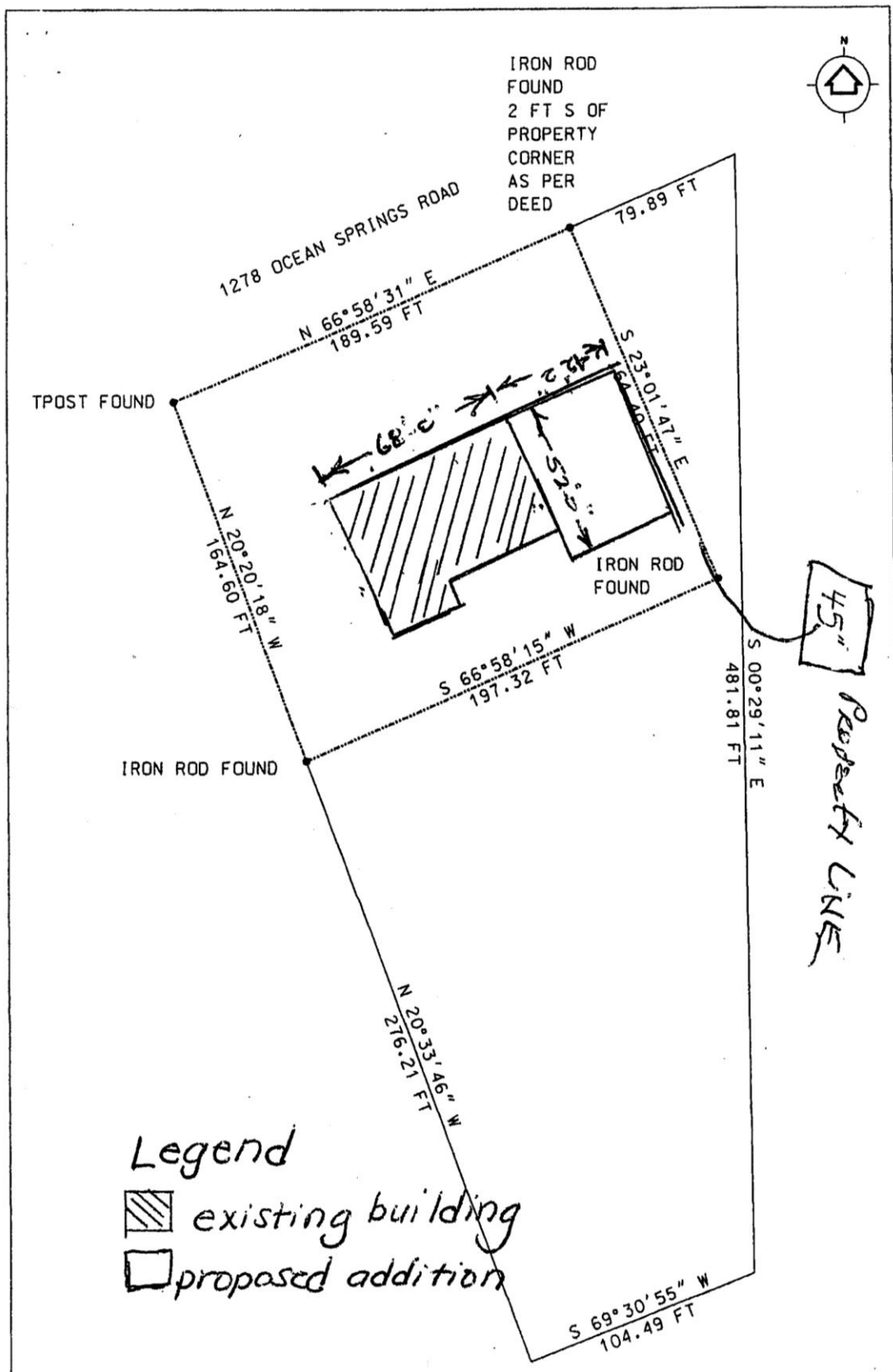
Provide justification of the variance request. Justification must include exceptional narrowness, shallowness, shape of a specific piece of property, exceptional topographical conditions, or other extraordinary situation or condition for a specific piece of property.

Narrowness of lot limits the owner from expanding already existing business. Owner would like to expand current office to offer a space that will further the education and wellness of diabetes patients and their families.

Applicant Signature: Bay Homes LLC

Date: July 21, 23

[Signature] M. Ayer
Bay Homes LLC



c:\23\test23\test23.dgn Apr. 19, 2023 15:59:38

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

HISTORIC PRESERVATION COMMISSION REPORT
Old Business Report

APPLICANT(S): Elizabeth and Lester McMackin

CURRENT OWNER? Yes ☒ No ☐

LOCATION: 506 Martin Avenue / Old Ocean Springs Historic District
PID#: 60137586.000

REQUESTED ACTION: Amendment to an Approved Certificate of Appropriateness (COA) to revise the location of the garage.

DATE OF APPLICATION: May 1, 2023

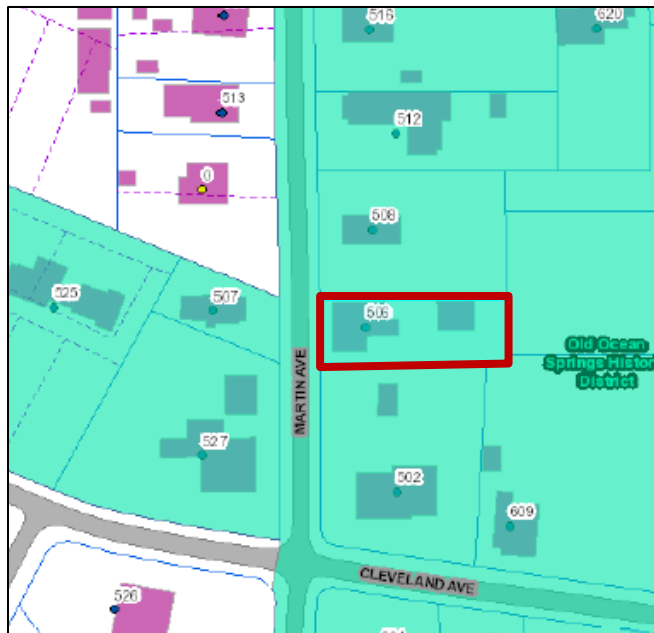
ADJACENT ZONING/LAND USE:

Subject Property: R-1, Single Family Residential Use district/a single family dwelling.

North, East and South: R-1 Residential district; single family dwellings.

West: across Martin Ave., R-1 Residential district; single family dwellings.

VICINITY:



DESCRIPTION OF THE REQUEST:

A 2,639 sq. ft., 2-story dwelling with a garage in the rear yard was recommended by the HPC on 6/15/23 and approved by the Board of Aldermen on 6/20/23.

The approved plan placed the 2 car garage in the rear yard directly behind the house. The applicant requests approval to construct the garage in the southeast corner of the property. The purpose of the

new location is to allow an existing Live Oak tree to be incorporated into the rear yard landscape plan. The attached plans illustrate the approved and proposed locations.

FINDINGS:

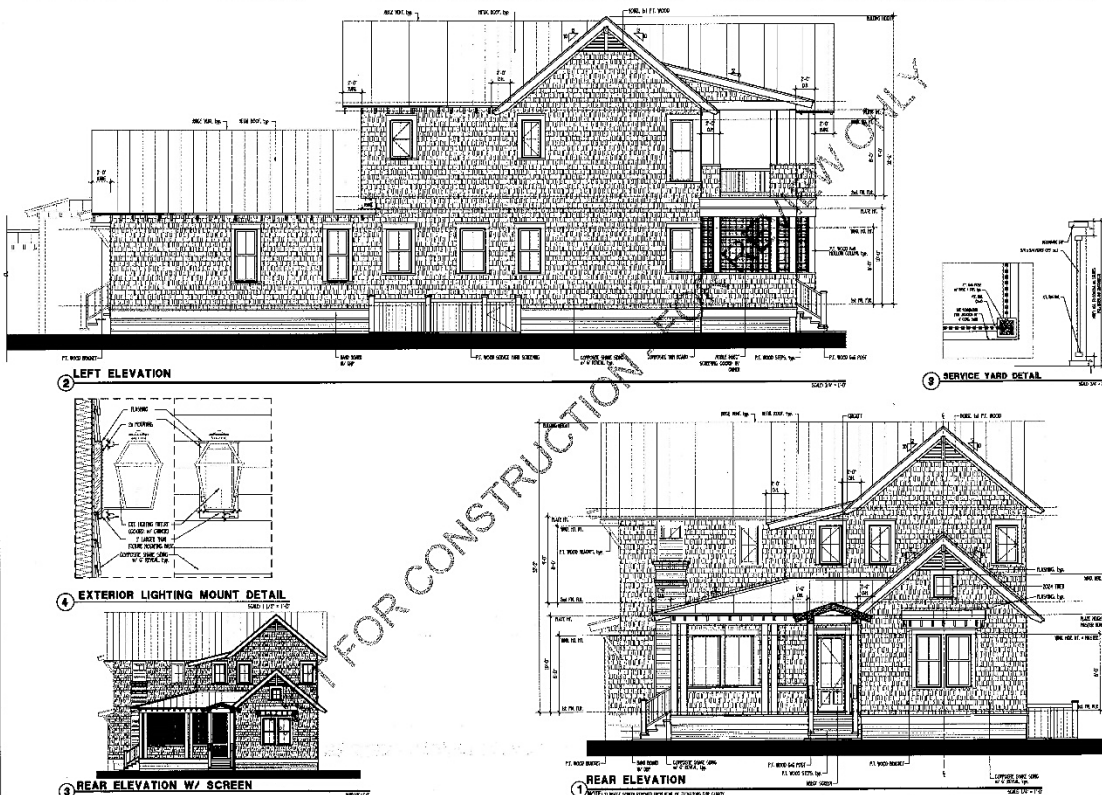
The Historic District Guidelines recommend that garages be located behind the front line of the house. The proposed location is consistent with the guidelines.

POTENTIAL MOTION: To recommend approval of the amendment to the COA for 506 Martin Ave., to construct the garage in the southeast corner of the property.



4 FRONT ELEVATION W/ SCREEN

SCALE 1/8" = 1'-0"



McMACKIN
RESIDENCE - 23314
506 MARTIN AVENUE, OCEAN SPRINGS, MISSISSIPPI

ARCHITECT
JAMES H. HARRIS
ARCHITECTS
1000 W. 10TH AVE., SUITE 100
TULSA, OKLAHOMA 74106
405.944.1111
www.jhharchitects.com

PROJECT NO. 23314
DATE 05/2013
SHEET NO. 1 OF 1
DRAWN BY JHH
CHECKED BY JHH
APPROVED BY JHH

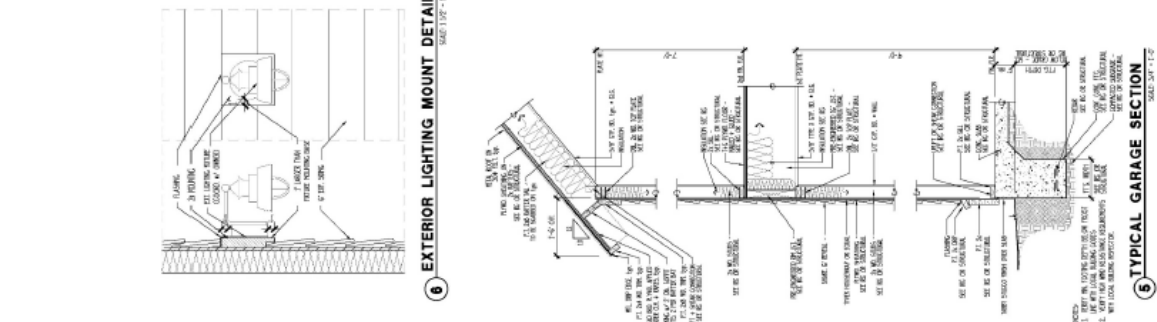
3



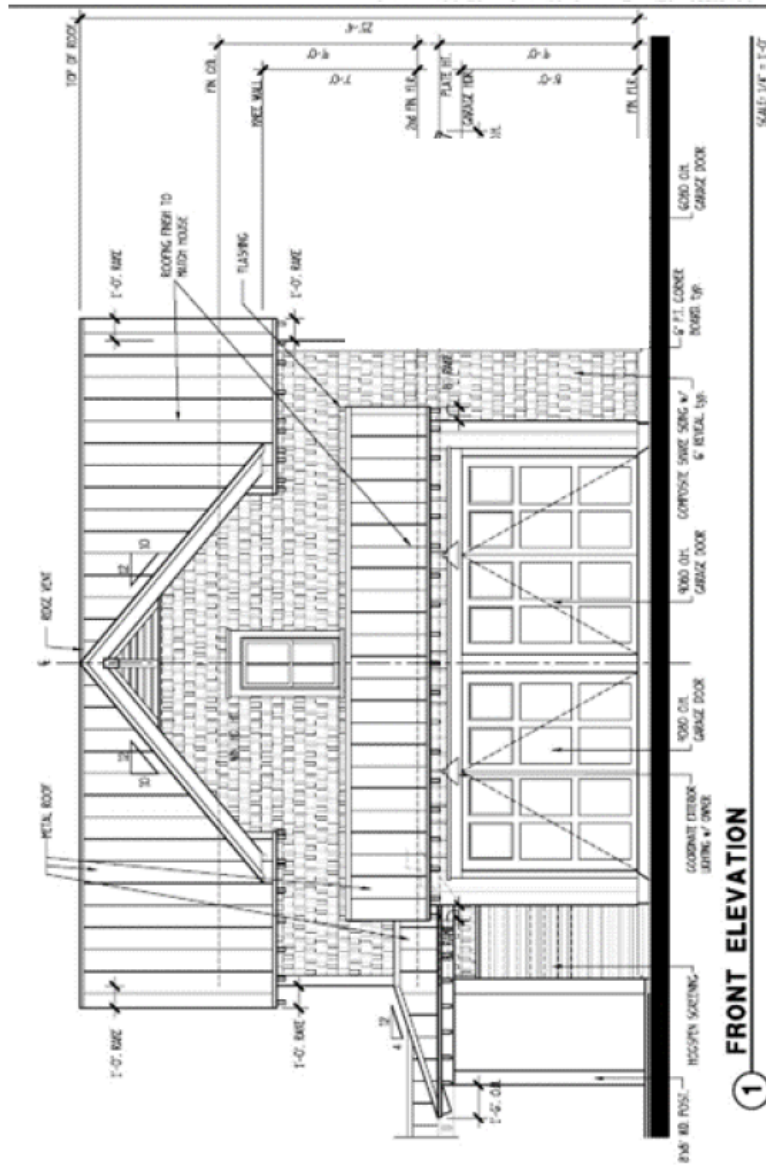
[illegible]

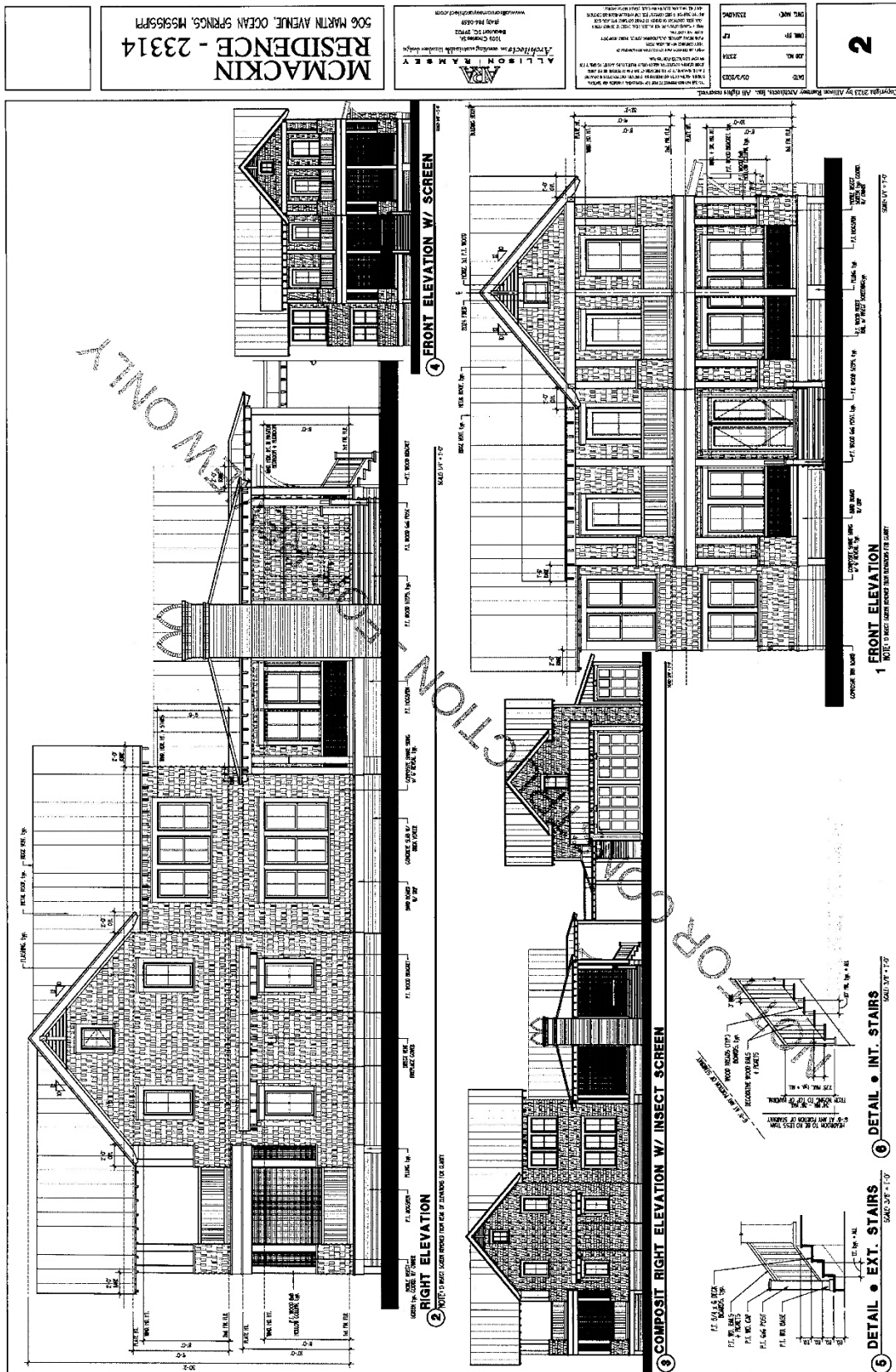
Requesting to rotate the garage around to southeast corner of the property, to allow for the inclusion of the live oak into the landscape design of the property

Proposed Revised Site Plan



Proposed Front Elevation of the garage





MEMORANDUM

To: Mayor & Board of Aldermen

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

Re: Approve amendment to a Certificate of Appropriateness for the construction of a new dwelling at 506 Martin Ave., Parcel No.: 60137580.000. Applicants – Elizabeth and Lester McMackin - HPC Recommends Approval

Section: CONSENT AGENDA

Meeting Date: September 19, 2023

The Historic Preservation Commission (HPC) considered the request described above at its regular meeting on Thursday, September 15, 2023. The applicant requests approval of a revised site plan for their 2,639 sq. ft., 2-story dwelling with a garage in the rear yard. The revision shifts the location of the garage from the northern part of the rear yard, directly behind the house, to the southern part of the rear yard in line with the driveway.

The HPC members considered the report from the staff. A motion to recommend approval of the COA passed with all members present voting YES and two members ABSENT.

The report to the HPC and other documents related to the application are attached.

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

HISTORIC PRESERVATION COMMISSION REPORT
Old Business Report

APPLICANT(S): Elizabeth and Lester McMackin

CURRENT OWNER? Yes ☒ No ☐

LOCATION: 506 Martin Avenue / Old Ocean Springs Historic District
PID#: 60137586.000

REQUESTED ACTION: Amendment to an Approved Certificate of Appropriateness (COA) to revise the location of the garage.

DATE OF APPLICATION: May 1, 2023

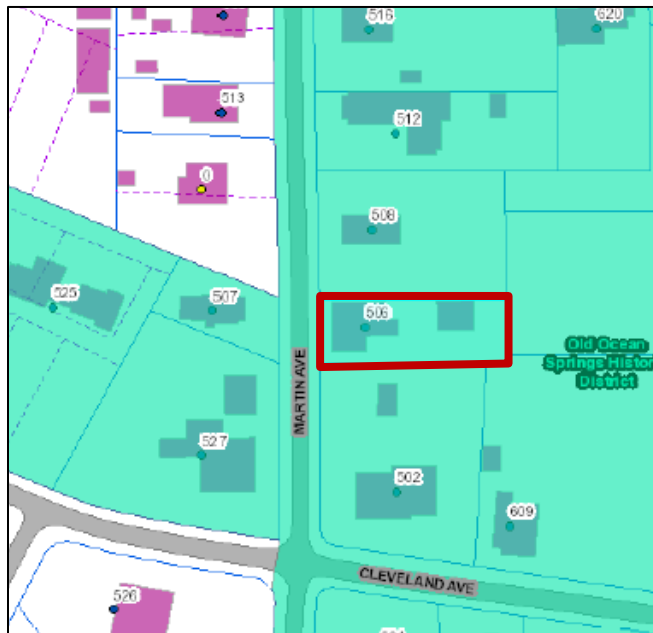
ADJACENT ZONING/LAND USE:

Subject Property: R-1, Single Family Residential Use district/a single family dwelling.

North, East and South: R-1 Residential district; single family dwellings.

West: across Martin Ave., R-1 Residential district; single family dwellings.

VICINITY:



DESCRIPTION OF THE REQUEST:

A 2,639 sq. ft., 2-story dwelling with a garage in the rear yard was recommended by the HPC on 6/15/23 and approved by the Board of Aldermen on 6/20/23.

The approved plan placed the 2 car garage in the rear yard directly behind the house. The applicant requests approval to construct the garage in the southeast corner of the property. The purpose of the

new location is to allow an existing Live Oak tree to be incorporated into the rear yard landscape plan. The attached plans illustrate the approved and proposed locations.

FINDINGS:

The Historic District Guidelines recommend that garages be located behind the front line of the house. The proposed location is consistent with the guidelines.

POTENTIAL MOTION: To recommend approval of the amendment to the COA for 506 Martin Ave., to construct the garage in the southeast corner of the property.

MEMORANDUM

To: Mayor & Board of Aldermen

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

Re: Approval of a Certificate of Appropriateness for construction of a new dwelling at 317 Lovers Lane, PID#: 61058001.000, 61058003.000 and 61058005.000, Old Ocean Springs Historic District. Applicants: Craig and Beth Joachim - HPC Recommends Approval

Section: CONSENT AGENDA

Meeting Date: September 19, 2023

The Historic Preservation Commission (HPC) considered the request described above at its regular meeting on Thursday, September 14, 2023. The applicant requests approval of a Certificate of Appropriateness (COA) for the construction of a 2-story dwelling.

The HPC initially considered this COA at its meeting on August 10, but voted to defer it to allow more time for the evaluation of objections raised by Emily Stewart and Lee Guice, adjacent property owners. Ms. Stewart provided a report listing objections related to compliance with the Historic District Guidelines.

The HPC members considered the report from the staff, the objections raised by neighbors regarding compliance with the historic district guidelines and the information provided by the applicant. A motion to recommend approval of the COA as requested PASSED with all members present voting YES and 2 members ABSENT. Additional documents, including the report provided by Ms. Stewart, 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): Dennis Cowart

CURRENT OWNER? Yes ☐ No ☒

If No-List Current Owner: Craig and Beth Joachim

LOCATION: 317 Lovers Lane / Lovers Lane Historic District
PID # 61058001.000, 61058003.000 and 61058005.000

REQUESTED ACTION: Approval of a Certificate of Appropriateness (COA) for the construction of a 2-story dwelling.

DATE OF APPLICATION: July 7, 2023

PUBLIC MEETING: Thursday, September 14, 2023 / 6 p.m.
Deferred from August 10, 2023

EXISTING CONDITIONS:

- The subject property is Lots 1 and 3 of the Connor Subdivision.



COA CONSIDERATIONS:

- The Lovers Lane Historic District is located on a portion of Lovers Lane only on the South side. It is described as being significant for its eclectic, high-style residential architecture, including examples of Greek Revival, Queen Anne, and Spanish Colonial Revival styles. The dwellings date from the 1870s through the 1920s and also exhibit local adaptations of architectural styles designed to accommodate the Gulf Coast climate.
- The demolition of the existing house was approved by the HPC on July 12, 2022 and by the Board of Aldermen on July 17, 2022.
- **The co-owners of the adjacent property at 319 Lovers Lane submitted a comprehensive list of objections to the applicant's COA. That document is attached to the end of this report.**

COA CHECKLIST:

- SITE LAYOUT: The proposed dwelling is to be constructed near the center of Lot 1 of the subdivision, providing a view of the bay. Porches are proposed on the front and rear.
- BUILDING SIDING: brick and Hardi-plank siding.
- TRIM MATERIAL: pre-fab molded fiberglass and composite material.
- ROOF MATERIAL: galvanized metal.
- EXTERIOR DOORS: aluminum-clad wood and painted wood;
- WINDOWS: aluminum-clad wood with 5 SDL muntins.
- OTHER: shutters of composite material with operable hardware.
- DRIVEWAY: crushed limestone with concrete entry pad at the street.
- **FENCE AND GATE: The plan proposes a 4 foot-tall aluminum picket fence and gate along the front property line and the side lot lines.**

FINDINGS:

- **The Historic District Guidelines are recommendations for the HPC to use in evaluating plans for new construction and building modifications. They are intended to assist decision-makers in developing design solutions which satisfy the City's historic preservation ordinances. The HPC may recommend building placement, design and materials if they conclude that the plans for the individual property being reviewed are equal to or more appropriate than the historic district guidelines.**
- The placement of the dwelling on the property, its 2-story height and the design elements accommodate the water-front location and coastal climate.

PROPOSED MOTION: To recommend approval of a Certificate of Appropriateness for the construction of a dwelling at 317 Lovers Lane.



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: 07/07/2022
[Applications are due by the 7th of each month for consideration the FOLLOWING month.]
Anticipated HPC Meeting Date (Planning Dept to complete): _____
The Commission meets at 6:00pm on the second Thursday of every month
***** **APPLICANT MUST ATTEND HEARING** *****

Property Address: 317 LOVERS LANE
Property Owner(s): CRAIG & BETH JOACHIM
Parcel ID Number: 61058001.000 & 61058003.000 Approximate Age of Home: NEW

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: DENNIS COWART
Address: 206 ASHLEY PLACE
City: OCEAN SPRINGS State: MS Zip: 39564
Phone: (228) 872-1801 Email: cowartarchitects@gmail.com

Property Owner [if Different]:
Name: CRAIG & BETH JOACHIM
Address: 317 LOVERS LANE
City: OCEAN SPRINGS State: MS Zip: 39564
Phone: _____ Email: cjoachim1965@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 | ☐ Landscaping and Site Improvements (i.e. Fencing) |
| ☐ Minor Renovation / Repair | ☐ Signage |
| ☐ Exterior Painting (Contributing Structures Only) | ☐ Demolition |

PLEASE CHECK DISTRICT/LISTING

- | | | |
|--|--|---|
| ☐ BOWEN | ☐ MARBLE SPRINGS | ☐ SHEARWATER |
| ☐ INDIAN SPRINGS | ☐ OLD OCEAN SPRINGS | ☐ SULLIVAN-CHARNELY |
| ☒ LOVER'S LANE | ☐ RAILROAD | ☐ 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.

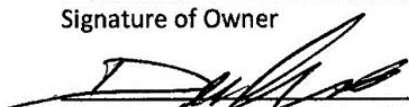
Notes:

- 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.

CRAIG JONCHM.
Printed Name of Owner

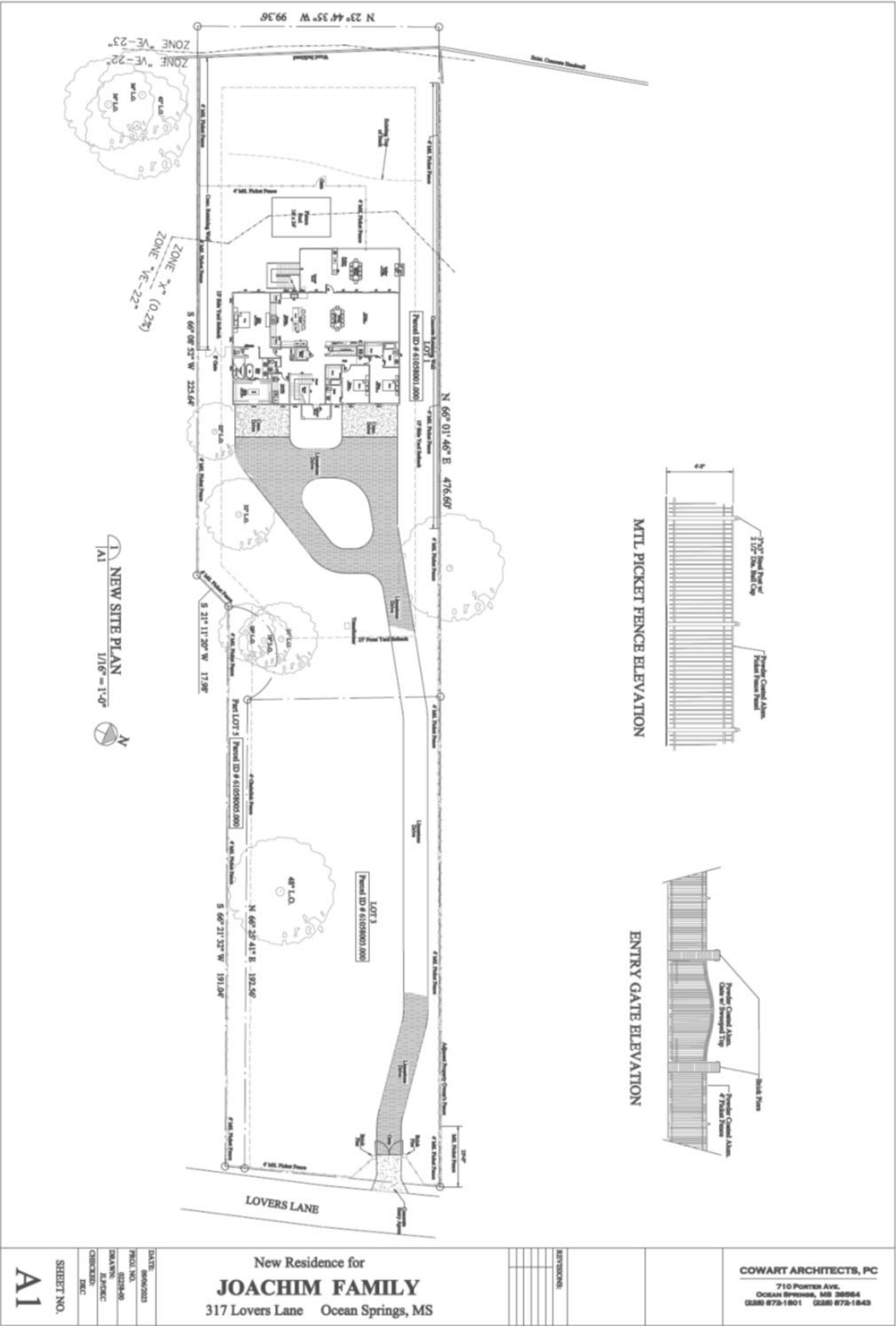
Signature of Owner

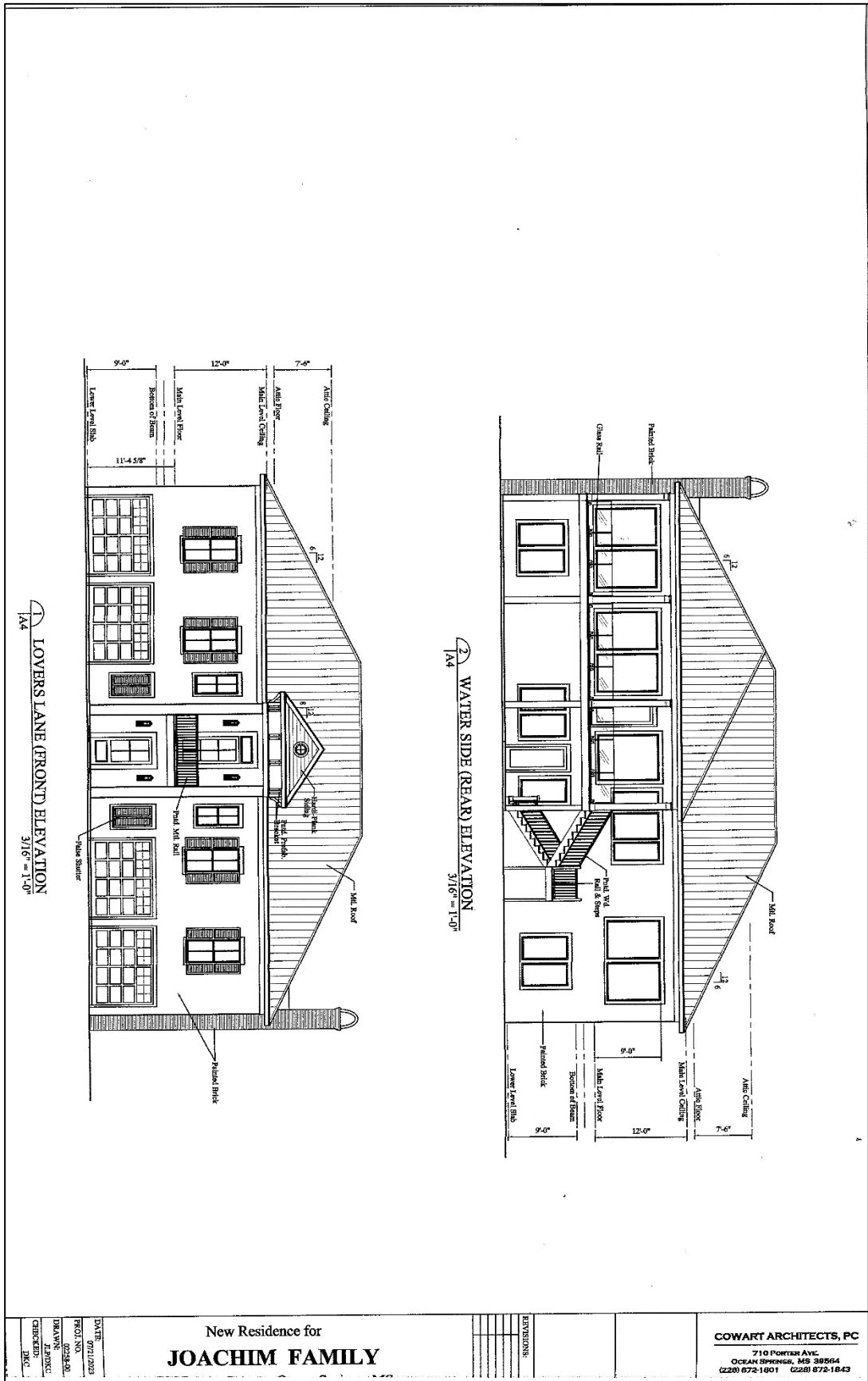
DEMMUS COWLEY
Printed Name of Authorized Agent

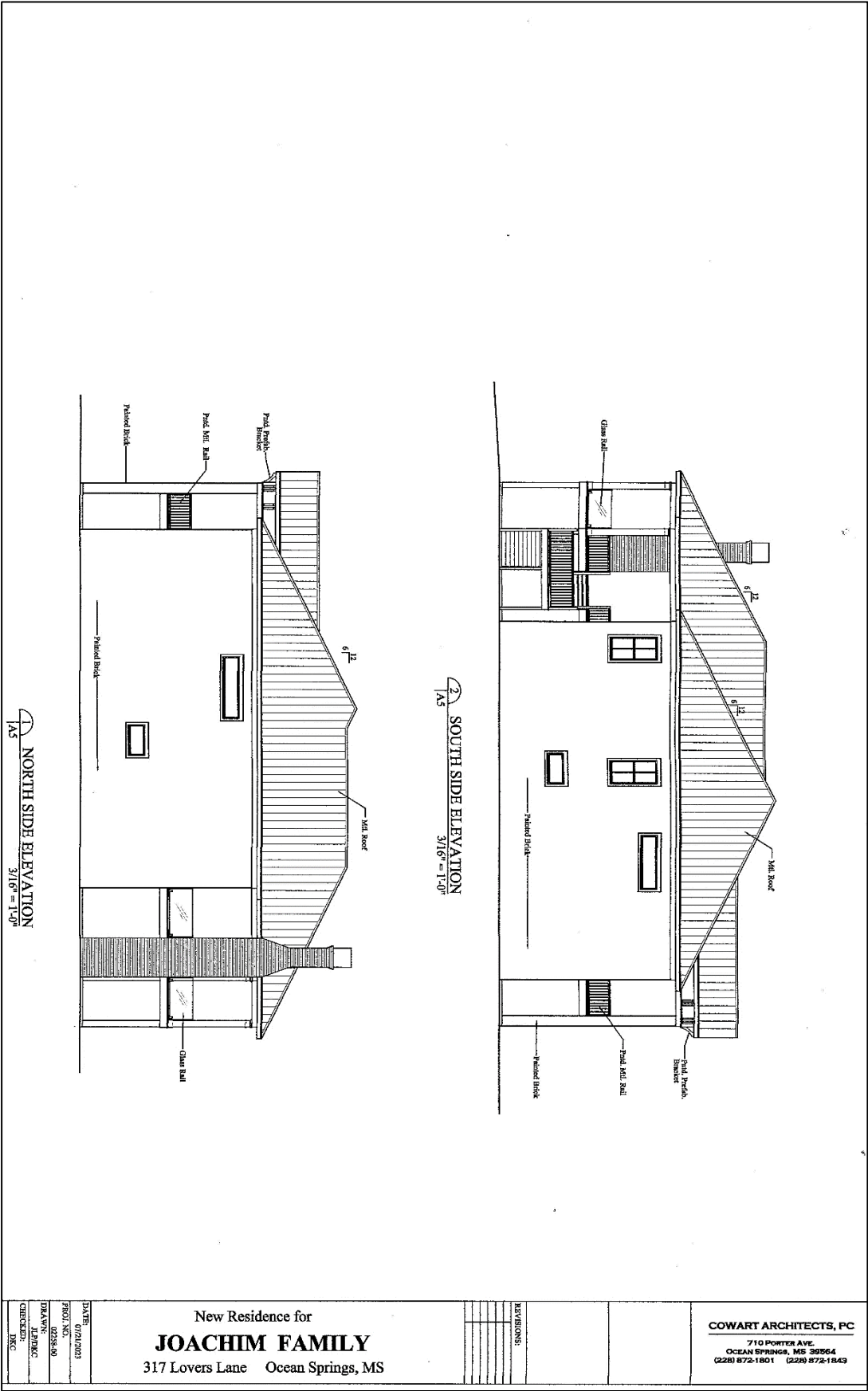

Signature of Authorized Agent

07/07/2023
Date

***** APPLICANT MUST ATTEND HEARING *****







DATE: 07/21/2013 PROJ. NO.: 2221-18 DRAWN BY: J. P. KACI CHECKED BY: J. P. KACI INCH: 1/8"	New Residence for JOACHIM FAMILY 317 Lovers Lane Ocean Springs, MS	COWART ARCHITECTS, PC 710 PORTER AVE. OCEAN SPRINGS, MS 39564 (228) 872-1801 (228) 872-1843
--	--	--

Concerns and Objections to the Application for COA to build a new 2 Story Residence - 317 Lover's Lane

Submitted by: Emily Stewart, Elizabeth Connor and Ellen Connor – property co-owners of 319 Lover's Lane

We are the co-owners of the adjacent property located at 319 Lovers Lane. Our grandfather, Donald Connor, the former Mayor of Ocean Springs, was instrumental in establishing and appointing this Historic Commission during his term in Office, therefore, it is important to us that the new proposed home honors our family ties to the land by meeting the established historic guidelines and keeps with the spirit of the original Folk Victorian style home that was demolished.

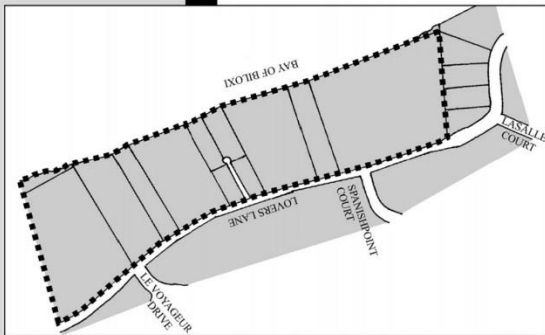
We have the following four objections to the current COA application as well as the necessary references in the Historic Preservation Commission guidelines to support these objections.

Lover's Lane Historic District

The Lover's Lane Historic District occupies the western shore of a small peninsula which separates the Back Bay of Biloxi from the mouth of the Old Fort Bayou, the stream that undulates along the northern limits of the historic development of Ocean Springs. Turn-of-the-century, grand summer estates reflect the development and popularity of Ocean Springs as a resort community. As the name of the bayou suggests, the peninsula was the site of Fort Maurepas, the original French settlement in the colony of Louisiana founded by Pierre Le Moyne d'Iberville on April 8, 1699. Lover's Lane, a residential street, was developed in the early 1900s. The district is bounded by the eastern boundary of the district. Although private ownership has prevented extensive archaeological excavation, evidence of seventeenth-century European settlement and the presence of a salt-catholized ship from the same era indicate the archaeological potential of this area.

Historic District Profiles

Lover's Lane Historic District
National Register of Historic Places
Ocean Springs Historic District, 1996
8/14/2023
14



Area Specific Guidelines

In addition to general guidelines, area specific guidelines are included when applicable. Area specific guidelines are divided into two categories: **Streetfront Properties** and **Waterfront Properties**. These additional guidelines are included to allow for historic differences between these two types of properties. In general, most properties within the Bower Avenue, Indian Springs, Marble Springs, Railroad, and Old Ocean Springs historic districts are street-oriented, whereas the properties within the Lover's Lane and the Sullivan-Chamley historic districts are water-oriented and the Shearwater Historic District properties share characteristics of both categories. Because of the unique topography of each district, a few properties in each district may reflect a different category than the majority of the district's properties. Each property, regardless of district, should be evaluated and protected for its unique character. The area specific guidelines provide additional information to allow for a customized fit of the general guideline.

Classification System

Buildings within Ocean Springs' historic districts are also classified by contribution: **Primary, Contributing, Marginal, Non-Contributing, and Inertive**. These terms refer to the contribution that each individual property makes to the visual character of the overall historic district. For information regarding the current classification of each property, please reference the local designation report as well as historic resource survey updates. Definitions for each type of property are included in the glossary.

Special Considerations

22

Special Properties

In Ocean Springs' residential historic districts, there are also several historic properties that are not residential in character. These are buildings constructed to serve the surrounding neighborhood or around which the neighborhood developed. As such, these properties must be valued and protected for their unique characteristics with extra consideration given to their impact upon the visual character of the overall historic district. As they expand and prosper from the surrounding neighborhood, these properties must be careful not to diminish or destroy the residential character of the same historic areas they serve.

Churches

Church, government, and bank buildings are types of civic and institutional facilities found within historic districts. These types of properties are typically freestanding with surrounding open space. As gathering places for the public, Original design focused upon both size and design in scale with the surrounding context. Even more so than residential properties, the majority of these buildings reflect and exhibit specific architectural styles.

Transportation Infrastructure

The L & N Railroad Depot is one example of a transportation and industry related historic property. Such buildings are usually free-standing and are often close to a transportation corridor. With the exception of rail passenger depots, these resources generally have a utilitarian appearance.



1. The proposed structure is closer to the bulkhead by approximately 20'. The original home was set back approximately 100 ft, and according to this site plan this proposed structure including the porch is set approx. 80 ft from the bulkhead. This along with the proposed pool and surrounding fence will obstruct views of the water from our home and does not align with the guidelines below.

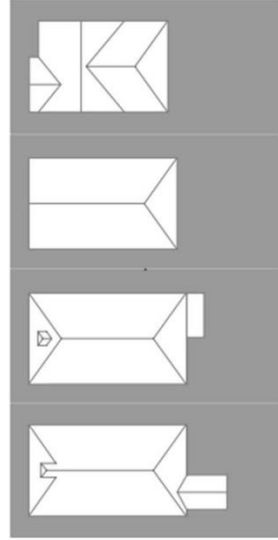
Exhibit A - from the Historic District Design Guidelines

Placement

In historic neighborhoods, the placement of buildings follows an established rhythm composed of three components: **spacing, setback, and orientation**. Spacing is the distance between individual buildings; setback is the distance between the foremost part of the building and the street. The combination of spacing and setback is an important character defining element of a district's streetscape.

Orientation refers to the angle of a building's facade in reference to the street. Buildings in historic neighborhoods generally follow an established orientation creating strong continuity along the streetscape.

- A. New construction in historic neighborhoods should conform to the existing rhythm by respecting the established pattern of spacing and setbacks. New construction should never break with the established pattern.
- B. New construction in historic neighborhoods should repeat the established pattern of orientation used by existing buildings.



The combination of lot constraints, construction techniques, and social custom lead to regular placement patterns along the Ocean Springs' streets. Infill construction should look to contributing houses near where the new building will be located.

Area Specific Guidelines

Streetfront Properties

For these properties, placement is essential to the continuity of the streetscape. Variation in placement occurs because of the manner and age in which the lots subdivided; however, most districts have a standardized range set by historic buildings which should not be compromised by new construction nor additions.

Waterfront Properties

Designed to take best advantage of the view, these historic buildings developed along the waterfront with property lines extending back to a common road. Construction along access roads between the common road and the waterfront is inappropriate.

54

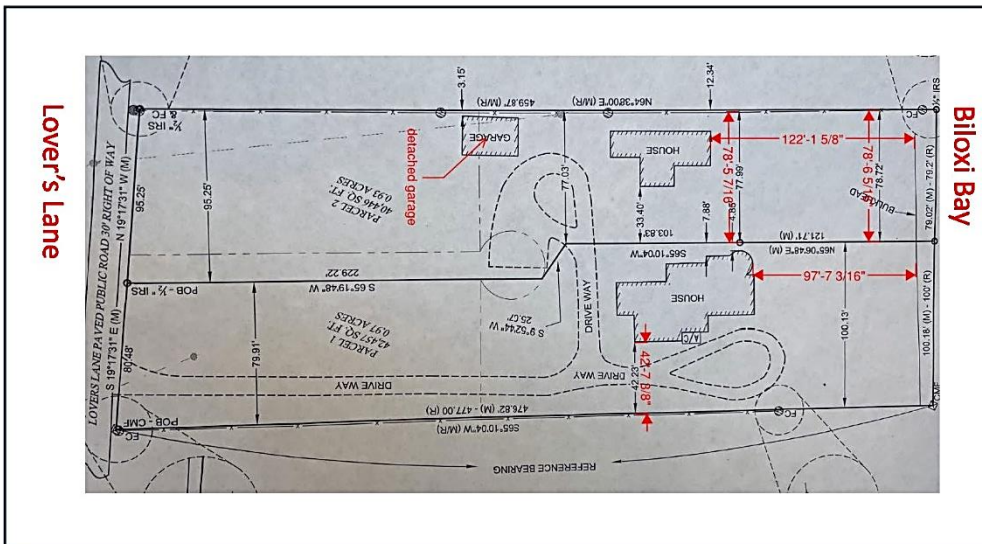


a.

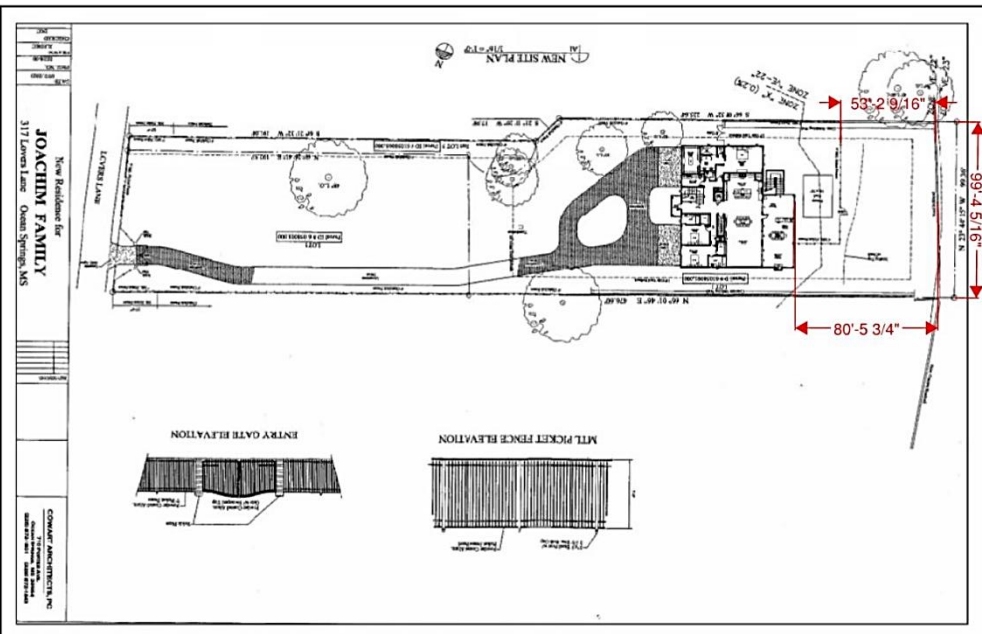
Exhibit B – Site Survey of the Original Historic Home Footprint in relationship to our structure @ 319 Lovers Lane.

8/14/2023

b.



9



2. The proposed plans do not honor the architecture and design of the original home. If you refer to the application that was submitted when ascertaining the COA for demolition of the original structure, you will note that the proposed new construction description indicated including a wraparound porch and a similar street-side porch, as well as the roof pitches and exterior materials will match the existing structure in a combination of lap siding and shingles. The plans submitted for approval today do not include these features as the proposed exterior is primarily brick, as well as the plans include many other design elements that do not align with the Folk Victorian style of the original home that was demolished.

Furthermore, the proposed glass railings indicated on the 2nd floor porch located on the water side are not considered a historic design element.

Exhibit D – excerpt from the Application for the COA to Demolish the original residence... see attachment for full application

New Residence Proposed:

A new residence is being proposed on the side with both a waterfront wrap around porch and front porch similar to the existing structure. Roof pitches and exterior materials will match the existing structure in a combination of lap siding and shingles with roof pitches similar to the existing structure. A corner exterior porch will be incorporated and connected to the water-side exterior porch. The entire structure will be elevated on piers for future storm surge mitigation and partially enclosed to conceal parking below the elevated structure. The new structure will be submitted for full review by the HPC.

d.

8/14/2023

4

Exhibit E - From the Historic Guidelines – Page 24 – Area Specific Guidelines regarding Waterfront properties

Area Specific Guidelines

Streetfront Properties

The primary facade of these properties is the elevation facing the street, in other words the most visible side of the structure. Corner properties have two sides facing streets and therefore two primary facades.

Waterfront Properties

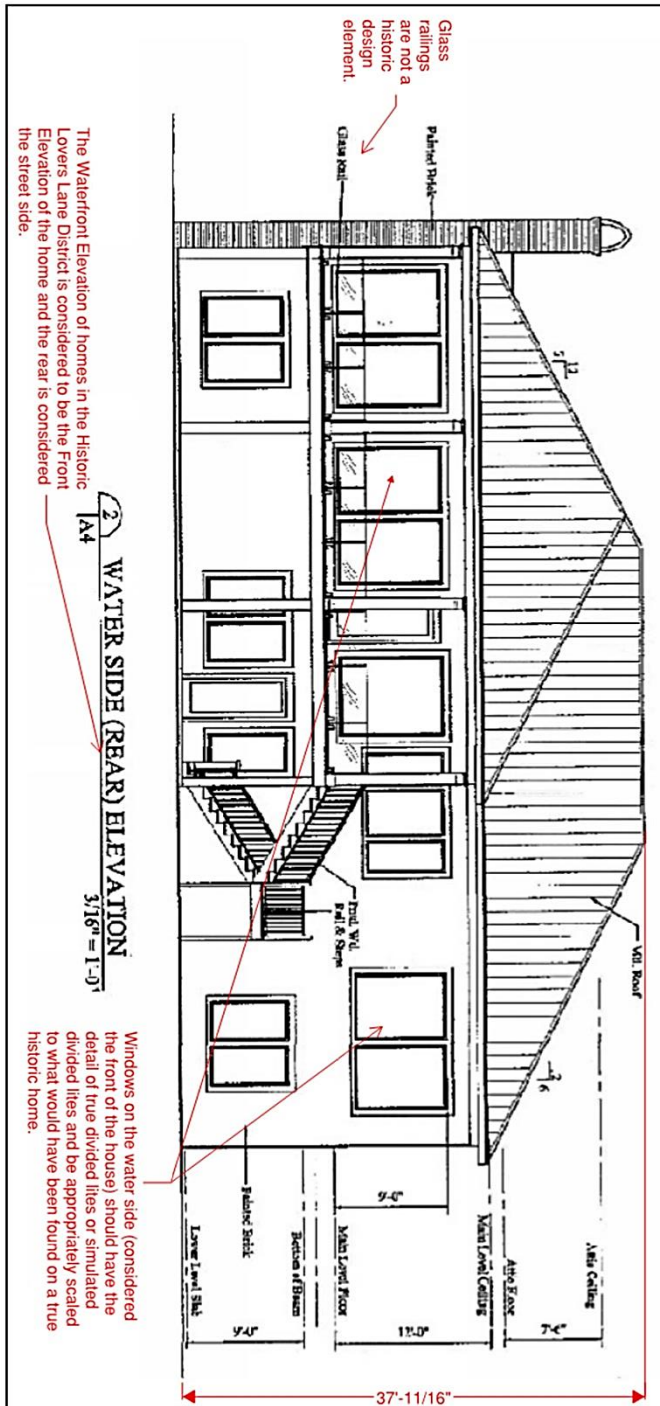
The primary facade is usually the elevation facing the water; in other words, that side is considered the "front" of the structure. Some of these properties may also have a second side facing toward a rear street and therefore two primary facades.

Washington Avenue



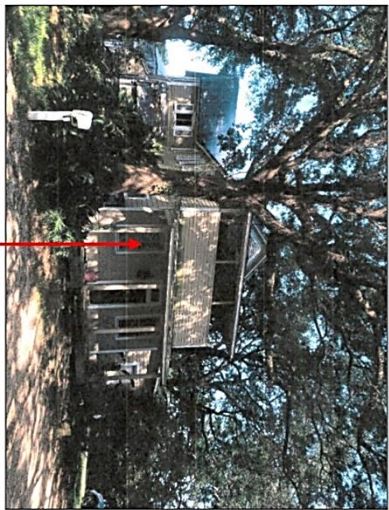
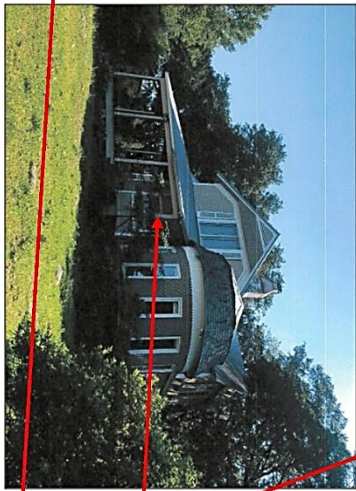
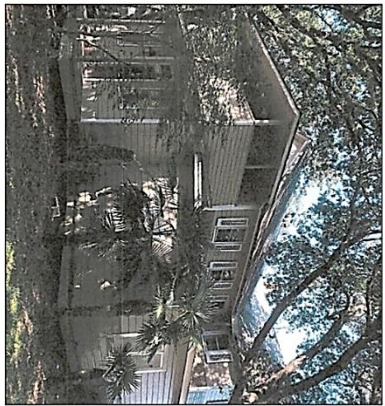
Exhibit F - Proposed Front Elevation of New Construction (Waterside)

e. 24



8/14/2023

f.



Street Side (Back) of Original Demolished Home

Waterside (Front) of Original Home Demolished

Live Oak Tree that was demolished with the home.

g.

ATTACHMENTS

Page 6 of 10

HPC Item 3.d

ATTACHMENTS

Page 7 of 10

HPC Item 3.d

ATTACHMENTS

Page 8 of 10

HPC Item 3.d

Exhibit G – Photos of the original historic Victorian home for reference showing wraparound porch, lap siding, fret work, and shingles.

8/14/2023

6

3. The proposed orientation and overall width of the structure will impede the view of the water upon entry to the property. This was maintained before the demolition of the previous house and is also outlined in the HPC Guidelines.

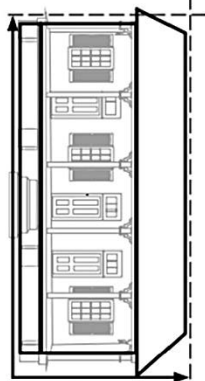
Exhibit H – Pg 56. of the Historic Design Guidelines - Size and Shape of New Construction

Size & Shape

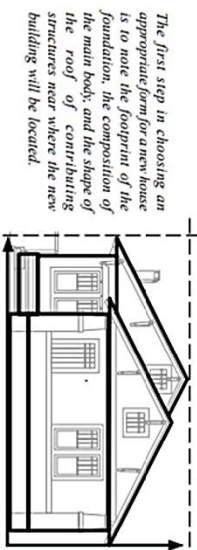
Scale - a building's height, width, and depth - is an important component of the visual continuity in historic districts. Just as buildings' fronts establish a facade-line along the street, their height establishes a height-line. In combination with width and depth, this creates the perceived "size," to which most buildings in the district conform.

A building's **form** or overall shape is a comprised of variety of parts or blocks. Vertically there are three divisions in the form: the foundation, the body, and the roof. New buildings should reference historic examples of foundation, body, and roof form as well as the manner in which these elements are composed. More modern expressions of form should be reserved for the rear of the structure where they are hidden from public view.

- A. New construction in historic neighborhoods should respect the scale existing buildings in the district. New buildings should reference existing structures for height and width.
- B. New buildings should replicate the foundation and story heights of adjacent and nearby historic properties.
- C. New buildings should reference the roof shape, pitch, and height of adjacent and nearby historic buildings.
- D. New buildings should draw upon the shape and composition of the main bodies of adjacent and nearby historic buildings for guidance.



The first step in determining the appropriate scale for a new house is to note the height, width, and depth of contributing structures near where the new building will be located. Foundation heights and story heights are also important components of scale.



The first step in choosing an appropriate form for a new house is to note the footprint of the foundation, the composition of the main body, and the shape of the roof of contributing structures near where the new building will be located.

Area Specific Guidelines

In terms of size and shape, the guidelines apply to street-oriented properties and water-oriented properties in the same manner.



Jackson Avenue

h. 56

8/14/2023



i.

Exhibit I – photo before home was demolished with Live Oak tree adjacent to the right of original structure.

Exhibit J – photo after original structure was demolished with the Live Oak tree having been demolished as well. Would like confirmation that this tree removal was approved by the Tree Protection Department?

8/14/2023



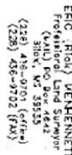
j.

8

下

9

HPC Item 3.d



4. The proposed location of the pool and garage does not meet the HPC guidelines. The proposed pool is on the water side of the home, which according to the guidelines should be avoided. They state that any recreational features should be set in the rear of the home, which for waterfront homes is on the street side. In fact, this land is depicted as an appropriate example within the guidelines.

Exhibit L – From Historic Design Guidelines - Recreation & Mechanical – References proper pool location.

8/14/2023

Recreation & Mechanical

Modern recreation and mechanical systems are more recent features that add to the comfort and enjoyment of daily life. Such features include air-conditioners, satellite dishes, utility conduit, pools, decks, patios, and play equipment. Sensitive placement of these items will reduce their impact on the historic character of the district.

- Modern recreation and mechanical features should not be visible from the public view. They should never be placed on the facade of a building or in the front yard. Generally, it is best for such features to be placed at the rear of the property. Placement to the side may be acceptable provided that the feature is screened from public view.
- Window unit air conditioners should not be placed in facade windows.
- Small security lights are acceptable, although they should be limited to a brightness that does not overwhelm.

Area Specific Guidelines

Streetfront Properties

The general guidelines apply to street-oriented properties with few variations.

Waterfront Properties

For these properties, visibility remains the key issue. Rear yards and front yards are highly visible areas from either the street or the water. Therefore, side yards and screened rear corners present the best opportunities for recreation and mechanical systems. For example, where the drive approaches the right rear corner of a building, the left side yard or the left rear yard are the best areas for maintaining low visibility for modern conveniences.

I.

46

10

Exhibit M – Adjacent Neighbor and the appropriate garage location only attached by covered walkway

Exhibit N - From the Historic Guidelines – Page 49 – References Garage Guidelines



m.

n.

B.1 New outbuildings should not be placed in front of the main house.

B.2 New garages should not be attached to historic houses.

C.1 New outbuildings should not overlie the main building.

D.1 Garage doors should use the same materials and designs as those found on historic garages in the district.

D.2 Visible out buildings should use traditional design and materials.

B.1 Outbuildings placed in front of the primary structure negatively impact the property and the district as a whole.

B.2 New outbuildings must not be out of scale with the primary structure.

D.2 Prehistoric, nontraditional design buildings should not be placed with the public view.

Submission Materials Needed with Application

For new outbuildings:
Site plan showing placement and dimensions; elevation drawings of all four sides - including door and window information such as exterior trim, material info, muntin design; materials description including roofing, siding, and foundation; manufacturer's spec sheets (encouraged)

49

Thank you for your time and for allowing me to present our concerns. We hope that you will take them into consideration when determining whether to approve this COA request, especially since they are each based on the guidelines of this commission. My sisters and I believe in this Commission's goal of ensuring that future generations have the opportunity to enjoy the benefits of Ocean Springs' rich architectural heritage.

8/14/2023

11

CITY OF OCEAN SPRINGS
PLANNING DEPARTMENT
P.O BOX 1800, OCEAN SPRINGS, MS 39566-1800
228-875-4415

CERTIFICATE OF APPROPRIATENESS REPORT

APPLICANT(S): Dennis Cowart

CURRENT OWNER? Yes ☐ No ☒

If No-List Current Owner: Craig Joachim

LOCATION: 317 Lovers Lane / Lovers Lane Historic District
PID # 61058001.000

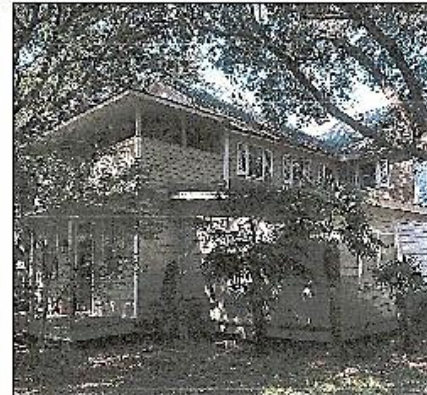
REQUESTED ACTION: Approval of a Certificate of Appropriateness for the demolition of the existing building.

DATE OF APPLICATION: June 7, 2022

PUBLIC MEETING: Thursday, July 14, 2022 / 6 p.m.

EXISTING CONDITIONS:

- The subject property is Lots 1 and 3 of the Connor Subdivision.



COA CONSIDERATIONS:

- The Lovers Lane Historic District is located on a portion of Lovers Lane only on the South side. It is described as being significant for its eclectic, high-style residential architecture, including examples of Greek Revival, Queen Anne, and Spanish Colonial Revival styles. The dwellings date from the 1870s through the 1920s and also exhibit local adaptations of architectural styles designed to accommodate the Gulf Coast climate.
- MS DEPT. OF ARCHIVES AND HISTORY RESOURCES INVENTORY FACT SHEET –
 - The house was built in approx. 1926. It is classified as “Contributing: to the Lovers Lane district.
 - A two-story, wood-frame house with central chimneys and a gable roof, porch and turreted bay on west side. Entrance from porch is through a single glazed door in period wood frame and full-length shutters. Windows are 2/2 DHS in wood frames, with shutters. House is clad in weatherboard siding with horizontal band of coursed shingles at the top and flush board at the bottom. Half-timber paneling enriches the upper gable portion. Half-timber paneling adorns the upper portion of the main gable. Entrance is trimmed with small panes. Turreted bay enclosed with vertical casements. Addition to north side with shed roof.

FINDINGS:

- The applicant has provided justification for the demolition (attached). He notes that inappropriate additions and modifications were made to the house in the 1950's and 1960's that have seriously altered the original historic structure and have created water traps and roofing conditions that cannot be practically mitigated.
- The applicant has provided photos of the existing dwelling's exterior (attached).
- The applicant has provided a floor plan of a proposed new dwelling.

PROPOSED MOTION: To recommend approval of a Certificate of Appropriateness for the demolition of the dwelling at 317 Lovers Lane.



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: _____

[Applications are due by the 7th of each month for consideration the FOLLOWING month.]

Anticipated HPC Meeting Date (Planning Dept to complete): _____

The Commission meets at 6:00pm on the second Thursday of every month

***** APPLICANT MUST ATTEND HEARING *****

Property Address: 317 LOVERS LANE

Property Owner(s): CRAIG JOACHIM

Parcel ID Number: 61058001.000

Approximate Age of Home: 116 YRS.

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: DENNIS COWART

Address: 710 PORTER AVE.

City: OCEAN SPRINGS

State: MS Zip: 39564

Phone: (228) 872-1801

Email: cowartarchitects@gmail.com

Property Owner [if Different]:

Name: CRAIG JOACHIM

Address: 317 LOVERS LANE

City: OCEAN SPRINGS

State: MS Zip: 39564

Phone: (228) 324-5612

Email: cjoachim1965@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 EXIST. HOUSE

PLEASE CHECK DISTRICT/LISTING

- ☐ BOWEN
☐ INDIAN SPRINGS
☒ LOVER'S LANE

- ☐ MARBLE SPRINGS
☐ OLD OCEAN SPRINGS
☐ RAILROAD

- ☐ SHEARWATER
☐ SULLIVAN-CHARNELY
☐ 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.

CRAIG JOACHIM
Printed Name of Owner

Signature of Owner

DENNIS COWART
Printed Name of Authorized Agent

[Signature]
Signature of Authorized Agent

06/07/2022
Date

***** APPLICANT MUST ATTEND HEARING *****

— CERTIFICATE OF APPROPRIATENESS APPLICATION —

DESCRIPTION OF REQUEST ATTACHMENT FOR: DEMOLITION OF RESOURCES

DEMOLITION

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:

- a. _____ Photographs of all sides of the structure to be removed;
- b. _____ Site plan showing locations of structures, fences, walls, walkways, and protected trees;
- c. _____ Provide a sketch showing intent for the property. In considering an application for the demolition of a landmark or resource with a historic district, the following shall be considered:
 - 1. The individual historical or architectural significance of the resource;
 - 2. The importance or contribution of the resource to the aesthetics of the district;
 - 3. The difficulty or impossibility of reproducing such a resource because of its texture, design, material, or detail; and
 - 4. The proposed replacement structure and the future utilization;

Description: _____

SEE ATTACHED SHEET.

APPLICANT'S JUSTIFICATION FOR DEMOLITION:

COA Description of work

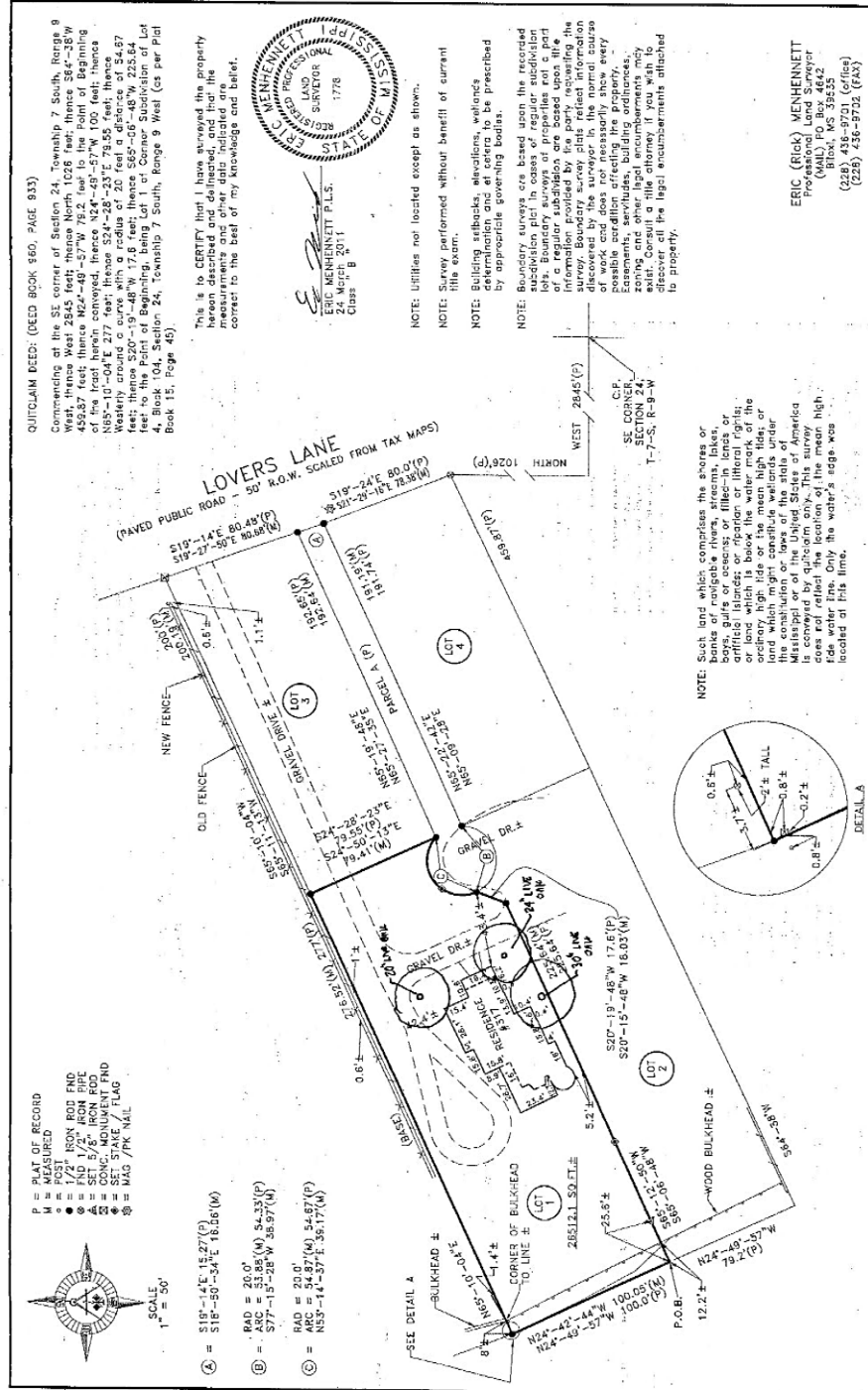
Demolition:

Demolition of Existing Historic Residential structure located at 317 Lovers Lane. After multiple past renovations and modifications to the existing historic home the Owner is requesting demolition of the existing structure and replacement with a new single family residence elevated for future storm surges and in keeping with the Design Guidelines and requirements for new construction in the City of Ocean Springs Historic Preservation Commission guidelines.

Reason for Demolition: Wood deterioration and water infiltration continues to affect the existing structure and multiple attempts have been made to renovate and correct deterioration and water infiltration issues without success. Inappropriate additions and modifications made in the 1950's and 60's have seriously altered the original historic structure and created water traps and roofing conditions that cannot be practically mitigated as they exist. Approximately \$550,000 has been spent by the family to renovate and make the structure usable and inhabitable with limited success. Water infiltration continues to exist at the front porch addition and at various roofing areas in the house and the stability of the structure is now compromised.

New Residence Proposed:

A new residence is being proposed on the site with both a waterfront wrap around porch and front porch similar to the existing structure. Roof pitches and exterior materials will match the existing structure in a combination of lap siding and shingles with roof pitches similar to the existing structure. A corner exterior porch will be incorporated and connected to the water-side exterior porch. The entire structure will be elevated on piers for future storm surge mitigation and partially enclosed to conceal parking below the elevated structure. The new structure will be submitted for full review by the HPC.

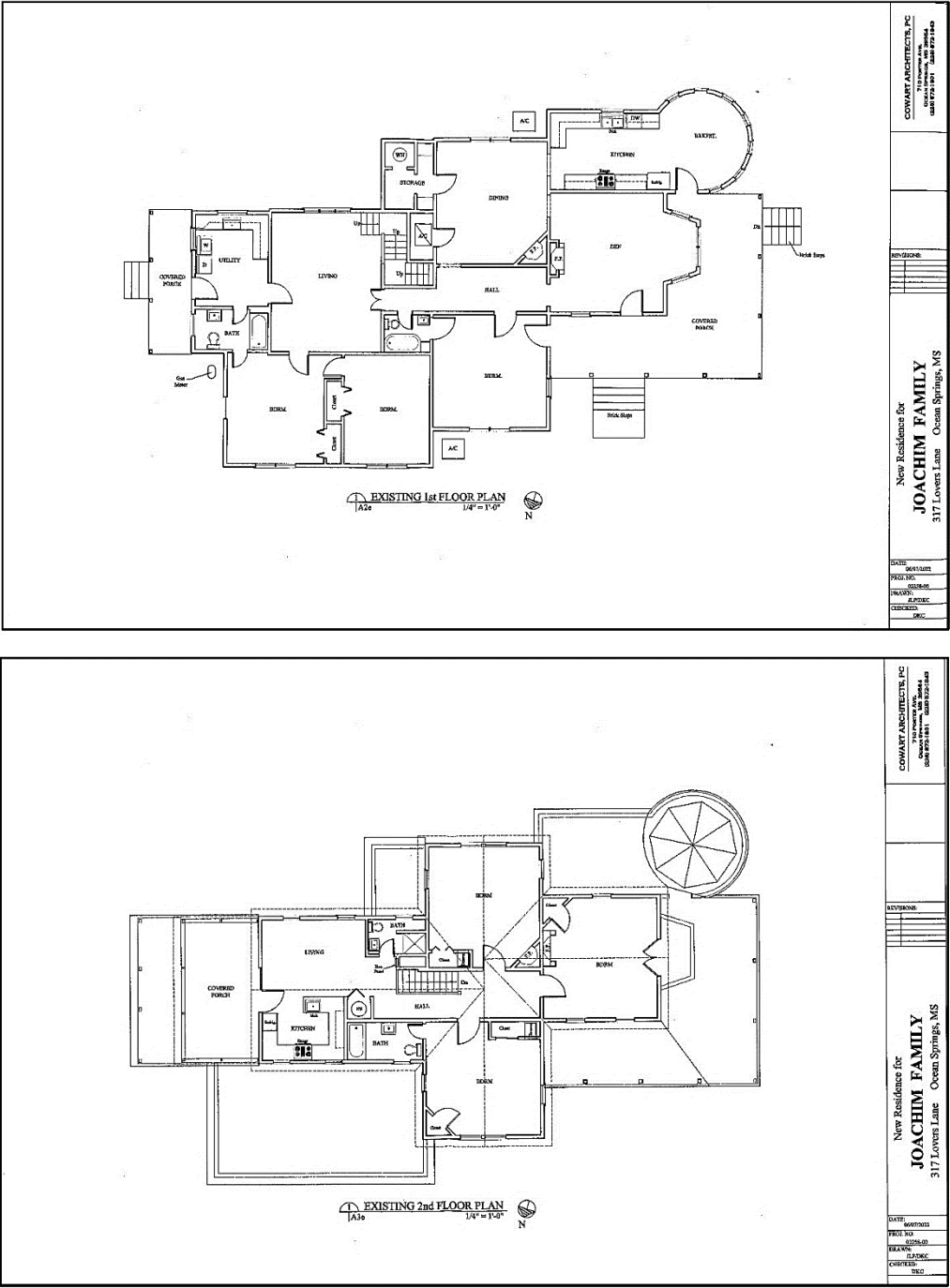




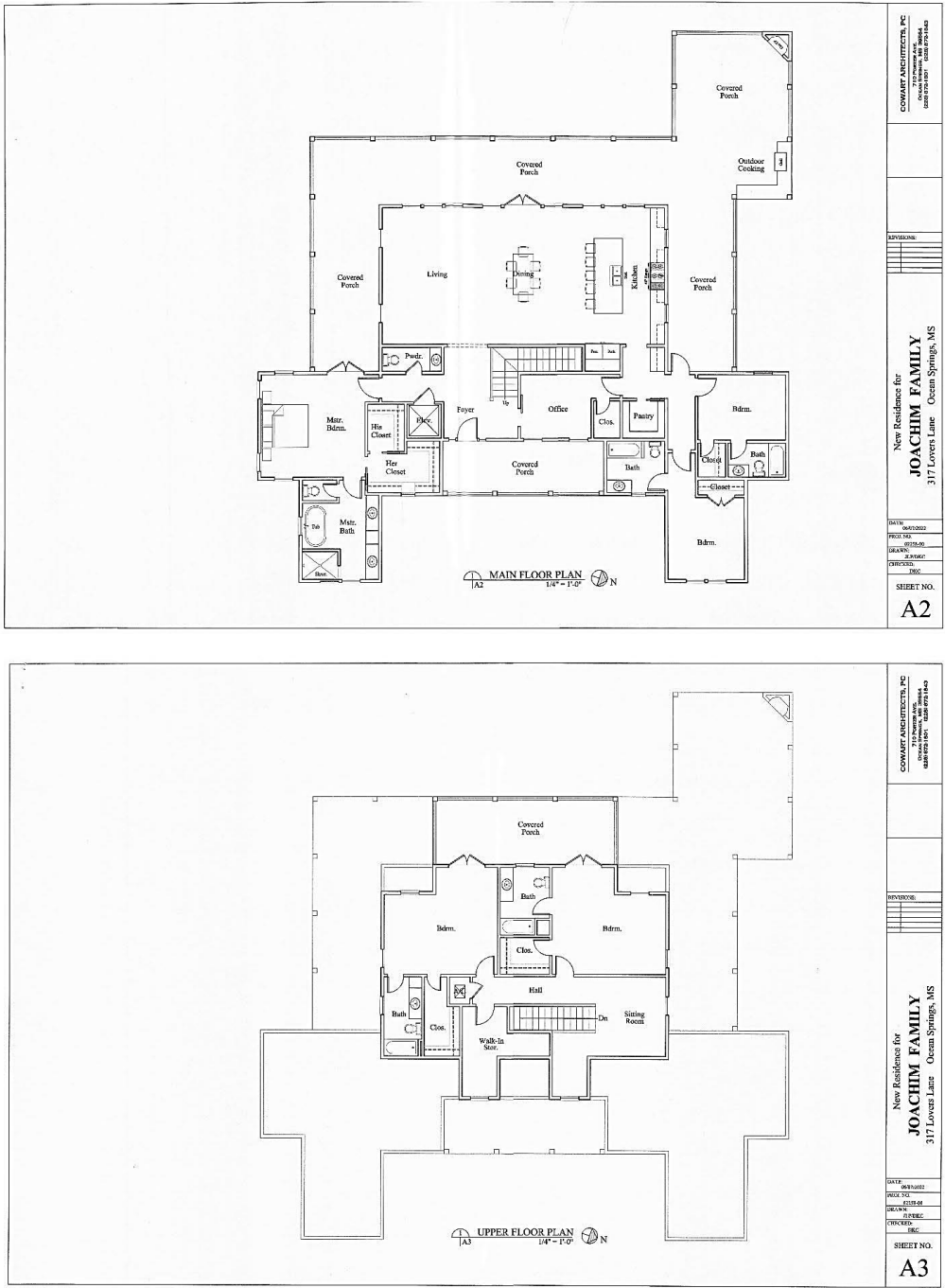




EXISTING HOUSE FLOOR PLANS



PROPOSED FLOOR PLANS



MEMORANDUM

To: Mayor & Board of Aldermen

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

Re: Approval of a Certificate of Appropriateness for the Construction of a Single Family Dwelling at 802 Iberville Drive / PID# 61030003.000 /– Applicant: Cay T. Wiser – HPC Recommends Approval

Section: CONSENT AGENDA

Meeting Date: September 19, 2023

The Historic Preservation Commission (HPC) considered the request described above at its regular meeting on Thursday, September 14, 2023. The property is in the Indian Springs Historic District. The applicant requests approval of a Certificate of Appropriateness (COA) to build a two-story single family with garage that fronts on Cox Ave. A swimming pool and detached guest cottage with a separate driveway to Iberville Dr. are proposed in the rear yard.

The HPC members considered the report from the staff and the information provided by the applicant. A motion to recommend approval of the COA passed with all members present voting YES and two members ABSENT.

The report to the HPC and other documents related to the application are attached.

CITY OF OCEAN SPRINGS
COMMUNITY DEVELOPMENT AND PLANNING
P.O BOX 1800, OCEAN SPRINGS, MS 39566-1800
228-875-4415

HISTORIC PRESERVATION COMMISSION
Certificate of Appropriateness Report

APPLICANT(S): Clay T. Wiser

CURRENT OWNER? Yes ☒ No ☐

LOCATION: 802 Iberville Drive / PID# 61030003.000 / Indian Springs Historic District

REQUESTED ACTION: Approval of a Certificate of Appropriateness (COA) for the .

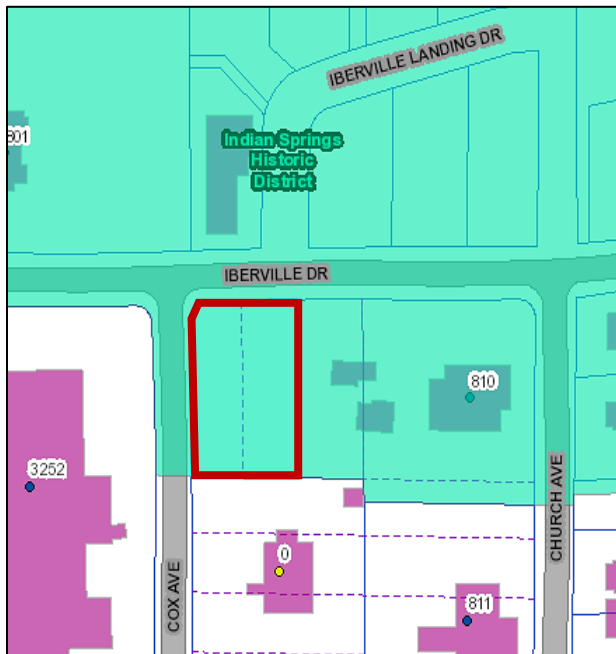
DATE OF APPLICATION: August 7, 2023

PUBLIC MEETING: Thursday, September 14, 2023 / 6:00 p.m.

EXISTING CONDITIONS: undeveloped.

DESCRIPTION OF COA: The owner requests a COA to build a two-story single family with garage that fronts on Cox Ave. A swimming pool and detached guest cottage with a separate driveway to Iberville Dr. are proposed in the rear yard.

VICINITY:



ADJACENT LAND USE:

Subject Property: RM-2, Multi-Family District – undeveloped parcel;

North: across Iberville Drive, RM-2, Multi-Family District – single-family dwellings in the Iberville Landing subdivision;

East: RM-2, Multi-Family District – undeveloped parcel;

West: M1, Manufacturing and Industrial District – PFG Precision Optics building;

South: CH, Regional Commercial District; restaurant.

COA CONSIDERATIONS:

- The Indian Springs Historic District is described as, “having a greater sense of informality in terms of layout than that of the other districts, this district encompasses a variety of residential architecture from the 1850s to the 1930s. The rehabilitation of many residences within this area for professional use reflects the modern movement to appreciate and reuse historic buildings within the community. 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,” according to the Historic District Guidelines.

COA CHECKLIST:

- **SITE LAYOUT:** The house is to be placed 20 feet from the front (Cox Ave.) property line and 36 feet from the side (Iberville Dr.) property line, which complies with the property’s zoning requirement.
- **VEHICLE PARKING LOCATION:** A 2-car, attached garage is proposed in line with the front of the house.
- **BUILDING SIDING:** brick, terra cotta color to be finished with Romabio lime wash. An example photo is attached.
- **TRIM MATERIAL:** composite corbels, decorative iron porch railing, brick trim around windows.
- **FOUNDATION:** same brick and finish as siding.
- **ROOF STYLE AND MATERIAL:** architectural shingles, Antique Slate color. An example photo is attached.
- **DOORS:** a gated entryway is proposed. Door details not provided.
- **WINDOWS:** multiple lights with black-colored casing.
- **DETACHED GUEST COTTAGE/OFFICE:** Information on exterior material not provided.
- **FENCING:** already in place as approved by the HPC on April 29, 2022.

FINDINGS:

- The historic district guidelines recommend that garages in new construction should be located at the rear of the structure. However, the proposed placement on the front of the house is consistent with existing new dwellings on Iberville Landing Dr. that are within the Indian Springs Historic District.

PROPOSED MOTIONS:

To approve a Certificate of Appropriateness for the construction of a new dwelling at 802 Iberville Drive as described in the application and plans.



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

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



228.875.4236 | www.oceansprings-ms.gov

MEMORANDUM

To: Mayor & Board of Aldermen
From: Darla Jourdan, Building Admin
Re: Tree Applications with Building Official's Recommendations for applications received through Sept. 12, 2023
Section: CONSENT AGENDA
Meeting Date: September 19, 2023

Please find attached the tree applications and Building Official's recommendations for the following tree applications:

- 1) 3712 Bergerac Lane
- 2) 103 Mark Daniels Circle
- 3) 600 Bechtel Blvd

Tree Application Report

Findings from the review of applications and site visits

1) Application for 3712 Bergerac

Owner: Logan Freeman

Request: Remove 3 Live Oak trees on the west side of home. Trees are marked with a ribbon.

Building Official Recommendation: *Recommend DENYING removal of 3 Live Oaks. Trees are not causing any damage to home or property.*

2) Application for 103 Mark Daniel Circle

Owner: Len & Sharon Nobles

Request to remove hazardous dead limbs from 1 Live Oak tree that can cause damage to property & injury when they fall. Also doing some canopy thinning to remove excess weight to the large branches that are rubbing against each other over our home.

Building Official Recommendation: *Recommend APPROVING trimming of Live Oak, no more than 20% trim of deadwood and low limbs over roof.*

3) Application for 600 Bechtel Blvd

Owner: Nathan Prescott

Request: Remove 1 damaged Live Oak leaning heavy (has caution tape) and trim low hanging limbs on 3 additional Live Oak trees marked by red ribbon.

Building Official Recommendation: *Recommend APPROVING removal of 1 Live Oak. Tree is leaning over foundation for new building.*

Recommend APPROVING trimming of remaining Live Oaks, 20% of low limbs and deadwood.

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)

RECEIVED
SEP 01 2023

CITY OF OCEAN SPRINGS
BUILDING/PLANNING DEPARTMENT

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: 8-30-2023

Address/Location of Work to be Performed: 3712 Bergerac

Applicant Information:

Name: Todd Lippert Email: toddgcid@yahoo.com

Phone: 228-369-5521 Alt Phone: _____

Owner Information (if different than applicant):

Name: Logan Frauman Email: _____

Phone: 318-617-5448 Alt Phone: _____

Tree Contractor Information (if applicable):

Name: Southern tree surgery Email: _____

Phone: 228-369-5521 Alt Phone: _____

Description of work or alteration to be performed: _____

- Remove total of Three Live oaks on the west side of the house. Trees will be marked with Ribbon

- Recommend Denying Removal of Three Live Oaks, Trees Are Not Causing Any Damage to Home or Property

Danell [Signature] 9/11/23

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 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: Sept 1, 2023

Address/Location of Work to be Performed: 103 Mark Daniel Cir, Ocean Springs

Applicant Information:

Name: Len & Sharon Nobles Email: Greysmom@gmail.com

Phone: 228-215-4602 Alt Phone: 228-875-7002

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: 2. dead Trees removed and stump ground, 2. black gum trees trimmed near and over roof of house.

1. live oak

to remove hazardous dead limbs that can cause damage to property and injury when they fall.

Some canopy thinning to remove excess weight to the large branches rubbing against each other over our home. We will be hiring a professional tree service that has worked in OS and with live oaks to make sure it is done right. pictures 1-6.

Check the following boxes indicating the information for each has been provided and/or adhered to:

☐ Site Plan for Reference (the site plan must depict where the trees are in relation to the structure(s) and street/driveway)

☐ The trees referenced in this application have been identified with ribbon (supplied by the City of Ocean Springs Building Department upon request)

☐ Picture(s) for Reference (All pictures must depict trees already marked with ribbon; if tree is not marked, it will be inelligible for TPC consideration)

I, the undersigned applicant, affirm that the foregoing information is true and accurate. I will have the full authority over the tree removal and/or tree alteration as described. I also acknowledge that, by submitting this application to the Tree Protection Committee, I do hereby authorize any agent of said committee to visit the location listed above as he or she deems necessary to make an informed decision regarding my application. It is my responsibility to contact the Building Department for the decision that was made regarding the application.

Sharon R. Hobbes
Applicant Signature

Sept 1 2023
(Date)

Office Use Only:

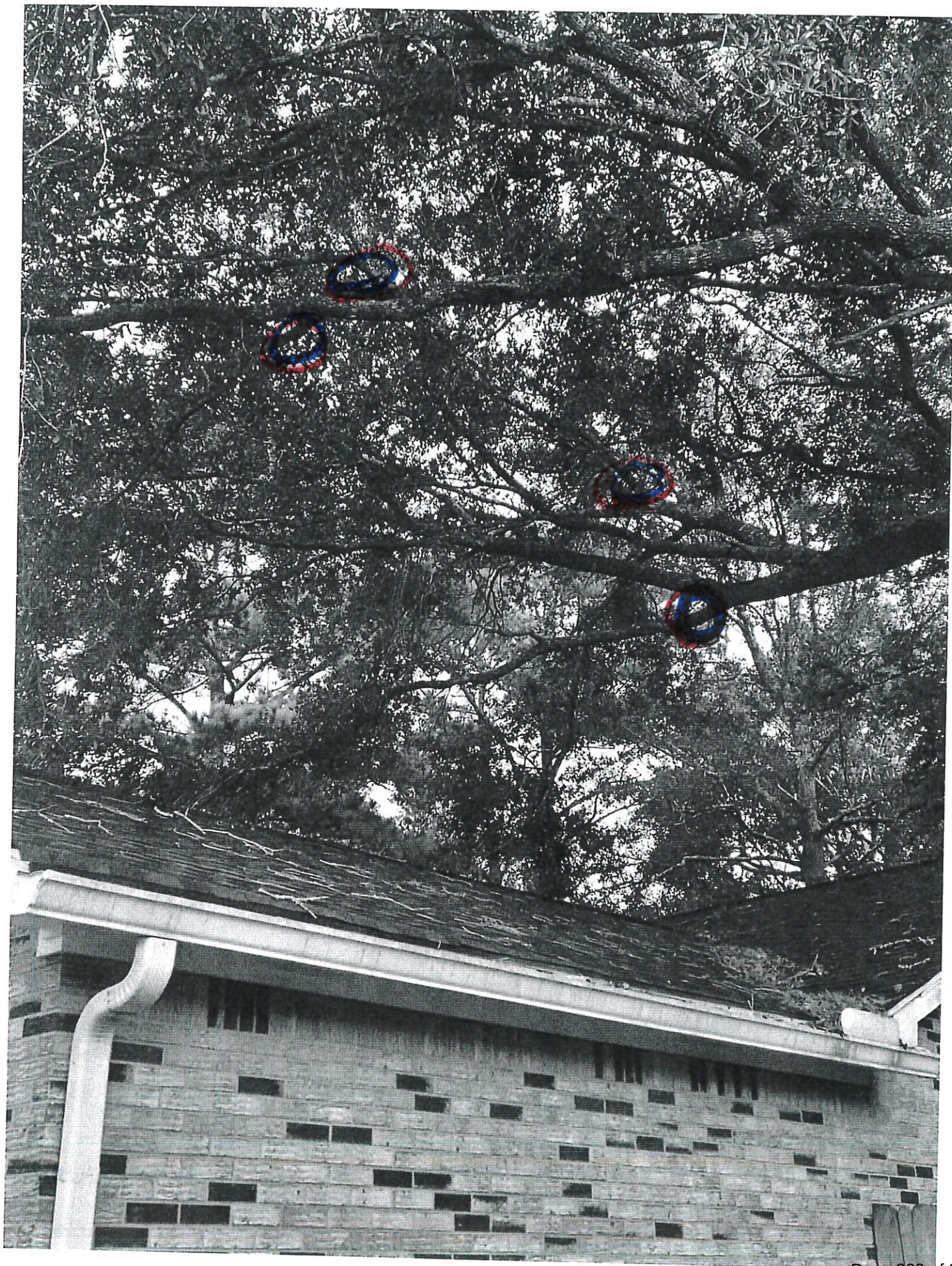
Building Official Findings:

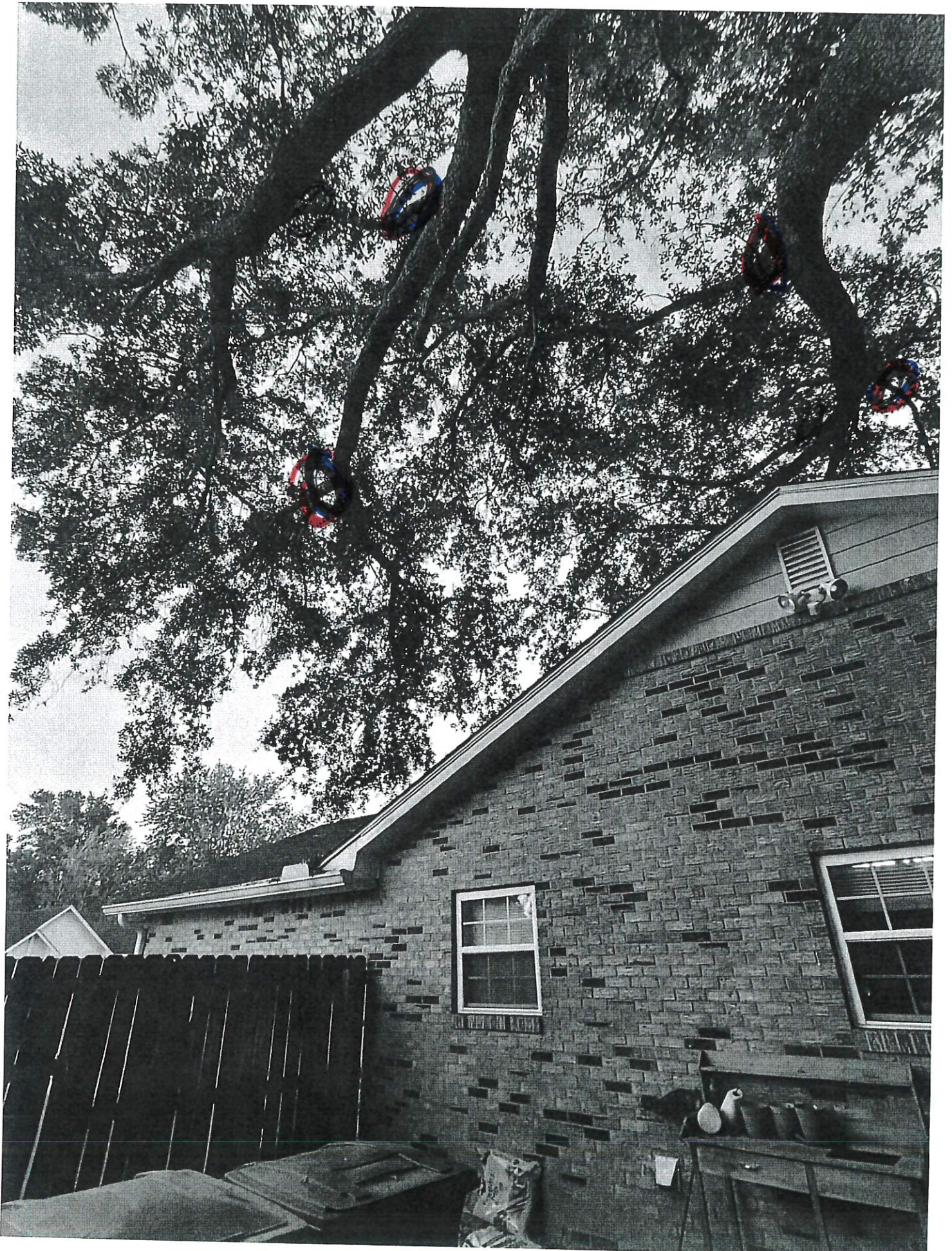
Recommend Approving Trimming of
Live Oak, No more than 20% Trim of
Deadwood and Low Limbs over Roof.

Daniel J. H.

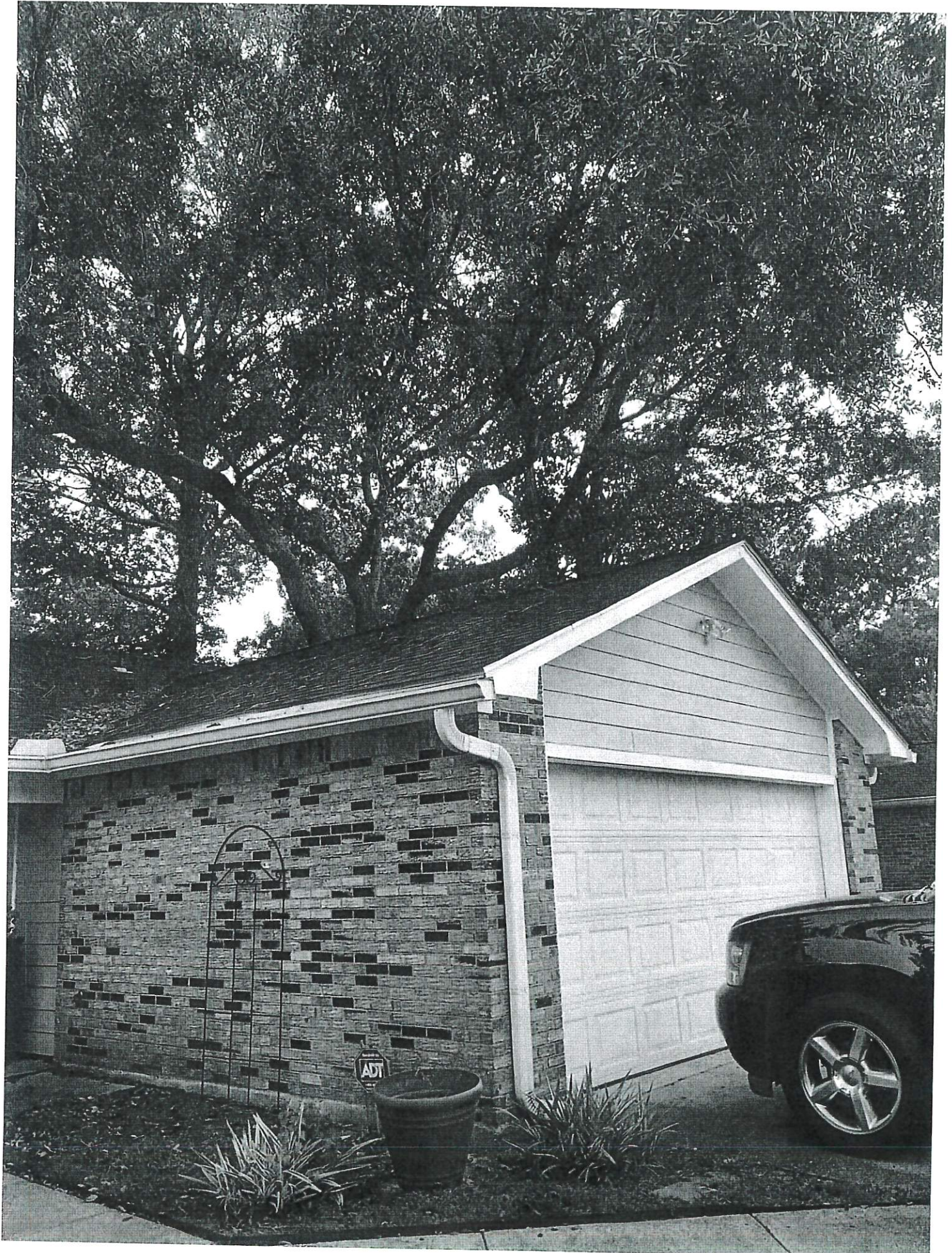
9/11/23

MAYOR AND BOARD OF ALDERMEN AGENDA DATE: _____



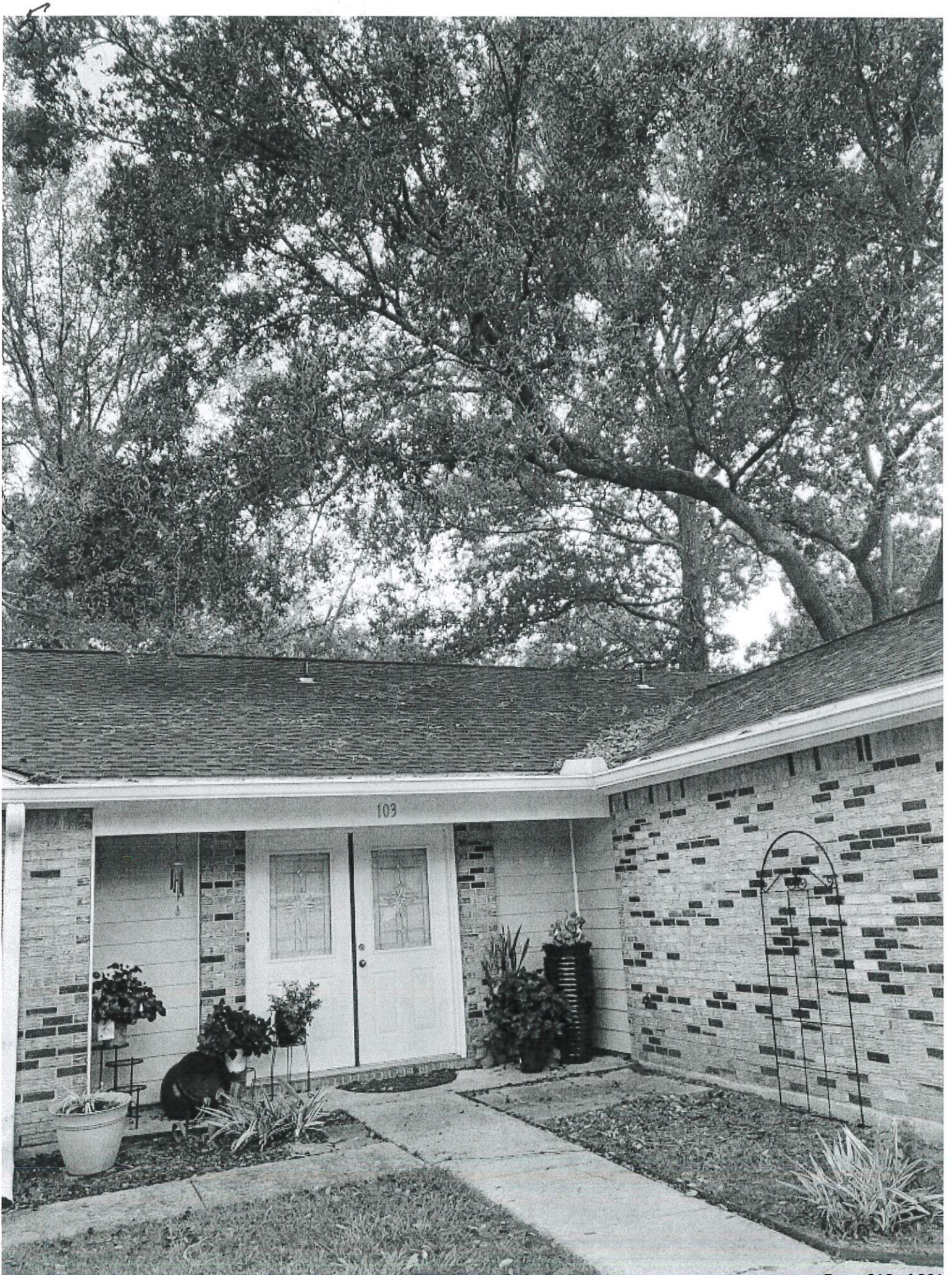


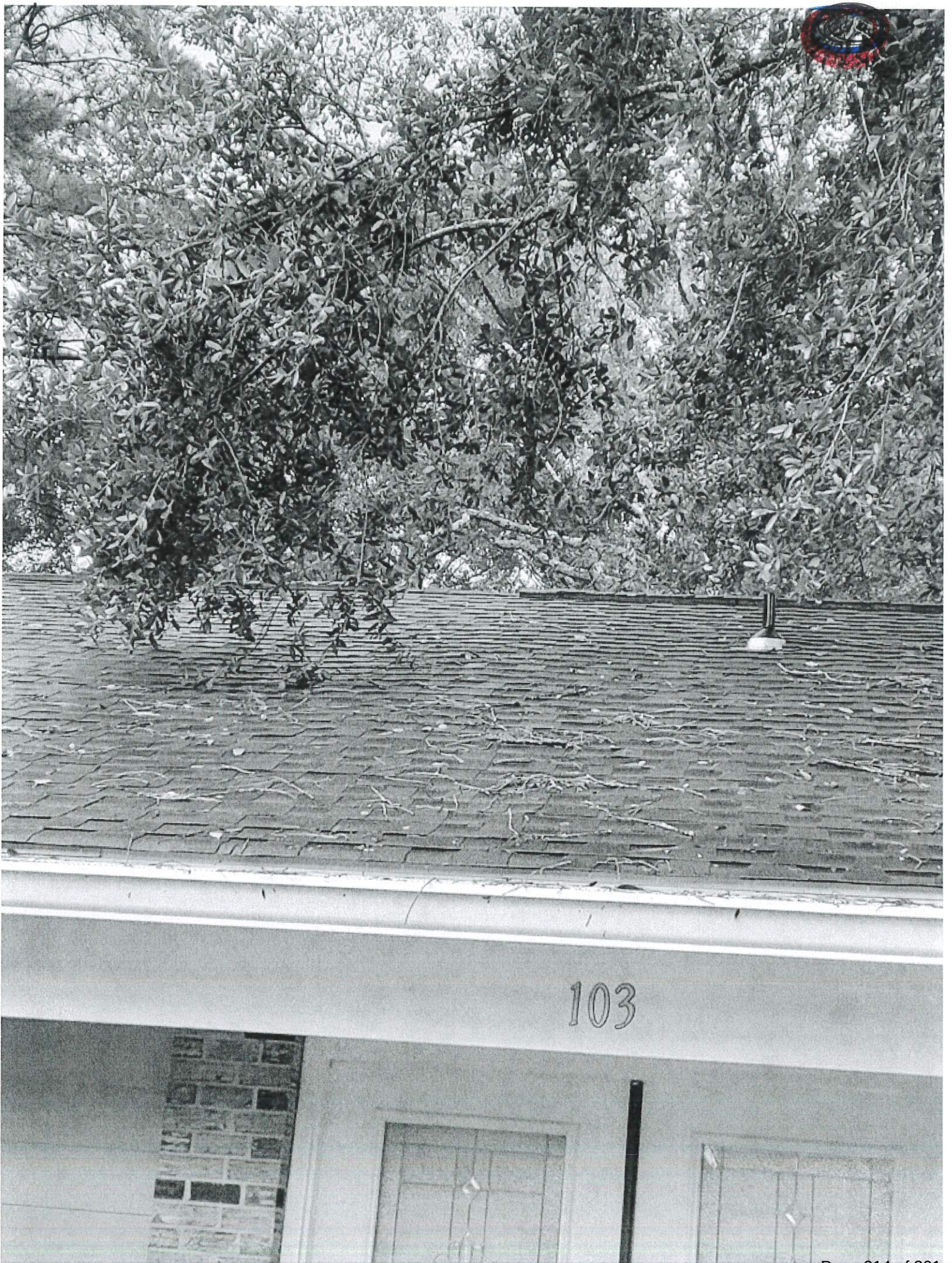
3.



4.







City of Ocean Springs Building Department
1018 Porter Avenue, Ocean Springs, MS 39564
228-875-6712

Application is hereby made to the City of Ocean Springs, MS for official permission for tree removal and/or tree maintenance within the City limits. Application is being submitted in accordance with the guidelines defined in Section 4.11 of the City Unified Development Code effective April 26, 2019.

Application Date: 9-11-23

Address/Location of Work to be Performed: 600 Bechtel Blvd O.S.

Applicant Information:

Name: Richard Harris Email: hshomes2@hotmail.com

Phone: 228 617 9332 Alt Phone: _____

Owner Information (if different than applicant):

Name: Nathan Prescott Email: _____

Phone: _____ Alt Phone: _____

Tree Contractor Information (if applicable):

Name: N/A Email: _____

Phone: _____ Alt Phone: _____

Description of work or alteration to be performed:

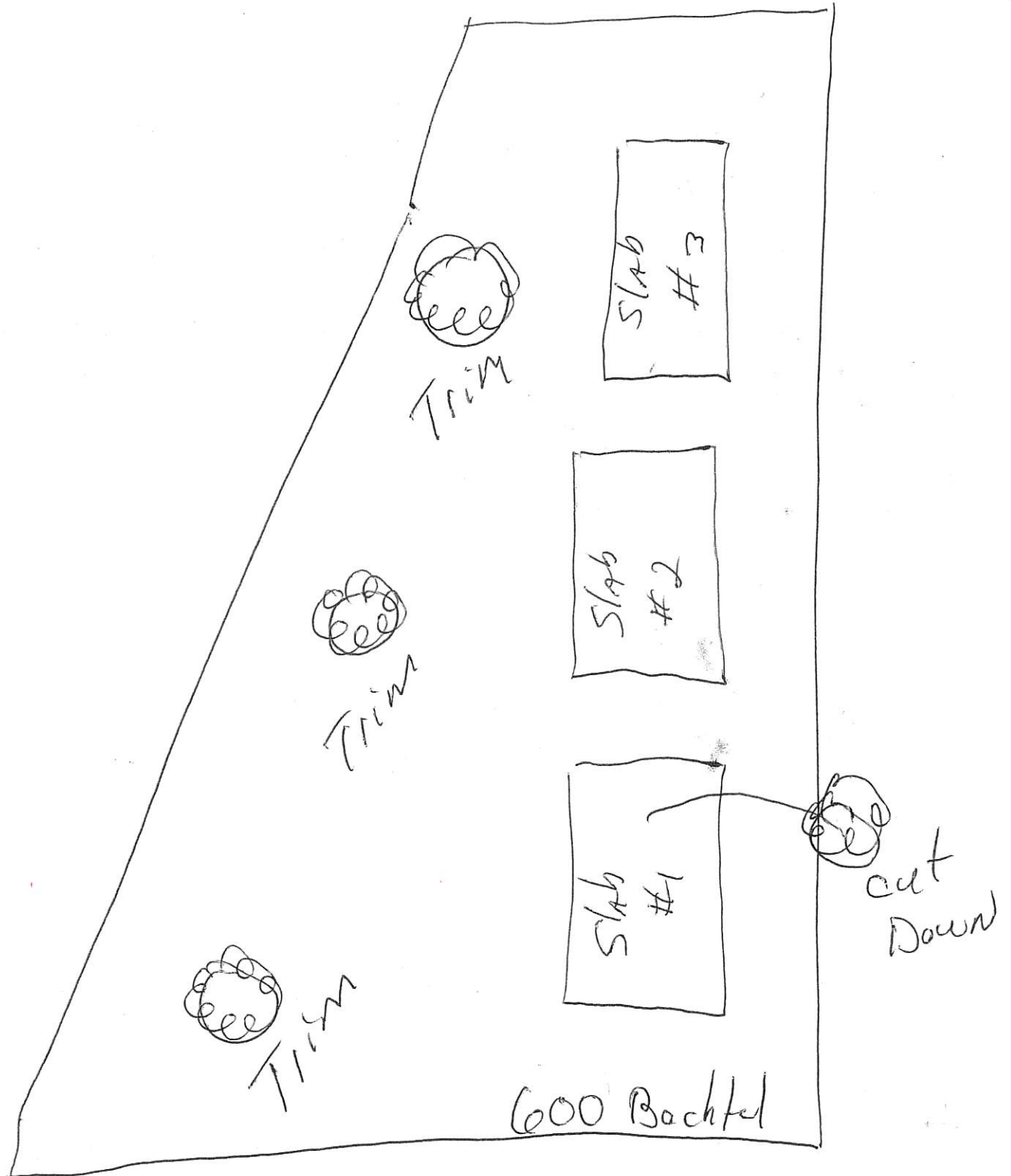
Remove one Damaged oak (Caution Tape)
Leaning heavy
Trim Low hanging Limbs on 3 additional
oak Trees - marked by (Ribbon Red)
Recommend Approving Removal of one Live
OAK, Tree is Leaning over Foundation for
New Building.

Recommend Approving Trimming of Remaining
Live OAKS, 20% 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)

Site Plan on Back
Danell [Signature] 9/11/23



Bachtel Blue

Rachel Johnson

From: +12286179332@tmomail.net
Sent: Monday, September 11, 2023 8:39 AM
To: Rachel Johnson



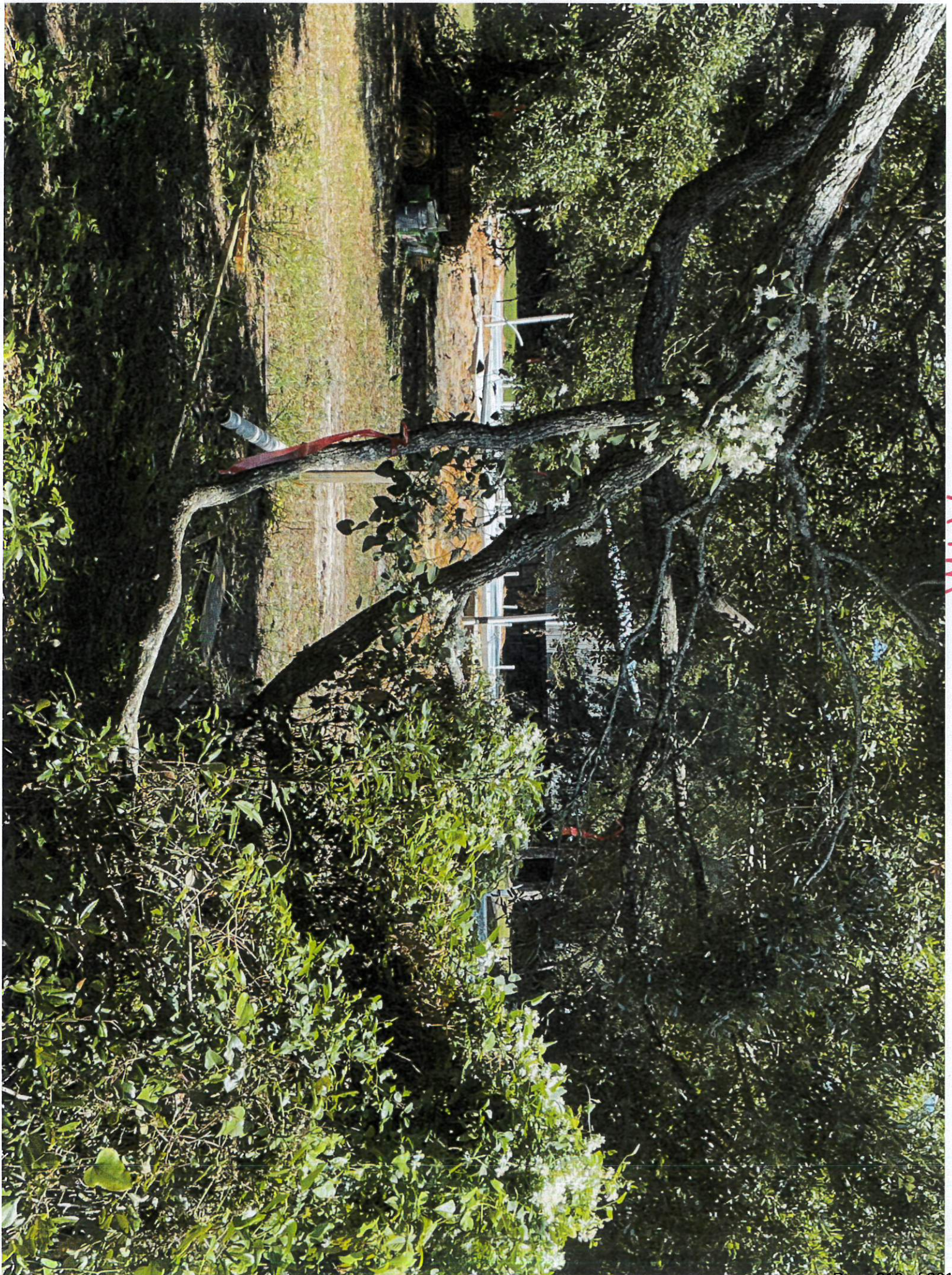
Trim



Trim

Trim





Tim

Remove



Remove





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

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



228.875.4236 | www.oceansprings-ms.gov

MEMORANDUM

To: Mayor & Board of Aldermen
From: Darla Jourdan, Building Admin
Re: Monthly Building Report - August 2023
Section: CONSENT AGENDA
Meeting Date: September 19, 2023

Find attached the Building Department monthly building permit report for the month of August, 2023.

	# Permits	Valuation	Total Fees Collected
Building	88	\$3,189,161.00	\$23,904.00
Electrical	42		\$1,880.00
Mechanical	30		\$3,745.00
Plumbing	21		\$1,776.00
Signs	7		\$472.00
Land Work	7		\$0.00
Trees	5		\$130.00
Golf Carts	24		\$504.00
Bonfires	25		\$650.00
Planning	24		\$5,878.81
TOTALS	273	\$3,189,161.00	\$38,939.81



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

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



228.875.4236 | www.oceansprings-ms.gov

MEMORANDUM

To: Mayor & Board of Aldermen

From: Rick Hutcherson, Code Enforcer

Re: Accept Code Report through September 13, 2023

Section: CONSENT AGENDA

Meeting Date: September 19, 2023

Accept Code Report through 13-September-2023



Code report through September 13, 2023

WARD #1

- **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.
- **1408 Diller** – 8/7/2023 Work without a permit. 8/7/2023 – Materials delivered. 8/21/2023 – Work being performed. 8/28/2023 – Letter sent.
 - **9/8/2023** – Obtained permit. Close.
- **1200 Hammersmith** – 8/30/2023 Unlicensed vehicle. 8/31/2023 – Letter sent.
 - **9/6/2023** – Vehicle gone. 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.
- **9705 Iroquois** – 9/5/2023 Exterior sanitation/tires.
 - **9/9/2023** – Letter sent.
- **1237 King Henry** – 8/21/2023 Roof without a permit. 8/28/2023 – Letter sent.
 - **9/8/2023** – Obtained permit. Close.
- **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.
- **1209 Londonberry** – 9/11/2023 High grass.
 - **9/13/2023** – Letter to be sent.

- **3205 Nottingham** – 11/14/2022 Fence without a permit. 11/23/2022 – Sent letter.
 - **12/6/2022** – Filed charges.
- **3306 Queen Elizabeth** – 8/21/2023 Work without a permit.
 - **8/28/2023** – Letter Sent.
- **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. 8/30/2023 – Some items remain in front, property is mainly compliant.
 - **9/5/2023** – Property compliant.

WARD #2

- **1711 Carpenter** – 6/9/2022 High grass, unlicensed/inoperable vehicle. 6/10/2022 Sent letter. 6/20/2022 Grass cut, follow up in 10 days. 6/28/2022 – monitoring. 7/11/2022 -- Grass is ok, vehicle was blocked and could not see the plate from the public domain. Monitoring. 7/20/2022– Grass is ok, vehicle remains blocked. Close (and monitor). 8/1/2022 – Sent final notice. 8/8/2022 – Spoke with owner, she asked for an extra week or two extension for the vehicle while maintaining the grass. I agreed. Follow-up on the 2nd patrol date. 8/29/2022 – Conditions remain, letter to be sent. 9/13/2022 – Conditions remain, Tried to contact owner at the residence without success. I will monitor.
 - **9/20/2022** – Filed Charges.
- **800 Cash Alley** – 4/21/2023 Unreconciled and outstanding permit for completed work. 4/21/2023 – Sent letter.
 - **6/21/2023** – Filed charges.
- **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.
 - **9/5/2023** – Filed charges.
- **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.
- **408 Forest Hill** – 7/20/2023 Building without a permit. 7/28/2023 – Sent letter. 7/29/2023 – Letter returned. 8/28/2023 – Sent letter to two addresses.
 - **9/1/2023** – received message from owner.
- **805 General Pershing** – 5/23/2023 Unreconciled and outstanding permit for completed work. 5/24/2023 – Sent letter. 6/15/2023 – Letter returned. 8/28/2023 – Letter re-sent.
 - **9/6/2023** – Owner called, spoke with office administrator. Stated that she would send a check.
- **807 General Pershing** – 5/23/2023 Unreconciled and outstanding permit for completed work. 5/24/2023 – Sent letter. 6/15/2023 – Letter returned. 8/28/2023 – Letter re-sent.
 - **9/6/2023** – Owner called, spoke with office administrator. Stated that she would send a check.
- **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.
- **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.
- **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
- **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.
- **703 Mosely** – 8/4/2023 Work without a permit. 8/28/2023 – Sent letter.
 - **8/31/2023** – Obtained permit. Close.
- **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.
 - **8/21/2023** – Filed charges.
- **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.
 - **4/27/2023** – 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.
 - **9/5/2023** – Filed Charges.
- **522 Washington** – 8/25/2022 – Garbage dumpster left at roadway.
 - **8/21/2023** – Filed charges.
- **1123 West Cherokee** – 11/28/2022 – Fence repair without a permit. 11/30/2022 – sent letter. 12/9/2022 – Owner came into office and said he replaced less than 15'-0" and was well under the \$100 criteria. 12/9/2022 - Documented that approximately 65' of fencing was replaced. Permit is required. Reviewed with Building Official, permit is required. 12/20/2023 – Sent final notice. 1/31/2023 – Charges to be filed.
 - **1/31/2023** – Charges filed.

WARD #3

- **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 (A)** - 3/28/2022 – Opened case to monitor garbage cans.
 - **9/13/2023** – Documentation to continue.
- **431 Bechtel (B)** - 9/6/2023 – Building 1: Fence, awning/overhangs without a permit.
 - **9/8/2023** – Spoke with local realtor/property manager, he said he would be in to apply for a permit.
- **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.
- **1022 Conley** – 9/6/2023 Roof without a permit.
 - **9/8/2023** – Sent letter.
- **2448 Davidson** – 8/24/2023 Downed tree, debris. 8/29/2023 – Sent letter.
 - **9/5/2023** – Owner called and told office admin that he will work on it.
- **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.
 - **8/31/2023** – Appears as if the property is undergoing a major clean-up. I will continue to monitor.
- **111 Linda** – 7/27/2023 Dirt pile out front. 8/23/2023 Public Works called about tree trimmings being dumped in ditch behind house. Observed newly installed, unpermitted swimming pool on site.
 - **8/23/2023** – 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. 8/17/2023 – extra boats gone. Holding off on charges. Monitoring. 8/24/2023 – No boats observed. 8/31/2023 – Boat observed in street.
 - **9/7/2023** – Outboards under repair in front yard. If not completely rectified by next patrol date, charges to be filed.
- **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- Sent letter. 8/17/2023 – Due to drought, I am monitoring.

- **8/31/2023** – Grass cut. Close.
- **203 Linda** – 7/21/2023 Exterior sanitation. 7/23/2023 – Letter sent. 8/10/2023 – Progress made.
 - **8/31/2023** – Most everything is gone from in front. Close.
- **210 Linda** – 9/6/2023 Work without a permit. 9/6/2023 – Issued Stop Work.
 - **9/7/2023** – Obtained permit. Close.
- **223 Linda** – 7/21/2023 High Grass. 7/25/2023- Sent letter.
 - **8/31/2023** – Grass cut. Close.
- **213 Mason** – 4/21/2023 Unreconciled and outstanding permit for completed work. 4/24/2023 – Sent Letter.
 - **6/21/2023** – Filed Charges.
- **308 Mincheck** – 8/3/2023 report of high grass. 8/17/2023- Still high, but not quite 11". 8/29/2023 – Grass high enough to be in violation.
 - **8/31/2023** – Letter sent.
- **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)** – 7/18/2023 Roof without a permit. 7/28/2023 – Sent letter.
 - **9/5/2023** – Charges filed.
- **100 Sunhaven** – 8/25/2023 Fence without a permit. 8/28/2023 – Letter sent.
 - **9/12/2023** – Received email. It was his (late) father's house, and the house was recently sold. The fence was erected by the new owner. Letter to be sent to new owners.
- **329 Teringo** – 8/28/2023 – Non-permitted work. 8/29/2023 – Letter sent.
 - **9/12/2023** – Spoke with former owner, house was sold just prior to the roof work. Inquiry to new owners to be made, and letter to be sent.
- **205 Walnut** – 8/8/2023 Roof without a permit. 8/28/2023 – Letter sent.

- **9/5/2023** – Obtained permit. Close.

WARD #4

- **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.
- **201 Beverly** – 8/23/2023 Work without a permit.
 - **8/28/2023** – Letter sent.
- **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.
- **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.
 - **9/13/2023** – Awaiting trial.
- **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.
 - **8/11/2023** – Obtained permit. Close.
- **2709 Davidson** – 7/20/2023 High grass.
 - **7/25/2023** – Letter sent
- **2705 Hargrove** – 7/28/2023 Work without a permit. 7/28/2023 – Letter sent

- **8/7/2023** – Obtained permit. Close.
- **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.
 - **8/28/2023** – Letter sent.
- **400 Hunter (A)** – 5/3/2023 Fence without a permit. 5/5/2023 – Sent letter. 5/9/2023 – Applied for permit.
 - **9/13/2023** – Still pending.
- **400 Hunter (B)** – 8/30/2023 Exterior sanitation. 8/31/2023 – Sent letter.
 - **9/11/2023** – Neighbor called in.
- **406 Hunter** – 7/5/2023 Renovation (windows, siding, roof) without a permit.
 - **7/10/2023** – Sent letter.
- **102 Leigh** – 8/3/2023 Exterior Sanitation/paint cans. 8/3/2023 – Sent letter.
 - **8/30/2023** – Cans gone, close.
- **104 Pevey** – 8/2/2023 High grass. 8/30/2023 – Sent letter
 - **9/7/2023** – Grass cut. Close.
- **700 Twin Oaks** -10/14/2021 Cars in disrepair onsite, trash and debris. 10/14/2021 Looks like owner is cleaning out garage. Will follow up in two weeks. 10/18/2021 high grass, weeds, dilapidated vehicles, junk, and excessive clutter. Photos taken; letter sent. 10/26/2021 some clean up made, giving the 10 days as cited in letter. Will follow up. 11/10/2021 Progress appears to have halted. Will issue Second notice. 11/24/2021 The clutter seems to be gravitating to the fence and back yard, will check next week and report. 12/3/2021 – Sent 2nd letter. 12/14/2021 Spoke with owner. He was recently diagnosed with liver cancer and will be going through treatments. He said that he will work on the list of violations. He requested more time, I agreed. I will follow up in a month before contacting him again. 1/12/2022 - still inside the 30-day grace period I granted to the owner. 1/24/2022 - There

appears to be a lot of activity going on. Likely it is some sort of re-organization. I will continue to monitor. 2/22/2022 - Progress has slowed but is still ongoing. I will continue to monitor as long as the work continues. 3/9/2022 - Looks like the back area is nearly done, however a bus is now on site. 3/18/2022 - Trying to reach owner about the bus 4/11/2022 - Most everything is under the carport now. Property is nearing compliance. 6/15/2022 - Bus is now onsite. I am reaching out to the owner to find out his intent with the bus, and when he feels the property will be in compliance. I will proceed with which course is necessary. 9/8/2022 - Sent a final notice, listed violations so there is no confusion. 9/20/2022 - Filed Charges

- **11/23/2022** - Appears that owner is painting cars onsite. This will fall under the umbrella of charges filed already.

- **2701 Walton** - 4/21/2023 Unreconciled and outstanding permit for completed work. 4/21/2023 - Sent letter.
 - **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.
 - **8/28/2023** - House sold. Charges to be dropped.

WARD #5

- **801 Cane Brake** - 8/11/2023 Roof without a permit. 8/11/2023 - Letter Sent.
 - **8/29/2023** - Obtained Permit. Close.
- **3521 Government** - 4/20/2022 Exterior sanitation, high grass and weeds. Please review prior reports for detailed updates. 2/15/2022 - Property is in the process of being cleared, albeit slowly. Monitor. 3/2/2023 - continue to monitor. 4/3/2023 - Owner will hire a third party to finish the work.
 - **7/19/2023** - Told Warrant officer that owner has had sufficient time, and to proceed with service.
- **3420 Groveland** - 7/31/2023 Exterior sanitation, junk, high grass, junk yard (?), high grass. 7/31/2023 - Monitor and document. 9/1/2023 - Sent letter. 9/6/2023 - Owner called and stated that he needs two weeks to get property in order (which will be 9/20). I alerted him that due to the dire condition of the property, that if not complete on 9/20/2023, I will follow up on 9/26/2023, if not in complete compliance, I will file charges.
 - **9/12/2023** - No work has been done on property (12 days since letter was sent). Continuing to monitor.
- **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. 8/28/2023 – Letter re-sent.
 - **9/1/2023** – Permit obtained, close.
- **109 Mark Daniel** – 6/7/2023 Fence and shed without a permit. 6/9/2023 – Letter sent. 8/31/2023 – Permits for both are pending.
 - **8/31/2023** – Permits for both have been issued. Close.
- **9308 Meadowview** – 9/12/2023 Exterior sanitation/tires.
 - **9/13/2023** – Letter to be 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. 8/18/2023 – A monumental amount of work has been done on property. It is possible that it will come into compliance in the next week.
 - **9/12/2023** – Not quite in compliance, but is very close. I do anticipate a case dismissal.
- **126 Reynolds** – 3/28/2022 Unreconciled and outstanding permit for completed work. 3/28/2023 – Sent letter.
 - **6/21/2023** – Filed charges.
- **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.
- **4008 Xavier** – 7/19/2023 Fence without a permit. 7/28/2023 – Sent letter. 7/31/2023 – Applied for permit.
 - **8/10/2023** – Obtained permit, close.

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.
- **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. 8/28/2023 – Letter sent. 9/1/2023 – Spoke to owners, they will be in to apply for a permit. Spoke to Building official, he doesn't think they're permissible.
 - **9/5/2023** – Applied for a permit.
- **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. 8/28/2023 – Conditions remain. Letter sent to tenant and owner.
 - **9/12/2023** – Conditions remain, charges to be filed.
- **122 Gettysburg** – 9/12/2023 Dilapidated vehicle.
 - **9/13/2023** – Letter to be sent.
- **1602 Heather** – 6/19/2023 Slab without a permit. 6/19/2023 – Sent letter.
 - **6/26/2023** – Applied for permit.
- **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. 8/29/2023 – People sleeping in the yard and driveway, conditions worsening.
 - **8/31/2023** – Charges to be filed.
- **1206 Parktown** – 8/21/2023 Roof without a permit.
 - **8/30/2023** – Letter sent
- **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. 8/31/2023 – Letter sent.
 - **9/11/2023** – Some cleaning, but property is in decay.

- **1306 Parktown** – 1/21/2022 Unlicensed and dilapidated vehicle on premises. Sent letter. 2/2/2022 - Conditions remain, sent second letter. 2/23/2022 – Sent final notice. 3/8/2022 – Conditions remain. 2/23/2022 – File charges with court. 3/9/2022 – Filed charges with court. 4/26/2022 – Awaiting court date. 6/8/2022 – Warrants officer informed me that he has not been served. He has been by the residence multiple times, but the gentleman is never there, and he has left his card on multiple occasions. 6/15/2022 - Warrants officer located an alternate address and is going to serve him at that location. 8/29/2022 – Summons to be re-sent.
 - **9/5/2022**- Charges filed with court.
- **4606 Pinehaven** – 9/12/2022 Roof without a permit. 9/29/2002 – Sent letter.
 - **10/10/2022** – Filed Charges
- **3114 Shadowwood** – 6/6/2023 Roof without a permit. 6/9/2023 – Sent letter.
 - **8/28/2023** – Sent Final Notice.
- **3120 Shadowwood** – 8/30/2023 Roof without a permit.
 - **8/21/2023** – Sent letter.
- **3007 Trentwood** – 6/6/2023 Fence erected without a permit. 6/9/2023 – Sent letter.
 - **8/28/2023** – Sent final notice.
- **20 Whisperwood** – 7/24/2023 Pool without a permit. 7/24/2023 – Sent letter. 8/26/2023 – Applied for permit.
 - **7/28/2023** – Obtained permit. Close.
- **3902 Yosemite** – 10/18/2022 Siding without a permit. 11/9/2022 – Sent letter. 12/29/2022 – Charged to be filed.
 - **1/4/2022** – Charges filed.
- **4107 Yosemite** – 9/8/2022 roof without a permit. 9/8/2022 – Sent letter. 9/28/2022 – Sent 2nd letter.
 - **10/10/2022** – Filed Charges.
- **4202 Yosemite** – 11/29/2022 Exterior Sanitation. 11/30/2022 – Sent letter 12/5/2022 – Sent final letter.
 - **1/5/2023** – Filed Charges.





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

MEMORANDUM

To: Board of Aldermen

From: Stephen Glorioso, Director of Parks and Recreation

Re: Baseball

Section: Consent Agenda

Meeting Date: September 19th, 2023

A handwritten signature in black ink, consisting of a large, stylized 'S' followed by a vertical line and a loop.

I respectfully request you approve the attached Facility Use Agreement for Ocean Springs Baseball Organization, for the use of Highway 57 Sports Complex.

Thank you in advance for your consideration in this matter.

CITY OF OCEAN SPRINGS PARKS & RECREATION FACILITY USE AGREEMENT

This Agreement, made the 9th day of September, 2023 by and between the City of Ocean Springs, Mississippi, a municipal corporation, hereinafter called "City" and Ocean Springs Baseball Organization, here in after called "User".

WITNESSETH:

In consideration of mutual agreements contained herein, the parties hereto agree as follows:

1. The User shall operate its youth sports program at the location described in Exhibit "A", hereinafter called "Facilities", beginning **September 10, 2023** through **December 31, 2023**. During this time period the City may reserve designated dates for special programs, events, and/or maintenance under the jurisdiction of the Parks & Recreation Department. The User may exercise certain storage and access rights during the non-use period, with written approval from the City's Parks & Recreation Director, hereinafter called "Director" or his/her designee.
2. The User shall affirm its existence as a non-profit corporation (if applicable), as evidenced by a certificate of existence issued by the Secretary of State of Mississippi pursuant to Section 79-11-121, Miss Code of 1972, as amended, a copy of which certificate has been given to the Director or his/her designee.
3. The User shall operate its youth sports program in accordance with its bylaws, policies and procedures, rules and regulations, all of which have heretofore been provided to the Director or his/her designee for approval or modification. If any changes in its governing methods are desired, the Users shall submit said proposed changes to the Director or his/her designee for approval. User will conduct registration for its sports programs at the Parks & Recreation Administrative Offices during a mutually designated and agreed upon time period by Director and User.
4. If requested, the User shall provide the Director a copy of all rosters, registration forms, and schedules including tournaments or other events. Participant information shall include but not be limited to the name, address, and phone number. If requested, the User shall provide a copy the name, address, and telephone numbers of all officials representing and acting on the behalf of the User during this agreement period. All applicants to serve in a coaching capacity shall have a criminal background check. The City will reserve the right to exclude any individual the privilege of coaching when there is a documented record of criminal or illegal activity in which the City deems to pose a potential threat or harm to the safety and well -being of the program's participants. The City shall also have the right to deny the privilege of coaching if an individual has been documented as previously engaging in negative, confrontational behavior or behavior which is detrimental to the participants and purpose of the league.
5. It shall be the responsibility of the City to maintain all fields and playing surfaces. The User shall inspect and approve the condition of the Facilities before commencing play or allowing participant access. The User shall not attempt to perform any maintenance of fields or playing surfaces. User

CITY OF OCEAN SPRINGS PARKS & RECREATION FACILITY USE AGREEMENT

shall not be allowed to attempt to drain, dry, or cut playing surfaces, or a field unless approved by the City and a representative of the city is present to supervise any such activity. In reference to baseball fields, the User shall perform minimal maintenance (if necessary) after each game by raking and tamping the pitcher's mound and home plate to prevent holes from being dug near the mound and home plate. User shall be responsible for picking up misplaced litter and placing it in trash cans. Erection by the User of any sign or banner shall require the prior written approval of the Director of his/her designee.

In the event the City's Director determines the field is damaged by the sports activities of User, the User shall pay sufficient funds, as determined by the City's Director, for proper field restoration and maintenance.

6. In the event of inclement weather, the director or his designee has vested authority to make any game determination for the safety of participants and preservation of the Facility.
7. The User shall make no permanent physical improvements to the facilities without first obtaining the Director's or his/her designee's written consent. Any physical improvements made by the User shall be in compliance with all municipal building, plumbing, gas and electrical codes and shall become the property of the City. The User will also be responsible for providing any locks on the facilities they desire during their season providing the Recreation department with a copy of the key or combination code so we can access the facilities as needed.
8. The User shall provide all equipment, uniforms, and personnel necessary to operate its program.
9. All revenue received by the User shall be used solely for the use and benefit of operating youth sports programs or making approved improvements of a facility in City parks. If the User desires at any time to collect admission fees, written approval from the Director or his/her designee shall be requested. At the Director's request, the User will furnish an updated financial statement at the beginning of the Agreement period, and again at the end of the Agreement period. The User's bookkeeping records will be accessible to the director at all times and be subject to audit by the City at any time.
- 10. The User will be responsible for collecting Participant Fees in the amount of \$5.00 (Five US Dollars) per participant registered. This fee shall be paid directly to the Parks & Recreation Department prior to the start of the 1st Game Day. Also if this being an Adult League the User will also be responsible for paying the fee for Security to be provided at all games held at the Ocean Springs Sports Complex.**
11. If applicable, the User shall submit to the Director or his/her designee the name of an individual to act as Certification Officer for its youth sports program, who shall conduct certification clinics on an as needed basis and shall be responsible for having at least one certified person per team on the field at all practices and games. The Certification Officer shall maintain proof of certification of all active coaches and game officials and provide a list of all certified coaches and game officials to the director or his/her designee prior to the start of activities of the User. All Coaches and officials used by User shall be 18 years of age and be insured.

**CITY OF OCEAN SPRINGS
PARKS & RECREATION
FACILITY USE AGREEMENT**

12. The User shall use the Facilities in a safe manner, shall not cause or permit damage or injury thereto, and shall comply with all applicable Federal, State, local laws, rules, regulations, policies and procedures. The User shall be responsible for informing its coaches, officers and other personnel of these laws, rules, regulations, policies and procedures. Absent written consent of the City, the Facilities shall not be used for any purpose except those herein designated.
13. The Facilities shall remain the property of the City; therefore, the City may enter the facilities at any time during the period of this Agreement for inspection or supervision deemed necessary by the City. The City shall provide regular maintenance on Facilities such as concession stands, press boxes, dugouts, restrooms, irrigation systems, fencing, lighting system, backstops, bleachers, and trash pick-up at designated areas on a regular basis if applicable. The User shall provide daily routine cleaning of the area and ensure the proper placement of trash into designated areas/receptacles.
14. The User shall report all vandalism to the Director or his/her designee immediately upon its discovery. Thereafter, the User shall submit a written report of such vandalism. The User shall report any altercations, conflicts, or disputes which may arise between parents, players, officials, coaches, or representatives of the User.
15. The User shall provide the Director or his/her designee with a certificate of insurance evidencing comprehensive liability coverage naming the City of Ocean Springs as co-insured in combined limits not less than \$1,000,000 for bodily injury and property damage. The User expressly releases the City, its agents, officers and employees from any and all damage or injury to persons or property arising out of the performance of this Agreement and indemnifies the City against all damages, liabilities, expenses and losses incurred by the City as a result of the User's performance under this Agreement.
16. The Director or his/her designee shall serve as the liaison between the City and the User and, as such, shall interpret the requirements set forth in this Agreement and insure compliance therewith.
17. This Agreement may be terminated by either party upon giving thirty (30) days written notice to the other party. Notwithstanding termination by election of parties, the User's violation of any term or condition of this Agreement shall place it in default, thereby allowing the City to terminate this Agreement immediately.
18. Failure of the City to insist upon strict performance of any term or condition of this Agreement shall not be deemed a waiver of any subsequent breach of such term or condition.
19. The User is in all respects an independent entity, not being a part of the City or associated therewith, except as a party to this Agreement.
20. Nothing contained herein shall be construed to be a waiver of governmental immunity by the City, its officers and employees.

**CITY OF OCEAN SPRINGS
PARKS & RECREATION
FACILITY USE AGREEMENT**

21. The User shall not assign or sublease, in whole or in part, any right or responsibility set forth herein and any facility outlined in this Agreement, with the exception of the operation of concessions. The User must receive the Director's or his/her designee's written consent prior to entering into any concession agreement with a Third party. Any Agreement that will assign or sublease the sale of concessions must be in writing and must be approved by the Director or his/her designee prior to taking effect. No alcoholic beverages will be sold or consumed at the Facility or in public spaces near the Facility by the User, participants, or any third party affiliate.
22. The User shall, at the end of this Agreement, provide the Director or his designee with a complete financial statement outlining the income and expenses of the User and any expenditure solely for the improvement of the Facilities covered by this Agreement.
23. The User shall comply with the Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to that title, to the end that, in accordance with Title VI of the act and regulation, no person in the United States shall, on grounds of race, color, age, sex, religion, handicap, or national origin, be excluded from participation as a result of any use or activity by the User at the stated Facility.
24. All City parks and facilities are alcohol and tobacco free.
25. Notices required or permitted to be sent to the parties hereof shall be deemed to have given when sent as follows:

City:

Stephen Glorioso, Director
Parks & Recreation Department
City of Ocean Springs
400 Alice Street
Ocean Springs, MS 39564

User:

NAME, TITLE: Christopher Skrmetti – President of OSBO

ORGANIZATION: Ocean Springs Baseball Organization

ADDRESS: 6007 Washington Ave.

CITY, ST, ZIP Ocean Springs, MS 39564

CONTACT # 228-334-2451

Page 243 of 301

CITY OF OCEAN SPRINGS PARKS & RECREATION FACILITY USE AGREEMENT

Facilities Requested (Be specific)

- OSBO request the use of ALL BB1-5 fields at Hwy 57 Monday thru Thursday starting Sept. 11 – ~~Dec. 31, 2023~~. December 1, 2023 *DD*.
- OSBO request use of ALL Pine St fields North & South Monday thru Sunday during the period of Sept. 11 – ~~Dec. 31, 2023~~. December 1, 2023 *DD*.
- OSBO request use of Clay-Boyd –Large field Saturday Morning 9am – Noon during the period of Sept. 11 – ~~Dec. 31, 2023~~. December 1, 2023 *DD*.
- OSBO request use of Clay-Boyd Small Field Monday thru Sunday during the period of Sept. 11 – ~~Dec. 31, 2023~~. Dec 1, 2023 based on availability *DD*.
- OSBO request use of Alice St. East & West fields during the period of Sept 11 – ~~Dec. 31, 2023~~, based on availability granted by OSPR Director. Dec. 1, 2023 *DD*.



OCEAN SPRINGS

M I S S I S S I P P I

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

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



228.875.4236 | www.oceansprings-ms.gov

MEMORANDUM

To: Board of Aldermen

From: Stephen Glorioso, Director of Parks and Recreation

Re: Ocean Springs Girls Softball

Section: Consent Agenda

Meeting Date: September 19, 2023

I respectfully request you approve the attached Facility Use Agreement for Ocean Springs Girls Softball, for the use of Highway 57 Sports Complex.

Thank you in advance for your consideration in this matter.

Sgloriosos (@
oceansprings-ms.gov

**CITY OF OCEAN SPRINGS
PARKS & RECREATION
FACILITY USE AGREEMENT**

This Agreement, made the 12 day of September, 2023 by and between the City of Ocean Springs, Mississippi, a municipal corporation, hereinafter called "City" and Ashley Griffin, hereinafter called "User".

WITNESSETH:

In consideration of mutual agreements contained herein, the parties hereto agree as follows:

1. The User shall operate its youth sports program at the location described in Exhibit "A", hereinafter called "Facilities", beginning September 12 through November 20. During this time period the City may reserve designated dates for special programs, events, and/or maintenance under the jurisdiction of the Parks & Recreation Department. The User may exercise certain storage and access rights during the non-use period, with written approval from the City's Parks & Recreation Director, hereinafter called "Director" or his/her designee.
2. The User shall affirm its existence as a non-profit corporation (if applicable), as evidenced by a certificate of existence issued by the Secretary of State of Mississippi pursuant to Section 79-11-121, Miss Code of 1972, as amended, a copy of which certificate has been given to the Director or his/her designee.
3. The User shall operate its youth sports program in accordance with its bylaws, policies and procedures, rules and regulations, all of which have heretofore been provided to the Director or his/her designee for approval or modification. If any changes in its governing methods are desired, the Users shall submit said proposed changes to the Director or his/her designee for approval. User will conduct registration for its sports programs at the Parks & Recreation Administrative Offices during a mutually designated and agreed upon time period by Director and User.
4. If requested, the User shall provide the Director a copy of all rosters, registration forms, and schedules including tournaments or other events. Participant information shall include but not be limited to the name, address, and phone number. If requested, the User shall provide a copy the name, address, and telephone numbers of all officials representing and acting on the behalf of the User during this agreement period. All applicants to serve in a coaching capacity shall have a criminal background check. The City will reserve the right to exclude any individual the privilege of coaching when there is a documented record of criminal or illegal activity in which the City deems to pose a potential threat or harm to the safety and well -being of the programs participants. The City shall also have the right to deny the privilege of coaching if an individual has been documented as previously engaging in negative, confrontational behavior or behavior which is detrimental to the participants and purpose of the league.
5. It shall be the responsibility of the City to maintain all fields and playing surfaces. The User shall inspect and approve the condition of the Facilities before commencing play or allowing participant

AMENDED 6/19/19

1 | Page

Ashley Griffin

CITY OF OCEAN SPRINGS PARKS & RECREATION FACILITY USE AGREEMENT

access. The User shall not attempt to perform any maintenance of fields or playing surfaces. User shall not be allowed to attempt to drain, dry, or cut playing surfaces, or a field unless approved by the City and a representative of the city is present to supervise any such activity. In reference to baseball fields, the User shall perform minimal maintenance (if necessary) after each game by raking and tamping the pitcher's mound and home plate to prevent holes from being dug near the mound and home plate. User shall be responsible for picking up misplaced litter and placing it in trash cans. Erection by the User of any sign or banner shall require the prior written approval of the Director of his/her designee.

In the event the City's Director determines the field is damaged by the sports activities of User, the User shall pay sufficient funds, as determined by the City's Director, for proper field restoration and maintenance.

6. In the event of inclement weather, the director or his designee has vested authority to make any game determination for the safety of participants and preservation of the Facility.
7. The User shall make no permanent physical improvements to the facilities without first obtaining the Director's or his/her designee's written consent. Any physical improvements made by the User shall be in compliance with all municipal building, plumbing, gas and electrical codes and shall become the property of the City. The User will also be responsible for providing any locks on the facilities they desire during their season providing the Recreation department with a copy of the key or combination code so we can access the facilities as needed.
8. The User shall provide all equipment, uniforms, and personnel necessary to operate its program.
9. All revenue received by the User shall be used solely for the use and benefit of operating youth sports programs or making approved improvements of a facility in City parks. If the User desires at any time to collect admission fees, written approval from the Director or his/her designee shall be requested. At the Director's request, the User will furnish an updated financial statement at the beginning of the Agreement period, and again at the end of the Agreement period. The User's bookkeeping records will be accessible to the director at all times and be subject to audit by the City at any time.
- 10. The User will be responsible for collecting Participant Fees in the amount of \$5.00 (Five US Dollars) per participant registered. This fee shall be paid directly to the Parks & Recreation Department prior to the start of the 1st Game Day. Also if this being an Adult League the User will also be responsible for paying the fee for Security to be provided at all games held at the Ocean Springs Sports Complex.**
11. If applicable, the User shall submit to the Director or his/her designee the name of an individual to act as Certification Officer for its youth sports program, who shall conduct certification clinics on an as needed basis and shall be responsible for having at least one certified person per team on the field at all practices and games. The Certification Officer shall maintain proof of certification of all active coaches and game officials and provide a list of all certified coaches and game officials

**CITY OF OCEAN SPRINGS
PARKS & RECREATION
FACILITY USE AGREEMENT**

to the director or his/her designee prior to the start of activities of the User. All Coaches and officials used by User shall be 18 years of age and be insured.

12. The User shall use the Facilities in a safe manner, shall not cause or permit damage or injury thereto, and shall comply with all applicable Federal, State, local laws, rules, regulations, policies and procedures. The User shall be responsible for informing its coaches, officers and other personnel of these laws, rules, regulations, policies and procedures. Absent written consent of the City, the Facilities shall not be used for any purpose except those herein designated.
13. The Facilities shall remain the property of the City; therefore, the City may enter the facilities at any time during the period of this Agreement for inspection or supervision deemed necessary by the City. The City shall provide regular maintenance on Facilities such as concession stands, press boxes, dugouts, restrooms, irrigation systems, fencing, lighting system, backstops, bleachers, and trash pick-up at designated areas on a regular basis if applicable. The User shall provide daily routine cleaning of the area and ensure the proper placement of trash into designated areas/receptacles.
14. The User shall report all vandalism to the Director or his/her designee immediately upon its discovery. Thereafter, the User shall submit a written report of such vandalism. The User shall report any altercations, conflicts, or disputes which may arise between parents, players, officials, coaches, or representatives of the User.
15. The User shall provide the Director or his/her designee with a certificate of insurance evidencing comprehensive liability coverage naming the City of Ocean Springs as co-insured in combined limits not less than \$1,000,000 for bodily injury and property damage. The User expressly releases the City, its agents, officers and employees from any and all damage or injury to persons or property arising out of the performance of this Agreement and indemnifies the City against all damages, liabilities, expenses and losses incurred by the City as a result of the User's performance under this Agreement.
16. The Director or his/her designee shall serve as the liaison between the City and the User and, as such, shall interpret the requirements set forth in this Agreement and insure compliance therewith.
17. This Agreement may be terminated by either party upon giving thirty (30) days written notice to the other party. Notwithstanding termination by election of parties, the User's violation of any term or condition of this Agreement shall place it in default, thereby allowing the City to terminate this Agreement immediately.
18. Failure of the City to insist upon strict performance of any term or condition of this Agreement shall not be deemed a waiver of any subsequent breach of such term or condition.
19. The User is in all respects an independent entity, not being a part of the City or associated therewith, except as a party to this Agreement.

**CITY OF OCEAN SPRINGS
PARKS & RECREATION
FACILITY USE AGREEMENT**

25. This Agreement is executed by each party hereto after being duly authorized to do so.

CITY OF OCEAN SPRINGS, MISSISSIPPI

BY: _____

Stephen Glorioso, OSPR Director

ORGANIZATION NAME: Ocean Springs Girls Softball

BY: Ashley Griffin, President
CONTACT NAME, TITLE

EXHIBIT A

*Operational Dates: (Please list date range, days, and time frames for all activities)

Beginning September 12, 2023 Ending November 20, 2023

Monday 5p to 10p

Tuesday 5p to 10p

Wednesday 5p to 10p

Thursday 5p to 10p

Friday _____ to _____

Saturday _____ to _____

Sunday _____ to _____

*Girls Softball
Complex*

Facilities Requested (Be specific) Sports complex Hwy 57 SB F1-4

AMENDED 6/19/19

X Ashley Griffin
9.12.23

5 | Page

**CITY OF OCEAN SPRINGS
PARKS & RECREATION
FACILITY USE AGREEMENT**

20. Nothing contained herein shall be construed to be a waiver of governmental immunity by the City, its officers and employees.
21. The User shall not assign or sublease, in whole or in part, any right or responsibility set forth herein and any facility outlined in this Agreement, with the exception of the operation of concessions. The User must receive the Director's or his/her designee's written consent prior to entering into any concession agreement with a Third party. Any Agreement that will assign or sublease the sale of concessions must be in writing and must be approved by the Director or his/her designee prior to taking effect. No alcoholic beverages will be sold or consumed at the Facility or in public spaces near the Facility by the User, participants, or any third party affiliate.
22. The User shall, at the end of this Agreement, provide the Director or his designee with a complete financial statement outlining the income and expenses of the User and any expenditure solely for the improvement of the Facilities covered by this Agreement.
23. The User shall comply with the Title VI of the Civil Rights Act of 1964 (P.L 88-352) and all requirements imposed by or pursuant to that title, to the end that, in accordance with Title VI of the act and regulation, no person in the United States shall, on grounds of race, color, age, sex, religion, handicap, or national origin, be excluded from participation as a result of any use or activity by the User at the stated Facility.
24. Notices required or permitted to be sent to the parties hereof shall be deemed to have given when sent as follows:

City:

Stephen Glorioso, Director
Parks & Recreation Department
City of Ocean Springs
400 Alice Street
Ocean Springs, MS 39564

User:

NAME, TITLE _Ashley Griffin,President_____

ORGANIZATION__OSGS_____

ADDRESS__PO Box 337_____

CITY, ST, ZIP__Ocean Springs, Ms. 39564

CONTACT #__662-207-9229_____

X Ashley Griff

9.12.23



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/06/2022

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 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).

PRODUCER SADLER & COMPANY, INC. P.O. BOX 5866 COLUMBIA, SOUTH CAROLINA 29250-5866	CONTACT NAME: Sports Dept PHONE (A/C, No, Ext): 800-622-7370 FAX (A/C, No): 803-258-4017 E-MAIL ADDRESS: amateur@sadlersports.com PRODUCER CUSTOMER ID#:										
INSURED Ocean Springs Softball Organization 4515 ms-57 Ocean Springs, MS 39564 Application ID: 373140 A Member of the Sports, Leisure & Entertainment RPG	<table border="1"> <tr> <th data-bbox="779 357 1250 388">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1250 357 1346 388">NAIC #</th> </tr> <tr> <td data-bbox="779 388 1250 409">INSURER A: NATIONWIDE INSURANCE COMPANY</td> <td data-bbox="1250 388 1346 409">23757</td> </tr> <tr> <td data-bbox="779 409 1250 430">INSURER B:</td> <td data-bbox="1250 409 1346 430"></td> </tr> <tr> <td data-bbox="779 430 1250 451">INSURER C:</td> <td data-bbox="1250 430 1346 451"></td> </tr> <tr> <td data-bbox="779 451 1250 472">INSURER D:</td> <td data-bbox="1250 451 1346 472"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: NATIONWIDE INSURANCE COMPANY	23757	INSURER B:		INSURER C:		INSURER D:	
INSURER(S) AFFORDING COVERAGE	NAIC #										
INSURER A: NATIONWIDE INSURANCE COMPANY	23757										
INSURER B:											
INSURER C:											
INSURER D:											

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.		

INSD LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☐ _____ ☐ _____ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC	X		6B RPG0000007788000	01:49:00 PM ET 02/03/2023	12:01AM ET 02/03/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO PREMISES RENTED TO YOU (Fire Legal Liability) \$1,000,000 MEDICAL EXPENSES (other than participants) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE (other than Products-completed Operations) \$5,000,000 PRODUCTS-COMP CP AGG \$1,000,000 LEGAL LIAB TO PARTICIPANTS \$1,000,000 PROFESSIONAL LIABILITY \$1,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS (not provided while in Hawaii) ☒ NON- OWNED AUTOS (not provided while in Hawaii)			6B RPG0000007788000	01:49:00 PM ET 02/03/2023	12:01AM ET 02/03/2024	COMBINED SINGLE LIMIT (Ea Accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DEDUCTIBLE ☐ RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			☐ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	MEDICAL PAYMENTS TO PARTICIPANTS			6B RPG0000007788000	01:49:00 PM ET 02/03/2023	12:01AM ET 02/03/2024	EXCESS MEDICAL \$25,000 AD&D DEDUCTIBLE \$100

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: COVERED SPORTS Softball 12 & Under, Softball 13-15,

The certificate holder is added as an additional insured, but only with respect to the liability arising out of the operations of the insured above.

High Brain Injury Sports - For Deck/ Floor/ Field/ Street Hockey, Roller Hockey (quad), Cheerleading (age 19 & under); Lacrosse (age 19 & under); Tackle and contact football (age 19 & under); Soccer (age 19 & under); Water Hockey (age 19 & under); Wrestling (age 19 & under); and Umpire/ Referee Associations for the above High Risk Concussion Sports. Limited Coverage for "Brain Injury" endorsement applies- Brain Injury Limit: \$1,000,000 occurrence/ \$1,000,000 aggregate; Brain Injury Loss Adjustment Expense Limit: \$1,000,000 occurrence/ \$1,000,000 aggregate. "Brain Injury" means concussion, chronic traumatic encephalopathy, or any other injury to the brain and any symptoms, conditions, disorders and diseases, including death, resulting therefrom but only if such injury occurs as a result of specific events occurring during the policy period.

CERTIFICATE HOLDER RELATIONSHIP: Property Owner/ Lessor Ocean springs girls softball Hwy 57 4604 Riley Rd Ocean springs , MS 39564	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. AUTHORIZED REPRESENTATIVE 
--	--

Coverage is only extended to U.S. events and activities

** NOTICE TO TEXAS INSURED: The insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas.

ACORD 25 (2014/01)

© 1988-2014 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD



Expense Approval Report

By Vendor Name

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: 032631 - ACTIVE INTERNET TECHNOLOGIES LLC					
ACTIVE INTERNET TECHNOLOG..	INV058073	09/19/2023	MASS NOTIFICATION SYSTEM 9/1/23 - 8/31/24	001-550-602-0000	852.00
Vendor 032631 - ACTIVE INTERNET TECHNOLOGIES LLC Total:					852.00
Vendor: 02495 - ALICE WILLIAMS					
ALICE WILLIAMS	INV0021347	09/19/2023	REFUND FOR SUMMER CAMP TUITION CHARGED IN ERROR	001-001-316-0001	75.00
Vendor 02495 - ALICE WILLIAMS Total:					75.00
Vendor: 02609 - ALLEYKAT CERAMICS, LLC.					
ALLEYKAT CERAMICS, LLC.	14400	09/19/2023	Altra	001-550-540-0542	39.85
ALLEYKAT CERAMICS, LLC.	14400	09/19/2023	Cinco Rojo clay	001-550-540-0542	161.00
ALLEYKAT CERAMICS, LLC.	14400	09/19/2023	Cobalt carb	001-550-540-0542	268.19
ALLEYKAT CERAMICS, LLC.	14400	09/19/2023	Copper carts	001-550-540-0542	62.43
Vendor 02609 - ALLEYKAT CERAMICS, LLC. Total:					531.47
Vendor: 05962 - ARISTA INFORMATION SYSTEMS, INC					
ARISTA INFORMATION SYSTE...	INV-AID-0008191	09/19/2023	WATER BILL PDF	401-710-606-0000	135.63
ARISTA INFORMATION SYSTE...	INV-AID-0008191	09/19/2023	WATER BILL PRINTING	401-710-606-0000	1,027.56
ARISTA INFORMATION SYSTE...	INV-AID-0008191	09/19/2023	WATER BILL POSTAGE	401-710-606-0000	3,729.71
Vendor 05962 - ARISTA INFORMATION SYSTEMS, INC Total:					4,892.90
Vendor: 05742 - AT&T					
AT&T	INV0021130	09/19/2023	SPECIAL ASSEMBLY FOR POLICE DEPT 662 M71-4327 001	001-200-612-0000	204.00
Vendor 05742 - AT&T Total:					204.00
Vendor: 06158 - AUTOZONE PARTS, INC					
AUTOZONE PARTS, INC	0216339375	09/19/2023	861223 31P-B Duralast Prpr Genarator @LS 88 Sewer	401-751-571-0000	159.99
AUTOZONE PARTS, INC	0216339375	09/19/2023	53433 65-DLG Duralast Gold Drain #34/ Street #16	401-751-571-0000	305.98
Vendor 06158 - AUTOZONE PARTS, INC Total:					465.97
Vendor: 01224 - BAILEY LUMBER AND SUPPLY CO					
BAILEY LUMBER AND SUPPLY ...	3361666	09/19/2023	Repair parts and supplies	001-550-563-0000	20.00
BAILEY LUMBER AND SUPPLY ...	3369805	09/19/2023	LUMBER FOR SHELIVING	001-120-630-0000	44.72
BAILEY LUMBER AND SUPPLY ...	3373811	09/19/2023	LUMBER FOR SHELIVING	001-120-630-0000	69.23
BAILEY LUMBER AND SUPPLY ...	3378316	09/19/2023	LUMBER FOR SHELIVING	001-120-630-0000	89.44
BAILEY LUMBER AND SUPPLY ...	3381308	09/19/2023	LUMBER FOR SHELIVING	001-120-630-0000	140.30
BAILEY LUMBER AND SUPPLY ...	3385379	09/19/2023	LUMBER FOR SHELIVING	001-120-630-0000	47.79
BAILEY LUMBER AND SUPPLY ...	3387566	09/19/2023	SHELVES FOR SARAH H OFFICE	001-120-630-0000	29.60
BAILEY LUMBER AND SUPPLY ...	3396325	09/19/2023	TY2416G SYP 2X4X16 #2 GROUND CONTACT TREATED	401-751-923-0908	36.68
BAILEY LUMBER AND SUPPLY ...	3396325	09/19/2023	TY4408G SYP 4X4X8 GROUND CONTACT TREATED	401-751-923-0908	130.20
BAILEY LUMBER AND SUPPLY ...	3396325	09/19/2023	NHN179192 NH STEEL STRAP HINGE BLACK	401-751-923-0908	25.98
BAILEY LUMBER AND SUPPLY ...	3396325	09/19/2023	TY408G SYP 6X6X8 GROUND CONTACT TREATED	401-751-923-0908	23.79
BAILEY LUMBER AND SUPPLY ...	3396325	09/19/2023	PKM01481 PAKMIX 01481 CONCRETE MIX 60LB	401-751-923-0908	51.70
BAILEY LUMBER AND SUPPLY ...	3396325	09/19/2023	PALCUCRT PALLET CUSTOM CREEK RETURN	401-751-923-0908	14.25
BAILEY LUMBER AND SUPPLY ...	3401849	09/19/2023	TY461G SYP 4X6X12 GROUND CONTACT TREATED	401-751-923-0908	23.88
BAILEY LUMBER AND SUPPLY ...	3415302	09/19/2023	TY2416G SYP 2X4X16 #2 GROUND CONTACT TREATED	001-352-906-0000	55.02

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
BAILEY LUMBER AND SUPPLY ...	3415302	09/19/2023	TY2410G SYP 2X4X10 #2 GROUND CONTACT TREATED	001-352-906-0000	23.76
BAILEY LUMBER AND SUPPLY ...	3415302	09/19/2023	TY6612G SYP 6X6X12 #2 GROUND CONTACT TREATED	001-352-906-0000	77.22
BAILEY LUMBER AND SUPPLY ...	3418160	09/19/2023	NHN179192 NATIONAL HARDWARE STEEL STRAP HINGE BLCK	001-352-906-0000	103.92
BAILEY LUMBER AND SUPPLY ...	3421079	09/19/2023	TY4416G SYP 2X4X16 #2 GROUND CONTACT TREATED	401-751-923-0908	128.38
BAILEY LUMBER AND SUPPLY ...	3421079	09/19/2023	GRLP3STGDBK GRIP-RITE 9X3" EXT SCREW STAR DR 25LB	401-751-923-0908	98.27
BAILEY LUMBER AND SUPPLY ...	3421079	09/19/2023	PA650361 PASLODE 2"X113" 6D 30D FRAMIMG NAIL 2M BX	401-751-923-0908	90.60
BAILEY LUMBER AND SUPPLY ...	3421079	09/19/2023	NHN179192 NATIONAL HARDWARE STEEL STRAP HINGE BLCK	401-751-923-0908	85.46
BAILEY LUMBER AND SUPPLY ...	3421079	09/19/2023	TY2410G SYP 2X4X10 #2 GROUND CONTACT TREATED	401-751-923-0908	35.64
BAILEY LUMBER AND SUPPLY ...	3421079	09/19/2023	TY1606F SYP 1X6X6 #2 TREATED FENCE	401-751-923-0908	331.15
BAILEY LUMBER AND SUPPLY ...	3421189	09/19/2023	SAW BLADES 12"	401-751-923-0908	47.44
BAILEY LUMBER AND SUPPLY ...	3421189	09/19/2023	SAW BLADES 9"	401-751-923-0908	43.98
BAILEY LUMBER AND SUPPLY ...	3429655	09/19/2023	TY4408G SYP 4X4X8 #2 GROUND CONTACT TREATED	401-751-923-0908	26.10
BAILEY LUMBER AND SUPPLY ...	3425682	09/19/2023	SYP 2X6X10 #2 GROUND CONTACT TREATED 4/10	001-140-643-0000	34.04
BAILEY LUMBER AND SUPPLY ...	3425682	09/19/2023	SYP 2X6X8 #2 GROUND CONTACT TREATED 7/8	001-140-643-0000	42.28
BAILEY LUMBER AND SUPPLY ...	3425682	09/19/2023	SYP 4X6X16 #2 GROUND CONTRACT TREATED 5/16	001-140-643-0000	150.80
BAILEY LUMBER AND SUPPLY ...	3425682	09/19/2023	SYP 23/32X4X8	001-140-643-0000	163.32
BAILEY LUMBER AND SUPPLY ...	3425682	09/19/2023	SYP 2X8X10 #2 GROUND CONTACT TREATED 3/10	001-140-643-0000	32.10
BAILEY LUMBER AND SUPPLY ...	3425685	09/19/2023	3-TAB SHINGLE WEATHERED GRAY 3/SQ	001-140-643-0000	47.92
BAILEY LUMBER AND SUPPLY ...	3425685	09/19/2023	GALVANIZED EAVE DRIP WHITE	001-140-643-0000	187.90
BAILEY LUMBER AND SUPPLY ...	CM0000291	09/14/2023	SYP 2X12X16 #2 GROUND CONTACT TREATED 100/16	001-140-643-0000	-649.12
BAILEY LUMBER AND SUPPLY ...	3405009	09/19/2023	TY2416G SYP 2X4X16 #2 GROUND CONTACT TREATED	401-751-923-0908	183.40
BAILEY LUMBER AND SUPPLY ...	3405009	09/19/2023	PA650383 PASLODE 650383 2 3/8" X DEGREE HOT DIPPED	401-751-923-0908	102.57
BAILEY LUMBER AND SUPPLY ...	3405009	09/19/2023	TY1606F SYP 1X6X6 #2 TREATED FENCE 180/6	401-751-923-0908	429.60
Vendor 01224 - BAILEY LUMBER AND SUPPLY CO Total:					2,619.31
Vendor: 04289 - BOBBY TYSON'S TIRE & AUTOMOTIVE					
BOBBY TYSON'S TIRE & AUTO...	357384	09/19/2023	Repair to #11 F250	001-352-630-0000	1,316.06
BOBBY TYSON'S TIRE & AUTO...	357545	09/19/2023	Diagnose/Repair Truck #4 F250 Water	401-750-630-0000	1,250.60
Vendor 04289 - BOBBY TYSON'S TIRE & AUTOMOTIVE Total:					2,566.66
Vendor: 02480 - BONNER ANALYTICAL TESTING CO , INC.					
BONNER ANALYTICAL TESTING...	80895	09/19/2023	Water sample testing Oct 2022 - Sept 2023	401-750-630-0000	57.82
Vendor 02480 - BONNER ANALYTICAL TESTING CO , INC. Total:					57.82
Vendor: 04540 - BROWN, MITCHELL & ALEXANDER, INC					
BROWN, MITCHELL & ALEXA...	25300	09/19/2023	GENERAL ENGINEERING AUG 2023	001-120-600-0612	993.50
BROWN, MITCHELL & ALEXA...	25301	09/19/2023	GAY LEMON PARK IMPROVEMENTS THROUGH 8/31/23	318-330-600-0600	375.00
Vendor 04540 - BROWN, MITCHELL & ALEXANDER, INC Total:					1,368.50

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: 03204 - C SPIRE WIRELESS					
C SPIRE WIRELESS	INV0021134	09/19/2023	ROCKET MODEMS / WIFI CARDS / HOTSPOTS	001-200-611-0000	1,275.76
Vendor 03204 - C SPIRE WIRELESS Total:					1,275.76
Vendor: 01471 - CENTER FOR GOVERNMENT AND COMMUNITY DEVELOPMENT					
CENTER FOR GOVERNMENT A...	INV0021136	09/19/2023	FALL MUNICIPAL CLERK - PATTY GASTON	001-140-605-0607	175.00
CENTER FOR GOVERNMENT A...	INV0021137	09/19/2023	FALL MUNICIPAL CLERK - KELLY RIFF	001-140-605-0607	175.00
CENTER FOR GOVERNMENT A...	INV0021140	09/19/2023	FALL MUNICIPAL CLERK - VICKY HUPE	001-140-605-0607	175.00
Vendor 01471 - CENTER FOR GOVERNMENT AND COMMUNITY DEVELOPMENT Total:					525.00
Vendor: 00083 - CENTER POINT ENERGY-ENTEX					
CENTER POINT ENERGY-ENTEX	INV0021141	09/19/2023	3068913-7 / 720 PINE DRIVE	401-751-625-0000	32.01
CENTER POINT ENERGY-ENTEX	INV0021142	09/19/2023	3049204-5 / 512 WASHINGTON AVE	001-194-625-0000	32.99
CENTER POINT ENERGY-ENTEX	INV0021145	09/19/2023	6400671651-4 / 611 MAGNOLIA AVE	551-551-625-0000	53.76
CENTER POINT ENERGY-ENTEX	INV0021146	09/19/2023	3049226-8 / 1018 PORTER AVE	001-140-625-0000	32.01
CENTER POINT ENERGY-ENTEX	INV0021148	09/19/2023	3137039-8 / 2830 GOV'T STREET	001-260-625-0000	41.89
CENTER POINT ENERGY-ENTEX	INV0021149	09/19/2023	7984159-9 / 1018 PORTER AVE B	001-301-625-0000	32.01
CENTER POINT ENERGY-ENTEX	INV0021150	09/19/2023	6400671650-6 / 710 MAGNOLIA AVE	001-550-625-0000	32.01
CENTER POINT ENERGY-ENTEX	INV0021151	09/19/2023	7984165-6 / 405 HALSTEAD RD	001-301-625-0000	32.01
CENTER POINT ENERGY-ENTEX	INV0021153	09/19/2023	6400671646-4 / 1612 GOV'T ST (HEADSTART)	551-551-625-0000	113.02
CENTER POINT ENERGY-ENTEX	INV0021154	09/19/2023	7455154-0 / 1018 PORTER AVE A	001-140-625-0000	40.91
CENTER POINT ENERGY-ENTEX	INV0021155	09/19/2023	3086932-5 / 1226 BIENVILLE BLVD	001-260-625-0000	37.94
CENTER POINT ENERGY-ENTEX	INV0021156	09/19/2023	8394283-9 / 1600 GOV'T ST	001-196-625-0000	33.99
CENTER POINT ENERGY-ENTEX	INV0021157	09/19/2023	3074142-5 / 724 PINE DR	001-301-625-0000	48.82
CENTER POINT ENERGY-ENTEX	INV0021158	09/19/2023	6537669-1 / 503 DEWEY AVE GENERATOR	001-200-625-0000	32.01
CENTER POINT ENERGY-ENTEX	INV0021159	09/19/2023	9069605-5 / 3820 BIENVILLE BLVD	001-260-625-0000	62.66
CENTER POINT ENERGY-ENTEX	INV0021160	09/19/2023	9369075-8 / 3810 BIENVILLE BLVD	001-200-625-0000	95.25
CENTER POINT ENERGY-ENTEX	INV0021161	09/19/2023	3062130-4 / 1409 MIDDLE AVE	001-550-625-0000	32.01
CENTER POINT ENERGY-ENTEX	INV0021143	09/19/2023	3049209-4 / 516 WASHINGTON AVE	001-193-625-0000	32.01
CENTER POINT ENERGY-ENTEX	INV0021144	09/19/2023	6400415252-2 / 400 ALICE ST	001-550-625-0000	34.25
Vendor 00083 - CENTER POINT ENERGY-ENTEX Total:					851.56
Vendor: 00039 - CENTRAL PIPE SUPPLY, INC.					
CENTRAL PIPE SUPPLY, INC.	S100322709.004	09/19/2023	Ford brass male adapter 1-1/4 #C84-55-NL MIPTXCTS	401-751-571-0000	974.80
CENTRAL PIPE SUPPLY, INC.	S100344395.001	09/19/2023	PVC SDR-26 HEAVY WALL WYE 10" X 6" H3010-6	401-751-571-0000	989.72
CENTRAL PIPE SUPPLY, INC.	S100344395.001	09/19/2023	PVC G/J SDR-35 REPAIR COUPLING 6"	401-751-571-0000	182.22
CENTRAL PIPE SUPPLY, INC.	S100344395.001	09/19/2023	PVC S/W SDR-35 CAP 6" P1606	401-751-571-0000	206.80
CENTRAL PIPE SUPPLY, INC.	S100344395.001	09/19/2023	PVC S/W SDR-35 CAP 4" P1604	401-751-571-0000	158.40
Vendor 00039 - CENTRAL PIPE SUPPLY, INC. Total:					2,511.94
Vendor: 05654 - CHANCELLOR, INC.					
CHANCELLOR, INC.	030253631-02	09/19/2023	Sewer SQD QOU250	401-751-560-0000	86.49
CHANCELLOR, INC.	030253631-02	09/19/2023	Sewer SQD QOU330	401-751-560-0000	278.56
CHANCELLOR, INC.	030253692-03	09/19/2023	SQD QOU350 SQD SPECIAL	401-751-560-0000	557.12
CHANCELLOR, INC.	030256432.01	09/19/2023	1LB DUCT-SEAL WPR CMP	401-705-560-0000	29.79
CHANCELLOR, INC.	030256470-01	09/19/2023	INT K4021C 120V PHOTO CONTROL	001-301-563-0000	54.21

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CHANCELLOR, INC.	030256671-01	09/19/2023	TOP LT4T8B/850/14F/DE 4' T8 LED Ballast Lamp	001-301-560-0000	162.50
CHANCELLOR, INC.	030253631-03	09/19/2023	Sewer KLE JTH610E KLE SPECIAL	401-751-548-0000	59.50
CHANCELLOR, INC.	030256653-01	09/19/2023	SQD 9001KA1 30MM CONTACT BLOCK 1 N/O	001-301-566-0000	149.12
Vendor 05654 - CHANCELLOR, INC. Total:					1,377.29
Vendor: 00326 - CHEMSEARCH					
CHEMSEARCH	8328485	09/19/2023	Drain maintenance agreement Jan - Sept 2023	401-751-543-0000	2,563.74
CHEMSEARCH	8356110	09/19/2023	FUEL SURCHARGE	401-751-543-0000	9.95
CHEMSEARCH	8356110	09/19/2023	12065670 GLOVES, NITRILE DISP 8 MIL LIME XL1000/CS	401-751-543-0000	537.35
CHEMSEARCH	8377493	09/19/2023	FUEL SURCHARGE	001-301-543-0000	9.95
CHEMSEARCH	8377493	09/19/2023	12093593 CHEETAH PRO, 2 X 2.5 GL, US GEN	001-301-543-0000	4,049.00
CHEMSEARCH	8368666	09/19/2023	FUEL SURCHARGE	001-301-543-0000	9.95
CHEMSEARCH	8368666	09/19/2023	12093593 CHEETAH PRO, 2 X 2.5 GL, US GEN	001-301-543-0000	4,049.00
Vendor 00326 - CHEMSEARCH Total:					11,228.94
Vendor: 05687 - CHIP21, LLC					
CHIP21, LLC	5177	09/19/2023	Mayor's Youth Council tshirts	001-120-552-0000	465.00
CHIP21, LLC	5177	09/19/2023	MYC Polo Shirts - Embroiderd	001-120-552-0000	780.00
Vendor 05687 - CHIP21, LLC Total:					1,245.00
Vendor: 06156 - COAST ELEVATORS					
COAST ELEVATORS	23-3890	09/19/2023	ROUTINE MAINTENANCE PER CONTRACT FOR SEPT 2023	001-196-630-0000	277.54
Vendor 06156 - COAST ELEVATORS Total:					277.54
Vendor: 00618 - CONSOLIDATED PIPE & SUPPLY CO INC					
CONSOLIDATED PIPE & SUPPL...	3739034-002-000	09/19/2023	4" NEPTUNE ECODER REGISTER RH5G31	401-710-918-0000	375.00
CONSOLIDATED PIPE & SUPPL...	3739034-002-000	09/19/2023	6" NEPTUNE ECODER RH3G41	401-710-918-0000	250.00
Vendor 00618 - CONSOLIDATED PIPE & SUPPLY CO INC Total:					625.00
Vendor: 00025 - CONTROL SYSTEMS INC					
CONTROL SYSTEMS INC	625632	09/19/2023	DC-101-E 0715 Repair	401-751-571-0000	100.00
CONTROL SYSTEMS INC	625632	09/19/2023	DC-101-E 2119 Repair	401-751-571-0000	80.00
CONTROL SYSTEMS INC	625632	09/19/2023	DC-101-E 5018 Repair	401-751-571-0000	80.00
CONTROL SYSTEMS INC	625632	09/19/2023	DC-101-E 2517 Repair	401-751-571-0000	80.00
CONTROL SYSTEMS INC	625632	09/19/2023	DC-101-E 3413 Repair	401-751-571-0000	80.00
CONTROL SYSTEMS INC	62635	09/13/2023	DCTBe-101 Terminal Board	401-751-571-0000	1,728.00
CONTROL SYSTEMS INC	62636	09/19/2023	001-DVM-DR PHASE Monitor	401-751-571-0000	1,912.60
Vendor 00025 - CONTROL SYSTEMS INC Total:					4,060.60
Vendor: 06049 - CROCKER HEATING & AIR INC					
CROCKER HEATING & AIR INC	I-14688-1	09/19/2023	CONDENSER FAN MOTOR AMERICAN LEGION ROOM	551-551-630-0000	410.00
CROCKER HEATING & AIR INC	I-14726-1	09/19/2023	BLOWER MOTOR AND WHEEL - HEADSTART CLASSROOM 2	551-551-630-0000	560.00
CROCKER HEATING & AIR INC	I-14759-1	09/19/2023	712 PINE DR COMPRESSOR REPLACEMENT	001-300-630-0000	2,796.00
Vendor 06049 - CROCKER HEATING & AIR INC Total:					3,766.00
Vendor: 00259 - CSX TRANSPORTATION INC					
CSX TRANSPORTATION INC	9080404	09/19/2023	CONTRACT ENGINEERING FOR SEWER REPAIR NEAR TRACKS	401-751-923-0908	5,326.65
Vendor 00259 - CSX TRANSPORTATION INC Total:					5,326.65
Vendor: 02551 - DALE PARTNERS ARCHITECTS P.A.					
DALE PARTNERS ARCHITECTS P..	53493	09/19/2023	CHARRETTE, DESIGN AND DELIVERABLES	008-650-600-0600	3,000.00
DALE PARTNERS ARCHITECTS P..	53493	09/19/2023	FEASIBILITY REPORT	008-650-600-0600	5,596.50

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
DALE PARTNERS ARCHITECTS P..	53493	09/19/2023	CONVERGENCE STRATEGY GROUP ESRI DATA	008-650-600-0600	17.34
Vendor 02551 - DALE PARTNERS ARCHITECTS P.A. Total:					8,613.84
Vendor: 02744 - DENNIS WALKER					
DENNIS WALKER	INV0021165	09/19/2023	HISTORY TIMELINE AND FURNITURE REPAIRS AUG 2023	001-196-688-0000	153.00
Vendor 02744 - DENNIS WALKER Total:					153.00
Vendor: 030991 - DEVIN CARTER					
DEVIN CARTER	INV0021166	09/19/2023	BACKSTAGE PAINTING VIP AREA FURNITURE	001-196-688-0000	120.00
Vendor 030991 - DEVIN CARTER Total:					120.00
Vendor: 032651 - DEVIN SONNIER					
DEVIN SONNIER	INV0021167	09/19/2023	CDL LICENSE REIMBURSEMENT	401-751-605-0607	71.00
Vendor 032651 - DEVIN SONNIER Total:					71.00
Vendor: 02493 - E & M AUTO PARTS AND TOWING INC.					
E & M AUTO PARTS AND TOW...	15169	09/19/2023	Maintenance tow for police vehicles	001-200-630-0000	105.00
Vendor 02493 - E & M AUTO PARTS AND TOWING INC. Total:					105.00
Vendor: 04792 - E FIRE SOUTHERN, INC.					
E FIRE SOUTHERN, INC.	5146	09/19/2023	Fire alarm inspection	001-200-630-0000	400.00
Vendor 04792 - E FIRE SOUTHERN, INC. Total:					400.00
Vendor: 05394 - EAGLE ENERGY INC.					
EAGLE ENERGY INC.	40143	09/19/2023	Annual Fuel Delivery Service June-Sept 2023	001-301-525-0000	3,672.30
EAGLE ENERGY INC.	40143	09/19/2023	Annual Fuel Delivery Service June-Sept 2023	401-750-525-0000	2,448.20
Vendor 05394 - EAGLE ENERGY INC. Total:					6,120.50
Vendor: 04472 - EJ USA INC.					
EJ USA INC.	110230065349	09/19/2023	6224 pipe grate for 30" pipe	001-352-560-0000	861.38
Vendor 04472 - EJ USA INC. Total:					861.38
Vendor: 05628 - ENGEL ELECTRIC, LLC					
ENGEL ELECTRIC, LLC	INV0021169	09/19/2023	Electrical work @ Lift Station #38 (4 hrs@ \$97.50)	401-751-630-0000	390.00
Vendor 05628 - ENGEL ELECTRIC, LLC Total:					390.00
Vendor: 00419 - FAST EDDIE'S, INC					
FAST EDDIE'S, INC	124658	09/19/2023	Oil change and service for police vehicle fleet	001-200-525-0000	87.88
FAST EDDIE'S, INC	124668	09/19/2023	Oil change and service for police vehicle fleet	001-200-525-0000	50.88
FAST EDDIE'S, INC	124676	09/19/2023	Oil Change for Mr. Terry Franklin's Truck	001-191-570-0000	47.00
FAST EDDIE'S, INC	124680	09/19/2023	Oil change and service for police vehicle fleet	001-200-525-0000	50.88
FAST EDDIE'S, INC	124689	09/19/2023	Oil change and service for police vehicle fleet	001-200-525-0000	50.88
FAST EDDIE'S, INC	124696	09/19/2023	Oil Change for Fire Unit F-2	001-260-525-0000	47.00
FAST EDDIE'S, INC	124699	09/19/2023	Oil change and service for police vehicle fleet	001-200-525-0000	99.50
Vendor 00419 - FAST EDDIE'S, INC Total:					434.02
Vendor: 03427 - FASTENAL COMPANY					
FASTENAL COMPANY	MSPAS95006	09/19/2023	13807 TAP 5/16-18X1 3/4 Z5 Hex Cap Hex Bolts	001-301-566-0000	30.00
FASTENAL COMPANY	MSPAS95006	09/19/2023	1136304 5/16"-18 FHNz5 Hex Nuts	001-301-566-0000	6.00
FASTENAL COMPANY	MSPAS95006	09/19/2023	1133620 5/16" MedSplit L/W Z Lock Washers	001-301-566-0000	3.00
FASTENAL COMPANY	MSPAS95006	09/19/2023	76062 5/16"x1/16"NyInWshr Flat Washers	001-301-566-0000	5.00
Vendor 03427 - FASTENAL COMPANY Total:					44.00

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: 00428 - FRASIER'S NURSERY, INC					
FRASIER'S NURSERY, INC	INV0021177	09/19/2023	CITY WIDE PLANT MATERIAL	001-353-546-0000	136.50
FRASIER'S NURSERY, INC	INV0021176	09/19/2023	City Wide Plant Material	001-353-546-0000	40.00
FRASIER'S NURSERY, INC	INV0021174	09/19/2023	City Wide Plant Material	001-353-546-0000	30.00
Vendor 00428 - FRASIER'S NURSERY, INC Total:					206.50
Vendor: 02140 - FRIENDS OF MS LIBRARIES INC					
FRIENDS OF MS LIBRARIES INC	R00232034	09/19/2023	REFUND COMMUNITY CENTER DEPOSIT	001-001-108-0000	300.00
Vendor 02140 - FRIENDS OF MS LIBRARIES INC Total:					300.00
Vendor: 031761 - G & C INGENUITY					
G & C INGENUITY	1036	09/19/2023	Repair/Build 5 HP Baldor Submersible Pump	401-751-630-0000	3,890.00
G & C INGENUITY	1037	09/19/2023	Repair/ Build Submersible Pump Repair PUMP #5117	401-751-630-0000	4,685.00
Vendor 031761 - G & C INGENUITY Total:					8,575.00
Vendor: 04945 - G & O SUPPLY CO., INC.					
G & O SUPPLY CO., INC.	G16168	09/19/2023	12" round Flat Cast Iron Grate (each)	001-352-906-0000	840.00
Vendor 04945 - G & O SUPPLY CO., INC. Total:					840.00
Vendor: 00590 - GOODYEAR AUTO SERVICE CENTER					
GOODYEAR AUTO SERVICE CE...	0000064561	09/19/2023	Battery for Code Enforcement Tk	001-191-563-0000	244.98
GOODYEAR AUTO SERVICE CE...	0000064571	09/19/2023	Tires for chevrolet silverado #096 electrician	001-550-570-0000	468.18
Vendor 00590 - GOODYEAR AUTO SERVICE CENTER Total:					713.16
Vendor: 01819 - GT INSTRUMENTS					
GT INSTRUMENTS	INV0021186	09/19/2023	Pg1 It2 Traffic Lights 8-12-23 3hrs @\$65/hr	001-301-543-0000	195.00
GT INSTRUMENTS	INV0021186	09/19/2023	Pg1 It3Solar Traffic Lghts 8-15-23 4hrs@\$65/hr	001-301-543-0000	260.00
GT INSTRUMENTS	INV0021186	09/19/2023	Pg1 It4 Solar Lgt New Battery8-18-23 1.5hrs@\$65/hr	001-301-543-0000	97.50
GT INSTRUMENTS	INV0021186	09/19/2023	Pg1 It 1 Halstead Well/Tank 8-11-23 3.5hrs @\$65/hr	401-750-630-0000	227.50
GT INSTRUMENTS	INV0021186	09/19/2023	Pg1 It5 #11 Sewer Stat Rebl8-17-18-23 3hrs@\$65/gr	401-751-630-0000	195.00
GT INSTRUMENTS	INV0021187	09/19/2023	Pg2 It2 Lights/Generators 8-25-23 6.5hrs @\$45/hr	001-301-543-0000	146.25
GT INSTRUMENTS	INV0021187	09/19/2023	Pg2 It2 Lights/Generators 8-25-23 6.5hrs @\$45/hr	401-750-630-0000	146.25
GT INSTRUMENTS	INV0021187	09/19/2023	Pg2 It3 #51 Pontiac Sewer 8-27-23 3.5hrs @\$45/hr	401-751-630-0000	157.50
GT INSTRUMENTS	INV0021187	09/19/2023	Pg2 It4 #6 City Hall Sewer 8-29-23 5.5hrs @\$45/hr	401-751-630-0000	247.50
Vendor 01819 - GT INSTRUMENTS Total:					1,672.50
Vendor: 02172 - GUARDIAN ALLIANCE TECHNOLOGIES, INC.					
GUARDIAN ALLIANCE TECHNO...	20998	09/19/2023	SOCIAL MEDIA SCREENING REPORTS AUG 2023	001-196-602-0000	180.00
Vendor 02172 - GUARDIAN ALLIANCE TECHNOLOGIES, INC. Total:					180.00
Vendor: 04254 - GULF COAST EXPLOREUM					
GULF COAST EXPLOREUM	INV0021164	09/19/2023	Youth Combo Ticket	001-550-690-0000	1,425.00
Vendor 04254 - GULF COAST EXPLOREUM Total:					1,425.00
Vendor: 01053 - HANCOCK WHITNEY BANK CREDIT CARD CENTER					
HANCOCK WHITNEY BANK CR...	INV0021168	09/19/2023	ADOBE ACROBAT PRO	001-110-602-0000	23.99
HANCOCK WHITNEY BANK CR...	INV0021168	09/19/2023	ADOBE ACROBAT PRO	001-120-602-0000	23.99
HANCOCK WHITNEY BANK CR...	INV0021168	09/19/2023	ADOBE ACROBAT PRO	001-120-602-0000	23.99
HANCOCK WHITNEY BANK CR...	INV0021168	09/19/2023	WESTIN HOTELS	001-120-605-0607	253.00
HANCOCK WHITNEY BANK CR...	INV0021168	09/19/2023	CHUKA INN CONCESSION CREDIT	001-120-605-0607	-22.89

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
HANCOCK WHITNEY BANK CR...	INV0021168	09/19/2023	MCDONALD'S PHILADELPHIA, MS	001-120-605-0607	20.28
HANCOCK WHITNEY BANK CR...	INV0021168	09/19/2023	CLARION LEDGER	001-120-686-0000	9.99
HANCOCK WHITNEY BANK CR...	INV0021168	09/19/2023	THE SUN HERALD	001-120-686-0000	23.99
HANCOCK WHITNEY BANK CR...	INV0021168	09/19/2023	JACKSON CLARION LEDGER	001-120-686-0000	11.99
HANCOCK WHITNEY BANK CR...	INV0021168	09/19/2023	JACKSON CLARION LEDGER	001-120-686-0000	9.99
HANCOCK WHITNEY BANK CR...	INV0021168	09/19/2023	JACKSON CLARION LEDGER	001-120-686-0000	9.99
HANCOCK WHITNEY BANK CR...	INV0021168	09/19/2023	AMAZON - CHECK BINDERS	001-140-500-0000	29.98
HANCOCK WHITNEY BANK CR...	INV0021168	09/19/2023	BSN SPORTS - OS FOOTBALL SHIRTS FOR STAFF	001-140-535-0531	481.78
HANCOCK WHITNEY BANK CR...	INV0021168	09/19/2023	ADOBE ACROBAT PRO	001-140-602-0000	23.99
HANCOCK WHITNEY BANK CR...	INV0021168	09/19/2023	CHUKA INN CONCESSION CREDIT	001-140-605-0607	-7.63
HANCOCK WHITNEY BANK CR...	INV0021168	09/19/2023	ADOBE CREATIVE CLOUD	001-180-602-0000	84.99
HANCOCK WHITNEY BANK CR...	INV0021168	09/19/2023	ADOBE ACROBAT PRO	001-190-602-0000	16.25
HANCOCK WHITNEY BANK CR...	INV0021168	09/19/2023	ADOBE ACROBAT PRO	001-190-602-0000	23.99
HANCOCK WHITNEY BANK CR...	INV0021168	09/19/2023	ADOBE CREATIVE CLOUD	001-196-602-0000	84.99
HANCOCK WHITNEY BANK CR...	INV0021168	09/19/2023	AMAZON - ABATRON WOOD RESTORATION KIT	001-196-645-0000	49.76
HANCOCK WHITNEY BANK CR...	INV0021168	09/19/2023	AMAZON - LAPTOP BAGS FOR TRAINING LAPTOPS	001-200-500-0000	76.10
HANCOCK WHITNEY BANK CR...	INV0021168	09/19/2023	ROCIC - L. ORDONEZ	001-200-686-0000	156.00
HANCOCK WHITNEY BANK CR...	INV0021168	09/19/2023	AMAZON - DISPLAY PORT TO HDMI ADAPTER 2 PACK	001-260-500-0000	12.79
HANCOCK WHITNEY BANK CR...	INV0021168	09/19/2023	OLD NAVY - UNIFORM PANTS FOR DEPUTY FIRE CHIEF	001-260-535-0531	162.64
HANCOCK WHITNEY BANK CR...	INV0021168	09/19/2023	ADOBE ACROBAT PRO	001-260-602-0000	23.99
HANCOCK WHITNEY BANK CR...	INV0021168	09/19/2023	ADOBE ACROBAT PRO	001-300-602-0000	23.99
HANCOCK WHITNEY BANK CR...	INV0021168	09/19/2023	WOERNER LANDSCAPE - ST AUG SOD	001-352-906-0000	190.19
HANCOCK WHITNEY BANK CR...	INV0021168	09/19/2023	PAPA JOHNS - PIZZA FOR SUMMER CAMP	001-550-540-0540	250.01
HANCOCK WHITNEY BANK CR...	INV0021168	09/19/2023	ADOBE ACROBAT PRO	001-550-602-0000	23.99
HANCOCK WHITNEY BANK CR...	INV0021168	09/19/2023	AMAZON - BOOTS FOR EMPLOYEES	401-710-535-0531	146.49
HANCOCK WHITNEY BANK CR...	INV0021168	09/19/2023	AMAZON - DEWALT 20V MAX BATTERY CHARGER 4 PORTS	401-710-548-0000	202.30
HANCOCK WHITNEY BANK CR...	INV0021168	09/19/2023	AMAZON - CRIMPING PLIERS X 4	401-710-548-0000	82.12
HANCOCK WHITNEY BANK CR...	INV0021168	09/19/2023	AMAZON - 3M SCOTCHLOK BUTT & TAP CONNECTORS X 4	401-710-548-0000	88.00
HANCOCK WHITNEY BANK CR...	INV0021168	09/19/2023	AMAZON - DEWALT CHARGING KIT AND 2 BATTERIES	401-710-548-0000	140.00
Vendor 01053 - HANCOCK WHITNEY BANK CREDIT CARD CENTER Total:					2,755.02
Vendor: 00564 - HINTON'S PAINT & SPECIALTY					
HINTON'S PAINT & SPECIALTY	25664	09/19/2023	1 CASE 300XI	001-140-643-0000	51.00
HINTON'S PAINT & SPECIALTY	25664	09/19/2023	1 GAL 3A-410101	001-140-643-0000	42.00
Vendor 00564 - HINTON'S PAINT & SPECIALTY Total:					93.00
Vendor: 03367 - HUGHES SUPPLY					
HUGHES SUPPLY	S169160070.001	09/19/2023	20X25X1 C&I DISP GLASS FILTER	001-196-630-0000	96.00
HUGHES SUPPLY	S169160070.001	09/19/2023	24X24X1 C&I DISP GLASS FILTER	001-196-630-0000	52.08
Vendor 03367 - HUGHES SUPPLY Total:					148.08
Vendor: 06238 - JACKSON COUNTY ADULT DETENTION CENTER					
JACKSON COUNTY ADULT DET...	INV0021175	09/19/2023	PRISONER HOUSING AUG 2023	001-200-520-0000	7,000.00
Vendor 06238 - JACKSON COUNTY ADULT DETENTION CENTER Total:					7,000.00
Vendor: 01479 - JACKSON COUNTY UTILITY AUTHORITY					
JACKSON COUNTY UTILITY AU...	185740	09/19/2023	WATER SUBSCRIBERS WHOLESALE AUG 2023	401-750-691-0000	14,542.00

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
JACKSON COUNTY UTILITY AU...	185740	09/19/2023	WATER SUBSCRIBERS WHOLESALE AUG 2023	401-750-691-0000	255.62
Vendor 01479 - JACKSON COUNTY UTILITY AUTHORITY Total:					14,797.62
Vendor: 02891 - JP MIDSOUTH CLEANING SYSTEMS					
JP MIDSOUTH CLEANING SYST...	217853	09/19/2023	JANITORIAL SERVICE SEPT 2023	001-196-600-0002	800.00
Vendor 02891 - JP MIDSOUTH CLEANING SYSTEMS Total:					800.00
Vendor: 00476 - K & R SERVICES INC					
K & R SERVICES INC	46578	09/19/2023	Open & Inspect #250 Well @ City hall	401-750-630-0000	350.00
Vendor 00476 - K & R SERVICES INC Total:					350.00
Vendor: 02531 - KENNETH KING					
KENNETH KING	INV0021348	09/19/2023	2023 YOUTH FOOTBALL REFEREE FEES 9/12 - 9/30	001-550-688-0000	2,155.50
Vendor 02531 - KENNETH KING Total:					2,155.50
Vendor: 06227 - KLOUD7 LLC					
KLOUD7 LLC	21055	09/19/2023	CITYWIDE PHONE SERVICE SEPT 2023	001-140-612-0000	4,041.84
Vendor 06227 - KLOUD7 LLC Total:					4,041.84
Vendor: 01455 - LEONARD M. ORDONEZ					
LEONARD M. ORDONEZ	INV0021349	09/19/2023	MEAL REIMBURSEMENT CHATANOOGA, TN	001-200-605-0607	18.28
LEONARD M. ORDONEZ	INV0021349	09/19/2023	HOTEL REIMBURSEMENT CHATANOOGA, TN	001-200-605-0607	519.30
Vendor 01455 - LEONARD M. ORDONEZ Total:					537.58
Vendor: 03109 - LEXIS-NEXIS					
LEXIS-NEXIS	3094665975	09/19/2023	LEXISNEXIS SUBSCRIPTION AUG 2023	001-110-602-0000	128.00
Vendor 03109 - LEXIS-NEXIS Total:					128.00
Vendor: 02431 - MARCUS S. BURNHAM, JR.					
MARCUS S. BURNHAM, JR.	5519	09/19/2023	766025 GRASS THROWER	001-301-563-0000	218.50
MARCUS S. BURNHAM, JR.	5519	09/19/2023	120048A BEARING - BALL DP WHEEL BAG OF 10	001-301-563-0000	308.70
MARCUS S. BURNHAM, JR.	5519	09/19/2023	243365F HEX BOLT FOR SMALL ROLLER BAG OF 6	001-301-563-0000	4.50
MARCUS S. BURNHAM, JR.	5519	09/19/2023	253043F NUT - WHIZ FOR ROLLERS BAG OF 24	001-301-563-0000	8.30
MARCUS S. BURNHAM, JR.	5519	09/19/2023	604775 SPINDLE SHAFT ASSEMBLY ALL POSITIONS	001-301-563-0000	656.00
MARCUS S. BURNHAM, JR.	5519	09/19/2023	247310F CARRIAGE BOLT FOR LARGE ROLLER BAG OF 6	001-301-563-0000	22.00
MARCUS S. BURNHAM, JR.	5519	09/19/2023	243583F HEX BOLT - FLANGE - GRADE 8 BAG OF 12	001-301-563-0000	35.00
MARCUS S. BURNHAM, JR.	5519	09/19/2023	902284A SPACER - ROLLER MOUNT SMALL ROLLER	001-301-563-0000	61.30
MARCUS S. BURNHAM, JR.	5519	09/19/2023	426122B ROLLER PACK OF 12 SMALL ROLLER FOR	001-301-563-0000	70.35
MARCUS S. BURNHAM, JR.	5519	09/19/2023	253970F NUT - LOCK BAG OF 12	001-301-563-0000	84.70
MARCUS S. BURNHAM, JR.	5519	09/19/2023	942137 TUBE - BEARING FOR LARGE ROLLER	001-301-563-0000	91.20
MARCUS S. BURNHAM, JR.	5519	09/19/2023	484230A LARGE DECK ROLLER LEFT SIDE BAG OF 6	001-301-563-0000	92.70
MARCUS S. BURNHAM, JR.	5519	09/19/2023	110081A BEARING-BALL 2 REG SEAL PACK OF 10	001-301-563-0000	163.80
MARCUS S. BURNHAM, JR.	5519	09/19/2023	247726 CARRIAGE BOLT FOR FRONT WHEELS	001-301-563-0000	20.50
Vendor 02431 - MARCUS S. BURNHAM, JR. Total:					1,837.55
Vendor: 032661 - MARY STRICKLAND					
MARY STRICKLAND	R00260234	09/19/2023	FLAG FOOTBALL REFUND	001-001-316-0002	70.00
Vendor 032661 - MARY STRICKLAND Total:					70.00

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: 003128 - MASSETT SUPPLY COMPANY INC.					
MASSETT SUPPLY COMPANY I...	795073	09/19/2023	NCB 1424 CHAIN SAW BAR OIL	001-301-560-0000	4.49
MASSETT SUPPLY COMPANY I...	795073	09/19/2023	NBF35101 NAPA BRAKE FLUID dot 3- GAL	001-301-560-0000	23.51
MASSETT SUPPLY COMPANY I...	795073	09/19/2023	NAF 1EXT NAPA EXT LIFE COOLING ANTIFREEZE 1 GAL	001-301-560-0000	31.47
MASSETT SUPPLY COMPANY I...	795073	09/19/2023	MAC 4800 NAPA MAC'S PARTS CLEANER 13 OZ	001-301-560-0000	54.96
MASSETT SUPPLY COMPANY I...	795073	09/19/2023	VAL 822384 VALVOLINE MULTI-PURPOSE 2 CYCLE OIL	001-301-560-0000	64.98
MASSETT SUPPLY COMPANY I...	795073	09/19/2023	PSF 9801 POWER STEERING FLUID 1 GAL	001-301-560-0000	25.44
MASSETT SUPPLY COMPANY I...	795073	09/19/2023	NAPA DIATOMACEOUS EARTH OIL ABSORB	001-350-560-0000	136.95
MASSETT SUPPLY COMPANY I...	795073	09/19/2023	NBH H175 fUEL LINE hOSE	001-350-560-0000	33.75
MASSETT SUPPLY COMPANY I...	795073	09/19/2023	NW 784564 pRIMARY WIRE CONNECTOR	001-350-560-0000	33.58
MASSETT SUPPLY COMPANY I...	795073	09/19/2023	FPW14400221 WIRE FEED/MIG WELDING WIRE STEEL.035	001-350-560-0000	32.26
MASSETT SUPPLY COMPANY I...	795073	09/19/2023	ASP 3924 RESISTER SPARK PLUG	001-350-560-0000	98.88
MASSETT SUPPLY COMPANY I...	795073	09/19/2023	ASP 2974 sMALL ENGINE sPARK PLUG	001-350-560-0000	90.24
MASSETT SUPPLY COMPANY I...	795073	09/19/2023	WLD7771523 EMERY CLOTH	001-350-560-0000	25.74
MASSETT SUPPLY COMPANY I...	795073	09/19/2023	NW 7280037 BATTERY \$ STARTER cOPPER LUG	001-350-560-0000	14.70
MASSETT SUPPLY COMPANY I...	795073	09/19/2023	MAC 4800 NAPA MAC'S PARTS CLEANER 13 OZ	001-352-560-0000	54.96
MASSETT SUPPLY COMPANY I...	795073	09/19/2023	NAF 1EXT NAPA EXT LIFE COOLING ANTIFREEZE 1 GAL	001-352-560-0000	31.47
MASSETT SUPPLY COMPANY I...	795073	09/19/2023	VAL 822384 VALVOLINE MULTI-PURPOSE 2 CYCLE OIL	001-352-560-0000	64.98
MASSETT SUPPLY COMPANY I...	795073	09/19/2023	NW 7280037 BATTERY \$ STARTER cOPPER LUG	001-352-560-0000	14.70
MASSETT SUPPLY COMPANY I...	795073	09/19/2023	PSF 9801 POWER STEERING FLUID 1 GAL	001-352-560-0000	24.50
MASSETT SUPPLY COMPANY I...	795073	09/19/2023	NBF35101 NAPA BRAKE FLUID dot 3- GAL	001-352-560-0000	23.51
MASSETT SUPPLY COMPANY I...	795073	09/19/2023	NW 7280037 BATTERY \$ STARTER cOPPER LUG	401-750-560-0000	14.70
MASSETT SUPPLY COMPANY I...	795073	09/19/2023	MAC 4800 NAPA MAC'S PARTS CLEANER 13 OZ	401-750-560-0000	54.96
MASSETT SUPPLY COMPANY I...	795073	09/19/2023	PSF 9801 POWER STEERING FLUID 1 GAL	401-750-560-0000	24.50
MASSETT SUPPLY COMPANY I...	795073	09/19/2023	VAL 822384 VALVOLINE MULTI-PURPOSE 2 CYCLE OIL	401-750-560-0000	64.98
MASSETT SUPPLY COMPANY I...	795073	09/19/2023	NAF 1EXT NAPA EXT LIFE COOLING ANTIFREEZE 1 GAL	401-750-560-0000	31.47
MASSETT SUPPLY COMPANY I...	795073	09/19/2023	NBF35101 NAPA BRAKE FLUID dot 3- GAL	401-750-560-0000	23.51
MASSETT SUPPLY COMPANY I...	795073	09/19/2023	NBF35101 NAPA BRAKE FLUID dot 3- GAL	401-751-560-0000	23.51
MASSETT SUPPLY COMPANY I...	795073	09/19/2023	VAL 822384 VALVOLINE MULTI-PURPOSE 2 CYCLE OIL	401-751-560-0000	64.98
MASSETT SUPPLY COMPANY I...	795073	09/19/2023	NW 7280037 BATTERY \$ STARTER cOPPER LUG	401-751-560-0000	14.70
MASSETT SUPPLY COMPANY I...	795073	09/19/2023	PSF 9801 POWER STEERING FLUID 1 GAL	401-751-560-0000	24.50
MASSETT SUPPLY COMPANY I...	795073	09/19/2023	NAF 1EXT NAPA EXT LIFE COOLING ANTIFREEZE 1 GAL	401-751-560-0000	31.47
MASSETT SUPPLY COMPANY I...	795073	09/19/2023	MAC 4800 NAPA MAC'S PARTS CLEANER 13 OZ	401-751-560-0000	54.96
MASSETT SUPPLY COMPANY I...	795360	09/19/2023	795360 2693083 STEERING TIE ROD END #4 F250 Water	401-750-563-0000	45.92

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MASSETT SUPPLY COMPANY I...	795360	09/19/2023	795360 735300 PRI/WIRE #242 LIGHT PLANT STREET	401-750-563-0000	67.00
MASSETT SUPPLY COMPANY I...	795360	09/19/2023	795360 2693855 TIE ROD END #4 F250 Water	401-750-563-0000	73.02
MASSETT SUPPLY COMPANY I...	795360	09/19/2023	795360 821-5214 IND JACK #242 LIGHT PLANT STREET	401-750-563-0000	94.18
MASSETT SUPPLY COMPANY I...	795362	09/19/2023	795362 2695659TIE ROD END #4 F250 WATER	401-750-563-0000	104.88
MASSETT SUPPLY COMPANY I...	795398	09/19/2023	795398 728060 CONNECTO WIRE LUGS -STREETS	001-301-563-0000	88.50
MASSETT SUPPLY COMPANY I...	795398	09/19/2023	795398 B120 HI POWER IND V-BELT - MOWER	001-301-563-0000	37.43
MASSETT SUPPLY COMPANY I...	795398	09/19/2023	795398 755-1368 LOCK #10 & #100 SHOP TRKS	001-350-560-0000	59.98
MASSETT SUPPLY COMPANY I...	795448	09/19/2023	OPEN PO for Ground Maintenance	001-550-630-0000	41.42
MASSETT SUPPLY COMPANY I...	795450	09/19/2023	795450 NIN-12 LOCKNUT #108 BUSHOG	001-301-563-0000	52.60
MASSETT SUPPLY COMPANY I...	795450	09/19/2023	795450 05078 AIR-INTAKE CLEANER	001-350-560-0000	4.79
MASSETT SUPPLY COMPANY I...	795490	09/19/2023	795490 2131-626B SCREW #108 BUSHOG	001-301-563-0000	15.50
MASSETT SUPPLY COMPANY I...	795490	09/19/2023	795490 G25165-0405 HYD HSE FITTING #183 BSHG SDARM	001-301-563-0000	18.94
MASSETT SUPPLY COMPANY I...	795490	09/19/2023	795490 G25165-0406 HYD HSE FITTING #183 BSHG SDARM	001-301-563-0000	19.94
MASSETT SUPPLY COMPANY I...	795490	09/19/2023	795490 70382 MEGASYS 4MXT HOSE #183 BUSHOG SD ARM	001-301-563-0000	23.35
MASSETT SUPPLY COMPANY I...	795736	09/19/2023	JS1000AC JUMP START/COMPRESSOR	401-710-560-0000	87.70
MASSETT SUPPLY COMPANY I...	795934	09/19/2023	795934 TS5732 TEMPERATURE SENSOR	001-301-563-0000	24.32
MASSETT SUPPLY COMPANY I...	796042	09/19/2023	Parts and Supplies as Needed	001-260-560-0000	26.63
MASSETT SUPPLY COMPANY I...	796150	09/19/2023	795150 382706 BRAKE HOSE	001-352-563-0000	33.55
MASSETT SUPPLY COMPANY I...	796150	09/19/2023	795150 SS-7973B-M DISC PADS	001-352-563-0000	36.99
MASSETT SUPPLY COMPANY I...	796150	09/19/2023	795150 682890 BRAKE HOSE	001-352-563-0000	63.13
MASSETT SUPPLY COMPANY I...	796150	09/19/2023	795150 UP7974AM DISC BRAKE PAD	001-352-563-0000	64.41
MASSETT SUPPLY COMPANY I...	796150	09/19/2023	795150 2618XA BRACKETED CALIPER	001-352-563-0000	68.56
MASSETT SUPPLY COMPANY I...	796150	09/19/2023	795150 532342 ABS SPEED SENSOR	001-352-563-0000	140.38
MASSETT SUPPLY COMPANY I...	796150	09/19/2023	795150 2618XB BRACKETED CALIPER	001-352-563-0000	68.56
MASSETT SUPPLY COMPANY I...	796186	09/19/2023	796186 730-7682-1 WINDOW SWITCH	001-352-563-0000	46.27
MASSETT SUPPLY COMPANY I...	796263	09/19/2023	796263 15E2E1 TRANSYND #122 TRASH TRUCK	001-352-563-0000	154.88
MASSETT SUPPLY COMPANY I...	796312	09/19/2023	Central Shop Repair Parts as needed	001-350-563-0000	24.95
MASSETT SUPPLY COMPANY I...	796345	09/19/2023	796345 4L500W FHP LIFT STATION #88	401-751-571-0000	24.17
MASSETT SUPPLY COMPANY I...	796372	09/19/2023	796372 BP1255/H11-N BLISTER PACK CAPSULES #32 st	001-301-563-0000	57.12
MASSETT SUPPLY COMPANY I...	796373	09/19/2023	796373 4L500W FHP LIFT STATION #88	401-751-571-0000	72.51
MASSETT SUPPLY COMPANY I...	796561	09/19/2023	796561 212 sonic weld	001-350-560-0000	6.99
MASSETT SUPPLY COMPANY I...	796561	09/19/2023	796561 70531 scratch brush	001-350-560-0000	16.98
MASSETT SUPPLY COMPANY I...	796561	09/19/2023	796561 70505 brush	001-350-560-0000	10.98
MASSETT SUPPLY COMPANY I...	796721	09/19/2023	796721 730-1583 Fuel filter cap #11 Drain	001-352-560-0000	32.76
MASSETT SUPPLY COMPANY I...	796721	09/19/2023	796721 7600-5664 Fuel filter cap #11 Drain	001-352-560-0000	48.58

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MASSETT SUPPLY COMPANY I...	796781	09/19/2023	796781 ME11488 High Pressure Switch Sweeper Street	001-301-563-0000	45.40
MASSETT SUPPLY COMPANY I...	796781	09/19/2023	TIRE VAL	001-301-563-0000	24.99
MASSETT SUPPLY COMPANY I...	796781	09/19/2023	796781 609988 brake hose #11 Drain	001-352-560-0000	24.83
MASSETT SUPPLY COMPANY I...	796781	09/19/2023	796781 609985 brake hose #11 Drain	001-352-560-0000	24.83
MASSETT SUPPLY COMPANY I...	796781	09/19/2023	796781 2654xa bracketed calipher #11 Drain	001-352-560-0000	73.52
MASSETT SUPPLY COMPANY I...	796781	09/19/2023	796781 2654xb bracketed calipher #11 Drain	001-352-560-0000	73.52
MASSETT SUPPLY COMPANY I...	796831	09/19/2023	796831 755-1366 Lock #11 Drain	001-352-560-0000	29.99
MASSETT SUPPLY COMPANY I...	796840	09/19/2023	FIL 400081 OIL FILTER #122 STREET	001-301-563-0000	39.26
MASSETT SUPPLY COMPANY I...	796840	09/19/2023	NOE 89913031 WASHER NOZZLE ALL FORDS	001-301-563-0000	37.32
MASSETT SUPPLY COMPANY I...	796840	09/19/2023	FIL 7182 OIL FILTER #124 STREET	001-301-563-0000	23.90
MASSETT SUPPLY COMPANY I...	796840	09/19/2023	FIL 4374 NAPA GILD AIR FILTER #122 STREET	001-301-563-0000	108.16
MASSETT SUPPLY COMPANY I...	796840	09/19/2023	FIL 9082 NAPA ENVIROSHEILD AIR FILTER #122 STREET	001-301-563-0000	63.00
MASSETT SUPPLY COMPANY I...	796840	09/19/2023	FIL 2725 NAPA GOLD AIR FILTER #1 aDMIN	001-301-563-0000	53.36
MASSETT SUPPLY COMPANY I...	796840	09/19/2023	FIL 7312 OIL FILTER #11 DRAINAGE	001-352-560-0000	41.54
MASSETT SUPPLY COMPANY I...	796840	09/19/2023	SFI 23963 NAPA ProFormer Fuel Filter #11 DRAINAGE	001-352-560-0000	48.34
MASSETT SUPPLY COMPANY I...	796865	09/19/2023	OPEN PO for Grounds maintenance	001-550-575-0000	73.40
MASSETT SUPPLY COMPANY I...	796873	09/19/2023	25060664A Belt	001-200-563-0000	28.11
MASSETT SUPPLY COMPANY I...	796873	09/19/2023	2449262 Starter	001-200-563-0000	329.44
MASSETT SUPPLY COMPANY I...	796873	09/19/2023	2138922 Alternator	001-200-563-0000	390.30
MASSETT SUPPLY COMPANY I...	796873	09/19/2023	Shipping	001-200-563-0000	21.00
MASSETT SUPPLY COMPANY I...	464105	09/19/2023	797105 G60312-0404 adapters	001-301-563-0000	13.88
MASSETT SUPPLY COMPANY I...	464105	09/19/2023	797105 G25170-0405 Hyd Hose Fittings	001-301-563-0000	8.88
MASSETT SUPPLY COMPANY I...	464105	09/19/2023	797105 G25170-0404 Hyd Hose Fittings	001-301-563-0000	7.69
MASSETT SUPPLY COMPANY I...	464105	09/19/2023	797105 70382 Megasyss 4MXT Hose	001-301-563-0000	4.67
MASSETT SUPPLY COMPANY I...	797145	09/19/2023	Parts and Supplies as Needed	001-260-560-0000	10.94
MASSETT SUPPLY COMPANY I...	797215	09/19/2023	OPEN PO for Grounds maintenance	001-550-575-0000	41.97
MASSETT SUPPLY COMPANY I...	797246	09/19/2023	797246 ES17-12 3MO wty Bat	001-301-566-0000	199.98
MASSETT SUPPLY COMPANY I...	797247	09/19/2023	797247 691-7BR belt	001-301-563-0000	70.24
MASSETT SUPPLY COMPANY I...	797337	09/19/2023	Parts and Supplies as Needed	001-260-560-0000	10.94
MASSETT SUPPLY COMPANY I...	INV0021224	09/19/2023	Central Shop Repair Parts as needed	001-350-563-0000	9.43
MASSETT SUPPLY COMPANY I...	797509	09/19/2023	48880869 Brake Rotors	001-200-563-0000	138.10
MASSETT SUPPLY COMPANY I...	797509	09/19/2023	AD8698 Brake pads	001-200-563-0000	62.99
MASSETT SUPPLY COMPANY I...	797655	09/19/2023	OPEN PO for Grounds maintenance	001-550-575-0000	18.94
MASSETT SUPPLY COMPANY I...	797667	09/19/2023	Parts and Supplies as Needed	001-260-560-0000	23.83
MASSETT SUPPLY COMPANY I...	797737	09/19/2023	Central Shop Repair Parts as needed	001-350-563-0000	5.42
MASSETT SUPPLY COMPANY I...	797742	09/19/2023	belts for mowers	001-550-563-0000	146.62
MASSETT SUPPLY COMPANY I...	797846	09/19/2023	Central Shop Repair Parts as needed	001-350-563-0000	74.88
MASSETT SUPPLY COMPANY I...	797966	09/19/2023	Parts and Supplies as Needed	001-260-560-0000	2.05
Vendor 003128 - MASSETT SUPPLY COMPANY INC. Total:					5,576.84

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: 030961 - MCCLATCHY COMPANY LLC					
MCCLATCHY COMPANY LLC	213368	09/19/2023	1609839 ANNEXATION 8/9/23	001-100-600-0601	600.00
MCCLATCHY COMPANY LLC	213368	09/19/2023	1609838 ANNEXATION 8/2/23	001-100-600-0601	600.00
MCCLATCHY COMPANY LLC	213368	09/19/2023	1652214 PUBLIC HEARING FOR BUDGET / TAX LEVY 8/25	001-140-610-0000	300.00
MCCLATCHY COMPANY LLC	213368	09/19/2023	1652220 PUBLIC HEARING BUDGET/TAX LEVY 8/30	001-140-610-0000	300.00
MCCLATCHY COMPANY LLC	213368	09/19/2023	457666 PUBLIC NOTICE - FY22 AUDIT AVAILABILITY	001-140-610-0000	32.80
MCCLATCHY COMPANY LLC	213368	09/19/2023	451467 SUMMARY EXP: AMENDMENT TO 2023-10	001-190-610-0000	35.35
MCCLATCHY COMPANY LLC	213368	09/19/2023	459901 PUBLIC NOTICE PUBLIC HEARING 3072 PABST	001-190-610-0000	46.60
MCCLATCHY COMPANY LLC	213368	09/19/2023	459897 PUBLIC NOTICE HEARING FRONT BEACH/MARTIN	001-190-610-0000	50.35
MCCLATCHY COMPANY LLC	213368	09/19/2023	459900 PUBLIC NOTICE PUBLIC HEARING STR PERMITS	001-190-610-0000	57.40
Vendor 030961 - MCCLATCHY COMPANY LLC Total:					2,022.50
Vendor: 03718 - MEDICAL ANALYSIS LLC					
MEDICAL ANALYSIS LLC	16294	09/19/2023	DRUG AND ALCOHOL TESTING JULY 2023	001-180-604-0000	443.00
MEDICAL ANALYSIS LLC	16294	09/19/2023	DRUG AND ALCOHOL TESTING JULY 2023	401-300-604-0000	60.00
MEDICAL ANALYSIS LLC	16325	09/19/2023	DRUG AND ALCOHOL TESTING AUG 2023	001-180-604-0000	635.00
MEDICAL ANALYSIS LLC	16325	09/19/2023	DRUG AND ALCOHOL TESTING AUG 2023	401-300-604-0000	152.00
Vendor 03718 - MEDICAL ANALYSIS LLC Total:					1,290.00
Vendor: 05865 - MID-SOUTH TANK CONSULTANTS					
MID-SOUTH TANK CONSULTA...	230907	09/19/2023	ANNIVERSARY INSPECTION PER DAY	401-750-924-0000	4,200.00
Vendor 05865 - MID-SOUTH TANK CONSULTANTS Total:					4,200.00
Vendor: 00413 - MISSISSIPPI COAST SUPPLY CO INC					
MISSISSIPPI COAST SUPPLY CO...	S1417028.001	09/19/2023	Misc parts and supplies for emergencies	401-751-571-0000	92.48
Vendor 00413 - MISSISSIPPI COAST SUPPLY CO INC Total:					92.48
Vendor: 03111 - MISSISSIPPI DEVELOPMENT AUTHORITY					
MISSISSIPPI DEVELOPMENT A...	INV0021218	09/19/2023	GMS: 50466	401-800-810-0005	155.25
MISSISSIPPI DEVELOPMENT A...	INV0021218	09/19/2023	GMS: 50466	401-800-820-0005	1,716.35
Vendor 03111 - MISSISSIPPI DEVELOPMENT AUTHORITY Total:					1,871.60
Vendor: 04056 - MISSISSIPPI POWER					
MISSISSIPPI POWER	INV0021222	09/19/2023	01267-96030 3199 GOVERNEMENT ST TRAFFIC LIGHT	001-301-625-0000	51.39
MISSISSIPPI POWER	INV0021222	09/19/2023	08716-53020 927 WASHINGTON AVE - FESTIVAL POLE 2	001-301-625-0000	53.89
MISSISSIPPI POWER	INV0021222	09/19/2023	11912-91032 1018 PORTER CHRISTMAS LIGHTS	001-301-625-0000	53.89
MISSISSIPPI POWER	INV0021222	09/19/2023	21030-05065 1409 GOVERNMENT ST METER FOR LIGHTS	001-301-625-0000	65.61
MISSISSIPPI POWER	INV0021222	09/19/2023	17231-93281 2230 GOVT ST, TACONI BB LIGHTING	001-301-625-0000	154.58
MISSISSIPPI POWER	INV0021222	09/19/2023	40636-48013 2230 GOVERNMENT ST NEW SCHOOL CROSSIN	001-301-625-0000	51.86
MISSISSIPPI POWER	INV0021222	09/19/2023	00739-95034 1702 DR JESSEE L TROTTER ST RESTROOM	001-550-625-0000	73.09
Vendor 04056 - MISSISSIPPI POWER Total:					504.31

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: 00156 - MISSISSIPPI POWER COMPANY					
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	03661-61006 1018 PORTER ST	001-140-625-0000	1,637.11
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	03451-61042 1014 PORTER ST	001-140-625-0000	431.03
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	02191-61001 512 WASH AVE SENIOR CENTER	001-193-625-0000	753.20
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	01771-61009 512 WASH. AVE. COMMUNITY CENTER	001-194-625-0000	1,574.07
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	43938-12027 1600 GOVT ST. MARY O KEEFE	001-196-625-0000	4,484.63
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	39097-91021 MARY C OUTDOOR LIGHTS	001-196-625-0000	98.53
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	06561-63012 500 BIENVILLE BLVD	001-197-625-0000	92.61
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	09418-25010 731 WASHINGTON AVE	001-197-625-0000	47.61
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	04291-61008 523 DEWEY AVE	001-200-625-0000	725.18
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	56971-62007 2850 GOVT ST. - FD	001-260-625-0000	411.60
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	12021-63005 1226 BIENVILLE BLVD	001-260-625-0000	783.31
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	23821-63002 712 PINE DR	001-300-625-0000	437.02
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	22771-63016 710 PINE DRIVE	001-300-625-0000	597.82
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	22981-63016 726 PINE DR	001-300-625-0000	1,073.71
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	23191-63009 712 PINE DRIVE UNIT A	001-300-625-0000	1,168.68
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	22351-62028 712 PINE DR	001-300-625-0000	234.72
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	39331-62007 158 LAFAYETTE CIRCLE SCHOOL CAUTION	001-301-625-0000	51.39
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	02417-20052 920 CASH ALLEY	001-301-625-0000	53.89
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	05434-88053 1017 DESOTO ST	001-301-625-0000	53.89
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	08550-38041 919 CASH ALLEY	001-301-625-0000	53.89
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	45432-83007 1015 DESOTO ST	001-301-625-0000	56.25
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	10299-70019 690 WASHINGTON AVE	001-301-625-0000	53.89
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	19352-15205 702 CHURCH ST	001-301-625-0000	53.89
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	14791-62001 1802 GOVT STREET	001-301-625-0000	56.43
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	20199-66139 1011 DESOTO ST	001-301-625-0000	53.89
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	18214-06027 1599 BIENVILLE BLVD	001-301-625-0000	56.53
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	16987-49004 19 GENERAL PERSHING AVE SHEARWATER	001-301-625-0000	53.19
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	10041-29089 98 FRONT BEACH METERED LIGHTING	001-301-625-0000	125.84
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	00911-62042 312 ALICE ST	001-301-625-0000	132.88
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	25770-40023 1104 GOVT STREET	001-301-625-0000	141.81
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	18099-70073 598 FRONT BEACH DR	001-301-625-0000	162.98
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	04097-78132 297 FRONT BEACH DR	001-301-625-0000	170.37
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	18210-80112 100 EARLE TAYLOR	001-301-625-0000	57.26
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	08852-33170 1010 GOVT STREET	001-301-625-0000	57.33
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	36122-11009 1403 GOVT STREET	001-301-625-0000	190.71
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	32449-80008 809 WASHINGTON AVE	001-301-625-0000	53.89
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	09399-64084 3155 BIENVILLE BLVD	001-301-625-0000	82.00
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	09555-13014 619 WASHINGTON AVE	001-301-625-0000	56.86

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	81991-61001 918 CALHOUN ST	001-301-625-0000	96.63
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	80521-62006 511 WASHINGTON AVE	001-301-625-0000	53.89
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	53601-61007 3000 BIENVILLE	001-301-625-0000	55.69
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	22924-14005 STREET LIGHTS OSU2	001-301-625-0000	49.28
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	03753-61078 1103 BRISTOL BLVD	001-301-625-0000	54.46
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	01834-84166 1802 GOVT STREET	001-301-625-0000	29.87
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	27570-71026 590 WASHINGTON AVE	001-301-625-0000	23.91
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	47301-61005 1109 IBERVILLE DR	001-301-625-0000	23.12
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	05790-80041 1600 GOVT ST UNIT B	001-301-625-0000	82.15
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	23857-94009 725 PINE DR	001-301-625-0000	54.54
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	79011-61007 1504 BIENVILLE BLVD	001-301-625-0000	82.29
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	02014-61047 400 HOLCOMB BLVD TRAFFIC LIGHT	001-301-625-0000	51.48
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	08435-88152 500 FRONT BEACH DR	001-301-625-0000	54.59
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	11445-27007 / 927 WASHINGTON AVE TEMP POLE	001-301-625-0000	84.14
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	09291-63002 1102 BIENVILLE BLVD	001-301-625-0000	84.97
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	04081-61017 520 DEWEY AVE	001-301-625-0000	54.70
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	01117-60046 1101 DESOTO ST	001-301-625-0000	87.09
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	46389-82004 499 FRONT BEACH DR	001-301-625-0000	211.98
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	91431-61003 1005 THORN SCHOOL	001-301-625-0000	51.58
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	57831-62000 417 HOLCOMB BLVD	001-301-625-0000	80.83
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	05432-61187 3101 BREEZY HILL LN	001-301-625-0000	51.77
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	64321-63003 3420 GOVT ST	001-301-625-0000	51.82
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	03799-68019 1102 BIENVILLE BLVD	001-301-625-0000	54.74
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	04398-10027 95 ASHLEY PLACE	001-301-625-0000	52.34
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	39541-62007 436 HANLEY RD - SCHOOL CAUTION	001-301-625-0000	51.39
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	24456-60017 98 FRONT BEACH DRIVE	001-301-625-0000	57.76
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	59394-34031 927 WASHINGTON AVE	001-301-625-0000	53.89
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	17221-52008 2014 BIENVILLE BLVD TRAFFIC LIGHT	001-301-625-0000	64.47
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	99841-61005 317 CALHOUN ST	001-301-625-0000	63.62
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	43430-85025 2901 GOVT TRAFFIC	001-301-625-0000	62.81
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	14196-61145 712 PINE DR	001-301-625-0000	61.33
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	22141-61003 1400 MIDDLE AVE	001-301-625-0000	757.39
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	41176-44018 / 1025 GOVERNMENT ST	001-301-625-0000	61.35
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	18934-23063 1600 GOVT STREET	001-301-625-0000	61.08
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	14171-36005 / 100 FRONT BEACH - OS/BILOXI BRIDGE	001-301-625-0000	1,725.46

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	29711-61021 / 1000 WASHINGTON AVE (MARSHALL PARK)	001-301-625-0000	65.31
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	03457-56023 1314 GOVERNMENT ST	001-301-625-0000	65.74
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	66831-61002 2107 BIENVILLE	001-301-625-0000	66.30
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	01239-32141 2651 GOV'T ST	001-301-625-0000	66.50
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	33475-02017 916 MLK JR	001-301-625-0000	58.28
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	51741-62018 2339 GOVT STREET	001-301-625-0000	59.71
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	62841-61008 2701 BIENVILLE	001-301-625-0000	67.44
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	20051-64001 714 PINE DRIVE	001-301-625-0000	339.14
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	59901-61008 1103 BRISTOL BLVD	001-301-625-0000	68.14
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	21879-95000 1101 BOWEN AVE	001-301-625-0000	80.17
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	28595-76017 / 1226 BIENVILLE BLVD	001-301-625-0000	80.73
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	20681-64001 STREET LIGHTS	001-301-625-0000	24,128.99
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	89121-61005 801 HOLCOMB BLVD	001-301-625-0000	58.58
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	46681-63008 2850 GOVT STREET CAUTION LIGHT	001-301-625-0000	63.11
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	67681-51002 499 FRONT BEACH DR	001-301-625-0000	547.81
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	00692-18033 711 MAGNOLIA AVE GYM	001-550-625-0000	1,779.04
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	54249-57018 400 ALICE ST SHED	001-550-625-0000	246.34
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	32201-62008 407 HALSTEAD RD	001-550-625-0000	13.39
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	28621-61002 214 MORRIS NOBLE RD	001-550-625-0000	18.07
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	05236-50008 214 MORRIS NOBLE RD	001-550-625-0000	51.39
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	61201-62018 PARK COMM 902 MLK	001-550-625-0000	66.73
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	22361-64008 317 CALHOUN ST	001-550-625-0000	9.95
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	00701-62006 400 ALICE ST	001-550-625-0000	1,560.20
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	22571-64008 1805 KENSINGTON AVE	001-550-625-0000	196.05
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	16635-10013 1221 BRISTOL BLVD	001-550-625-0000	59.23
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	00931-24022 1409 MIDDLE AVE	001-550-625-0000	361.14
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	23401-63002 726 PINE DR	001-550-625-0000	136.69
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	21311-64006 902 MLK JR	001-550-625-0000	107.77
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	11109-44003 214 MORRIS NOBLE RD PUMP/SPRAY PARK	001-550-625-0000	105.09
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	43111-61005 214 MORRIS NOBLE RD	001-550-625-0000	502.93
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	47511-61005 499 FRONT BEACH	001-550-625-0000	122.73
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	24451-62007 1425 PORTER ST	001-550-625-0000	365.45
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	47721-61005 1805 KENSINGTON AVE INNER HARBOR	001-550-625-0000	58.89
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	12759-08061 HALSTEAD TENNIS	001-550-625-0000	821.58
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	10679-55016 405-B HALSTEAD RD TENNIS PAVILLION	001-550-625-0000	246.43
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	46491-63015 1805 KENSINGTON AVE	001-550-625-0000	99.73

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	00701-62006 400 ALICE ST	008-550-603-0001	1,160.00
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	24451-62007 LEASE 1425 PORTER ST (FREEDOM FIELD)	008-550-603-0003	3,970.00
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	08435-88152 500 FRONT BEACH / BEACH LIGHT LEASE	008-550-603-0004	1,170.00
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	15631-59054 712 - C PINE STREET	401-750-625-0000	340.78
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	66871-62005 824 HANDY AVE	401-750-625-0000	3,129.76
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	31781-62003 405 HALSTEAD WELL 8	401-750-625-0000	4,344.82
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	02990-62016 405 HALSTEAD	401-750-625-0000	54.69
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	02401-61004 512 WASH AVE.	401-750-625-0000	2,141.04
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	05318-68087 LS 95-706 MAGNOLIA	401-751-625-0000	56.72
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	00874-01009 LS 75 - RUE RIVAGE ST	401-751-625-0000	55.17
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	03049-85028 LS 94 - 813 IBERVILLE DR	401-751-625-0000	55.83
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	42101-64000 LS 49 / 1302 FORT AVE	401-751-625-0000	55.91
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	61791-61003 LS 55 / 2709 BIENVILLE	401-751-625-0000	58.66
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	75471-62002 LS 39 / 110 SIMON BLVD	401-751-625-0000	62.96
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	91411-63009 LS 23 / 111 WINCHESTER	401-751-625-0000	79.50
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	25723-62006 LS73 / 503 RUE MAUREPAS	401-751-625-0000	78.32
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	01814-13016 LS 86/400 HANLEY RD	401-751-625-0000	64.59
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	06666-53014 LS 27/ 703 E BEACH DR	401-751-625-0000	75.17
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	89961-62002 LS 23 / 215 MITCHELL	401-751-625-0000	71.90
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	58241-62008 LS 48 / 507 BRUMBAUGH RD	401-751-625-0000	69.02
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	71661-61009 LS 77 / 1212 NELSON DR	401-751-625-0000	54.03
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	66671-64003 LS 43 / 320 LOVERS LANE	401-751-625-0000	54.22
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	39161-64007 LS 50 / 1309 COVE PLACE	401-751-625-0000	56.11
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	71451-61009 LS 30 / 1203 NELSON DR	401-751-625-0000	63.70
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	13195-70012 LS 76/ RUE DAUPHINE	401-751-625-0000	57.14
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	76541-62005 LS 2 / 422 MARTIN AVE	401-751-625-0000	63.70
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	03878-70000 LS 3 - 1310 HARBOR RD	401-751-625-0000	53.98
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	26541-63016 LS67 / 4 CHANDELIER COVE	401-751-625-0000	60.09
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	19181-62009 LS 19- 611 E BEACH DR	401-751-625-0000	81.47
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	81131-62000 LS 56 / 112 MYRTLE AVE	401-751-625-0000	52.09
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	13230-40143 LS1/204 WASHINGTON AVE	401-751-625-0000	425.78
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	66001-63000 LS 12 / 3400 GOVT ST	401-751-625-0000	372.72
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	28611-62005 LS9 / 3227 CUMBERLAND RD	401-751-625-0000	350.59
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	05721-63001 LS 81/ 500 BIENVILLE BLVD	401-751-625-0000	52.36

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	51081-61007 LS 11 / 19 NOTTINGHAM RD	401-751-625-0000	269.34
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	02551-67009 LS 7-1319 IBERVILLE DR	401-751-625-0000	258.28
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	24241-63004 712 PINE DR/BARN SEWER	401-751-625-0000	250.44
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	30711-63000 LS 8 / 2000 BIENVILLE BLVD	401-751-625-0000	246.36
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	59481-63009 LS 10 / 2950 BIENVILLE	401-751-625-0000	217.84
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	36851-61007 LS 5 / 647 JACKSON AVE	401-751-625-0000	202.17
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	81971-62000 LS 18 / 300 BRUMBAUGH RD	401-751-625-0000	172.84
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	71041-62000 LS 13 / 102 BRYANT	401-751-625-0000	155.13
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	18961-63000 LS 15/ 509 SHADOWLAWN	401-751-625-0000	126.33
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	24421-62005 LS28/2826 BELMONT DR	401-751-625-0000	115.96
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	25071-63002 LS22/120 HOLCOLMB	401-751-625-0000	114.38
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	02534-53011 LS 88/ 1112 HELLMERS LN	401-751-625-0000	348.13
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	03411-63013 LS 32-1338 DILLER RD	401-751-625-0000	104.21
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	05916-40005 LS 74/401 RUE CHATEAUGUAY	401-751-625-0000	102.08
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	71671-62000 LS 47 / BREEZY HILL LN	401-751-625-0000	96.92
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	62051-64009 LS 6 / 261 LOVERS LANE	401-751-625-0000	104.98
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	16646-41044 LS 90/ 700 HIDDEN OAKS DR	401-751-625-0000	96.29
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	41231-62009 LS 20 / 113 HALSTEAD	401-751-625-0000	95.90
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	92921-62003 LS 4 / 202 CLEVELAND	401-751-625-0000	94.36
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	42281-63008 LS 21 / 100 HOLCOMB	401-751-625-0000	94.08
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	00691-62009 LS 14 - 424 WHISPERING PINES	401-751-625-0000	85.79
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	08871-63019 LS 83/ 1104 BIENVILLE BLVD	401-751-625-0000	84.80
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	30521-62001 LS 16 / 120 WOODLAND CIRCLE	401-751-625-0000	82.52
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	58461-62002 LS 24 / 417 HOLCOMB	401-751-625-0000	51.39
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	09101-62024 LS 60/107 HALSTEAD RD	401-751-625-0000	51.62
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	51721-62001 LS 57 / 703 PINE HILLS RD	401-751-625-0000	51.62
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	11431-62048 711 MAGNOLIA AVE HEADSTART	551-551-625-0000	2,215.85
MISSISSIPPI POWER COMPANY	INV0021228	09/19/2023	27637-29024 711 MAGNOLIA AVE YMCA	551-551-625-0000	2,935.13
Vendor 00156 - MISSISSIPPI POWER COMPANY Total:					81,440.63
Vendor: 01248 - MISSISSIPPI SONGWRITERS					
MISSISSIPPI SONGWRITERS	INV0021230	09/19/2023	JACKSON COUNTY ASSISTANCE FOR MARY C OPERATIONS	001-100-950-0956	20,000.00
Vendor 01248 - MISSISSIPPI SONGWRITERS Total:					20,000.00
Vendor: 003064 - MITCHELL'S TOWING SERVICE					
MITCHELL'S TOWING SERVICE	23-10819	09/19/2023	Maintenance tow for police vehicles	001-200-630-0000	100.00

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MITCHELL'S TOWING SERVICE	23-10936	09/19/2023	Maintenance tow for police vehicles	001-200-630-0000	100.00
MITCHELL'S TOWING SERVICE	23-11022	09/19/2023	Maintenance tow for police vehicles	001-200-630-0000	100.00
Vendor 003064 - MITCHELL'S TOWING SERVICE Total:					300.00
Vendor: 031061 - MONARCH TRACKING LLC					
MONARCH TRACKING LLC	INV60104	09/19/2023	GPS MONTHLY SERVICE	001-120-600-0600	44.00
MONARCH TRACKING LLC	INV60104	09/19/2023	GPS MONTHLY SERVICE	001-191-600-0600	66.00
MONARCH TRACKING LLC	INV60104	09/19/2023	GPS MONTHLY SERVICE	001-200-600-0600	242.00
MONARCH TRACKING LLC	INV60104	09/19/2023	GPS MONTHLY SERVICE	001-260-600-0600	88.00
MONARCH TRACKING LLC	INV60104	09/19/2023	GPS MONTHLY SERVICE	001-300-600-0600	825.00
MONARCH TRACKING LLC	INV60104	09/19/2023	GPS MONTHLY SERVICE	001-550-600-0600	484.00
MONARCH TRACKING LLC	INV60104	09/19/2023	GPS MONTHLY SERVICE	401-300-600-0600	495.00
MONARCH TRACKING LLC	INV69689	09/19/2023	GPS MONTHLY SERVICE SEPT 2023	001-120-600-0600	22.00
MONARCH TRACKING LLC	INV69689	09/19/2023	GPS MONTHLY SERVICE	001-191-600-0600	66.00
MONARCH TRACKING LLC	INV69689	09/19/2023	GPS MONTHLY SERVICE	001-200-600-0600	198.00
MONARCH TRACKING LLC	INV69689	09/19/2023	GPS MONTHLY SERVICE	001-260-600-0600	88.00
MONARCH TRACKING LLC	INV69689	09/19/2023	GPS MONTHLY SERVICE	001-300-600-0600	825.00
MONARCH TRACKING LLC	INV69689	09/19/2023	GPS MONTHLY SERVICE	001-550-600-0600	484.00
MONARCH TRACKING LLC	INV69689	09/19/2023	GPS MONTHLY SERVICE	401-300-600-0600	495.00
MONARCH TRACKING LLC	CM0000290	09/14/2023	CREDIT FOR RETURNED TRACKING EQUIPMENT	001-120-600-0600	-119.00
MONARCH TRACKING LLC	CM0000290	09/14/2023	CREDIT FOR RETURNED TRACKING EQUIPMENT	001-200-600-0600	-1,190.00
MONARCH TRACKING LLC	CM0000290	09/14/2023	CREDIT FOR RETURNED TRACKING EQUIPMENT	001-260-600-0600	-476.00
MONARCH TRACKING LLC	CM0000290	09/14/2023	CREDIT FOR RETURNED TRACKING EQUIPMENT	401-300-600-0600	-238.00
Vendor 031061 - MONARCH TRACKING LLC Total:					2,399.00
Vendor: 04329 - MS CHAPTER OF AMERICAN PLANNING ASSOC.					
MS CHAPTER OF AMERICAN P...	INV0021131	09/19/2023	DEEP SOUTH PLANNING CONFERENCE WADE MORGAN	001-190-605-0607	225.00
Vendor 04329 - MS CHAPTER OF AMERICAN PLANNING ASSOC. Total:					225.00
Vendor: 05332 - MSRWA					
MSRWA	INV0021229	09/19/2023	WASTEWATER CERTIFICATION BILOXI 10/16-10/20 C. DEP	401-751-605-0607	370.00
Vendor 05332 - MSRWA Total:					370.00
Vendor: 02219 - NATIONAL TIRE & BATTERY					
NATIONAL TIRE & BATTERY	00000438	09/19/2023	Tires and alignment for police vehicles	001-200-570-0000	29.99
Vendor 02219 - NATIONAL TIRE & BATTERY Total:					29.99
Vendor: 04667 - NEEL-SCHAFFER					
NEEL-SCHAFFER	1090310	09/19/2023	AUGUST 1 - 31, 2023	328-300-911-0002	4,655.00
NEEL-SCHAFFER	1090316	09/19/2023	DESIGN SERVICES (NEW DESIGN) AUG 2023	328-300-911-0000	870.00
NEEL-SCHAFFER	1090348	09/19/2023	11 MONTHS STORMWATER CONTRACT	001-191-626-0000	2,750.00
Vendor 04667 - NEEL-SCHAFFER Total:					8,275.00
Vendor: 031331 - NEWELL PAPER COMPANY					
NEWELL PAPER COMPANY	4156594	09/19/2023	US9691395 CLEANER, LYSOL, ALLPRP,32OZ	001-301-560-0000	264.00
Vendor 031331 - NEWELL PAPER COMPANY Total:					264.00
Vendor: 06095 - OCCUPATIONAL HEALTH CENTER INC					
OCCUPATIONAL HEALTH CEN...	334657	09/19/2023	EMPLOYEE VACCINATIONS 8/31/23	401-300-604-0000	78.00
OCCUPATIONAL HEALTH CEN...	335124	09/19/2023	DOT PHYSICAL EXAMINATION 9/1/23	401-300-604-0000	75.00
Vendor 06095 - OCCUPATIONAL HEALTH CENTER INC Total:					153.00

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: 04785 - PARIS ACE HARDWARE					
PARIS ACE HARDWARE	1221192	09/19/2023	led lights for concession stand at sportsplex	001-550-560-0000	139.98
PARIS ACE HARDWARE	41229773/41230225	09/19/2023	OPEN PO FOR Grounds Maintenance	001-550-563-0000	29.95
PARIS ACE HARDWARE	41230125	09/19/2023	open purchase order for building maintenance	001-550-560-0000	4.13
PARIS ACE HARDWARE	41230221	09/19/2023	BR350 STIHL Backpack Blower	001-550-548-0000	316.79
PARIS ACE HARDWARE	41230221	09/19/2023	FS91R STIHL Trimmer	001-550-548-0000	783.18
PARIS ACE HARDWARE	41230225	09/19/2023	Pallet of bottled water for Grounds maintenance	001-550-560-0000	359.97
PARIS ACE HARDWARE	41230385	09/19/2023	open purchase order for building maintenance	001-550-560-0000	17.99
PARIS ACE HARDWARE	41230735	09/19/2023	open purchase order for building maintenance	001-550-560-0000	35.85
PARIS ACE HARDWARE	41230736	09/19/2023	OPEN PO FOR Grounds Maintenance	001-550-563-0000	37.30
PARIS ACE HARDWARE	41231049	09/19/2023	open purchase order for building maintenance	001-550-560-0000	39.36
PARIS ACE HARDWARE	41235011	09/19/2023	OPEN PO FOR Grounds Maintenance	001-550-563-0000	59.19
PARIS ACE HARDWARE	41235188	09/19/2023	OPEN PO FOR Grounds Maintenance	001-550-563-0000	7.74
PARIS ACE HARDWARE	41235201	09/19/2023	open purchase order for building maintenance	001-550-560-0000	31.93
PARIS ACE HARDWARE	41235324	09/19/2023	Stihl Chainsaws	001-260-548-0000	527.97
PARIS ACE HARDWARE	41235703	09/19/2023	open purchase order for building maintenance	001-550-560-0000	3.23
PARIS ACE HARDWARE	41236820	09/19/2023	open purchase order for building maintenance	001-550-563-0000	13.66
PARIS ACE HARDWARE	41236963	09/19/2023	open purchase order for Grounds Maintenance	001-550-560-0000	24.30
PARIS ACE HARDWARE	41237289	09/19/2023	open purchase order to ground maintenance	001-550-560-0000	6.46
PARIS ACE HARDWARE	41237339	09/19/2023	open purchase order for Building Maintenance.Scott	001-550-563-0000	7.73
PARIS ACE HARDWARE	41237456	09/19/2023	open purchase order for Building Maintenance.Scott	001-550-563-0000	29.13
PARIS ACE HARDWARE	41237477	09/19/2023	LED PAR20 E26 DL 50W DIM	101-510-630-0000	85.03
PARIS ACE HARDWARE	41238152	09/19/2023	open purchase order for Building Maintenance.Scott	001-550-563-0000	44.66
PARIS ACE HARDWARE	41239926	09/19/2023	open PO for building maintenance supplies	001-550-560-0000	53.97
PARIS ACE HARDWARE	41240104	09/19/2023	open purchase order for building maintenance	001-550-560-0000	10.72
PARIS ACE HARDWARE	41240209	09/19/2023	open purchase order for building maintenance	001-550-560-0000	57.09
PARIS ACE HARDWARE	41241935	09/19/2023	repair parts and supplies for grounds maintenance	001-550-560-0000	30.56
PARIS ACE HARDWARE	41241947	09/19/2023	Citywide Maintenance Supplies	001-140-643-0000	33.24
PARIS ACE HARDWARE	242114	09/19/2023	OPEN PO for Ground Maintenance	001-550-630-0000	18.00
PARIS ACE HARDWARE	41242235	09/19/2023	open purchase order for building maintenance	001-550-560-0000	34.04
PARIS ACE HARDWARE	41242269	09/19/2023	open purchase order for building maintenance	001-550-560-0000	23.91
PARIS ACE HARDWARE	41242471	09/19/2023	OPEN PO for Ground Maintenance	001-550-630-0000	30.18
PARIS ACE HARDWARE	41242645	09/19/2023	OPEN PO FOR Grounds Maintenance	001-550-563-0000	5.18
Vendor 04785 - PARIS ACE HARDWARE Total:					2,902.42

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: 02909 - PATRICIA PINSON					
PATRICIA PINSON	INV0021231	09/19/2023	MUSEUM AND GALLERY SERVICES AUG 2023	001-196-688-0000	527.00
Vendor 02909 - PATRICIA PINSON Total:					527.00
Vendor: 00549 - PDQ PRINTING, INC.					
PDQ PRINTING, INC.	69364	09/19/2023	#10 WINDOW ENVELOPE	001-140-500-0000	458.00
Vendor 00549 - PDQ PRINTING, INC. Total:					458.00
Vendor: 031861 - PREMIER LANDSCAPING LLC					
PREMIER LANDSCAPING LLC	623	09/19/2023	HWY 90 MEDIANS 9/6/23	001-301-600-0601	1,400.00
PREMIER LANDSCAPING LLC	623	09/19/2023	PUBLIC SAFETY COMPLEX 9/4 AND 9/11	001-301-600-0601	1,340.00
PREMIER LANDSCAPING LLC	623	09/19/2023	ZONE 2: HANSHAW RD 9/13	001-301-600-0601	400.00
PREMIER LANDSCAPING LLC	623	09/19/2023	ZONE 3: GOVERNMENT ST 9/14	001-301-600-0601	1,600.00
Vendor 031861 - PREMIER LANDSCAPING LLC Total:					4,740.00
Vendor: 21-0025 - QUADIENT FINANCE USA INC					
QUADIENT FINANCE USA INC	INV0021232	09/19/2023	POSTAGE METER FUNDING 8/28/23	001-140-606-0000	1,000.00
Vendor 21-0025 - QUADIENT FINANCE USA INC Total:					1,000.00
Vendor: 21-0066 - QUADIENT, INC					
QUADIENT, INC	N10088134	09/19/2023	POSTAGE METER LEASE 6/30/23 - 9/29/23	001-140-606-0000	619.23
Vendor 21-0066 - QUADIENT, INC Total:					619.23
Vendor: 02830 - RADARSIGN, LLC					
RADARSIGN, LLC	INV1170	09/19/2023	TC-600 S TC-600 Solar Power Radar Sign 13" Display	001-100-924-0903	5,676.00
RADARSIGN, LLC	INV1170	09/19/2023	AA048 Optional Mounting Hardware Kt Universal Bolt	001-100-924-0903	16.00
RADARSIGN, LLC	INV1170	09/19/2023	4% Discount & Shipping Cost	001-100-924-0903	-6.00
RADARSIGN, LLC	INV1170	09/19/2023	TC-600 S TC-600 Solar Power Radar Sign 13" Display	001-100-924-0904	1,714.00
Vendor 02830 - RADARSIGN, LLC Total:					7,400.00
Vendor: 04421 - RED BUD SUPPLY COMPANY, INC.					
RED BUD SUPPLY COMPANY, ...	184841	09/19/2023	#RUR36-200 36X36 VINYL REFLECTIVE ROLL UP W/ RIBS	401-751-548-0000	179.90
RED BUD SUPPLY COMPANY, ...	184841	09/19/2023	#3030W21BHAC30X30 ALUMINUM REFLECTIVE SIGN BLK/ORG	401-751-548-0000	177.00
Vendor 04421 - RED BUD SUPPLY COMPANY, INC. Total:					356.90
Vendor: 00889 - REDD PEST CONTROL CO OF GULFPORT MS					
REDD PEST CONTROL CO OF ...	894897	09/19/2023	QRTL Y PEST CONTROL OS CIVIC CENTER	001-195-630-0000	78.28
REDD PEST CONTROL CO OF ...	894884	09/19/2023	QTRLY PEST CONTROL MARY C	001-196-630-0000	82.69
Vendor 00889 - REDD PEST CONTROL CO OF GULFPORT MS Total:					160.97
Vendor: 02595 - RUSSOM'S GULF COAST INC					
RUSSOM'S GULF COAST INC	231085	09/19/2023	Labor	001-200-630-0000	809.82
RUSSOM'S GULF COAST INC	231085	09/19/2023	55801066A H Bar Polished	001-200-630-0000	158.99
RUSSOM'S GULF COAST INC	231085	09/19/2023	Shop supplies	001-200-630-0000	45.00
RUSSOM'S GULF COAST INC	231085	09/19/2023	59600011 Trim front	001-200-630-0000	40.99
RUSSOM'S GULF COAST INC	231085	09/19/2023	58900074DVU Fender Front	001-200-630-0000	1,008.99
RUSSOM'S GULF COAST INC	231085	09/19/2023	5921174A Trim front	001-200-630-0000	23.98
RUSSOM'S GULF COAST INC	231085	09/19/2023	12200092 Clip	001-200-630-0000	11.94
RUSSOM'S GULF COAST INC	231085	09/19/2023	7624 Nut	001-200-630-0000	7.96
RUSSOM'S GULF COAST INC	231085	09/19/2023	3560WA Tee bolt	001-200-630-0000	3.98
RUSSOM'S GULF COAST INC	231085	09/19/2023	61400057 Trim skirt	001-200-630-0000	30.99
RUSSOM'S GULF COAST INC	231085	09/19/2023	3561WC Tee bolt	001-200-630-0000	3.98
RUSSOM'S GULF COAST INC	230355	09/19/2023	90200506 Guard, s-bag, assy, lh, chrm	001-200-630-0000	190.99

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
RUSSOM'S GULF COAST INC	230355	09/19/2023	50621-06A FTPEG, pass, operator	001-200-630-0000	110.99
RUSSOM'S GULF COAST INC	230355	09/19/2023	42859-06B kit brk frt lever polishe	001-200-630-0000	72.99
RUSSOM'S GULF COAST INC	230355	09/19/2023	90200505 Tube assy, lower, rh	001-200-630-0000	68.99
RUSSOM'S GULF COAST INC	230355	09/19/2023	25700388 Clutch cover chrome	001-200-630-0000	64.99
RUSSOM'S GULF COAST INC	230355	09/19/2023	90200507 Guard,s-bag, assy, rh, chrm	001-200-630-0000	190.99
RUSSOM'S GULF COAST INC	230355	09/19/2023	Shop supplies	001-200-630-0000	48.98
RUSSOM'S GULF COAST INC	230355	09/19/2023	Gasket primary cover	001-200-630-0000	41.99
RUSSOM'S GULF COAST INC	230355	09/19/2023	17369-06 Kit gasket	001-200-630-0000	5.99
RUSSOM'S GULF COAST INC	230355	09/19/2023	90200505 Tube assy, lower, lh	001-200-630-0000	68.99
RUSSOM'S GULF COAST INC	230355	09/19/2023	66010-97E Battery	001-200-630-0000	194.99
RUSSOM'S GULF COAST INC	230355	09/19/2023	Oil SYN3, 1qt, btl	001-200-630-0000	17.99
RUSSOM'S GULF COAST INC	230355	09/19/2023	25700418 Cover pri chrm	001-200-630-0000	305.99
RUSSOM'S GULF COAST INC	230355	09/19/2023	Labor	001-200-630-0000	445.40
RUSSOM'S GULF COAST INC	230355	09/19/2023	49184-09A kit eng guard asy, frt, chr	001-200-630-0000	303.99
RUSSOM'S GULF COAST INC	230355	09/19/2023	90200499 Support rh sbag chrm	001-200-630-0000	229.99
Vendor 02595 - RUSSOM'S GULF COAST INC Total:					4,510.86
Vendor: 01567 - RYAN HEATH					
RYAN HEATH	INV0021233	09/19/2023	MEAL REIMBURSEMENT STARKVILLE, MS 9/6-9/7	001-260-605-0607	26.06
Vendor 01567 - RYAN HEATH Total:					26.06
Vendor: 06025 - SALTUS TECHNOLOGIES					
SALTUS TECHNOLOGIES	2309-30	09/19/2023	FINAL CONTRACT PAYMENT	001-200-602-0605	867.10
Vendor 06025 - SALTUS TECHNOLOGIES Total:					867.10
Vendor: 04763 - SLAUGHTER & ASSOCIATES, PLLC					
SLAUGHTER & ASSOCIATES, PL...	S-25725	09/19/2023	MUNICIPAL GROWTH 7/31 - 8/18	001-100-600-0601	3,676.79
Vendor 04763 - SLAUGHTER & ASSOCIATES, PLLC Total:					3,676.79
Vendor: 03626 - SOUTHERN TIRE MART, LLC					
SOUTHERN TIRE MART, LLC	2500135744	09/19/2023	REIMBURSEMENT OF WASTE TIRE FEE 198	001-301-570-0000	6.00
SOUTHERN TIRE MART, LLC	2500135744	09/19/2023	REIMBURSEMENT OF WASTE TIRE FEE 198	001-301-570-0000	9.00
SOUTHERN TIRE MART, LLC	2500135744	09/19/2023	275/60R20 ZEETEX SU1000 Z1200040236 #1 ADMIN	001-301-570-0000	603.48
SOUTHERN TIRE MART, LLC	2500135744	09/19/2023	225/75R15 102S CAVALRY A/S WSW RL 1179 STREET	001-301-570-0000	244.84
SOUTHERN TIRE MART, LLC	2500135744	09/19/2023	LT245/75R16/10 JK BLAZZE HT JK17J36671	001-301-570-0000	410.20
SOUTHERN TIRE MART, LLC	2500135744	09/19/2023	ST205/75R15/8 CARAWAY ST CWT2005 STREET	001-301-570-0000	433.44
SOUTHERN TIRE MART, LLC	2500135744	09/19/2023	REIMBURSEMENT OF WASTE TIRE FEE 198	001-301-570-0000	4.00
SOUTHERN TIRE MART, LLC	2500135744	09/19/2023	REIMBURSEMENT OF WASTE TIRE FEE 198	001-301-570-0000	4.00
SOUTHERN TIRE MART, LLC	2500135744	09/19/2023	11R22.5/14 ROADONE LLD37PT RL2003 ALL	401-750-570-0000	1,048.00
SOUTHERN TIRE MART, LLC	2500135744	09/19/2023	REIMBURSEMENT OF WASTE TIRE FEE 199	401-750-570-0000	8.00
SOUTHERN TIRE MART, LLC	2500135744	09/19/2023	265/70R17 ZEETEX HT1000 Z120003867 #11 WATER	401-750-570-0000	574.86
SOUTHERN TIRE MART, LLC	2500135744	09/19/2023	REIMBURSEMENT OF WASTE TIRE FEE 198	401-750-570-0000	6.00
SOUTHERN TIRE MART, LLC	2500135744	09/19/2023	REIMBURSEMENT OF WASTE TIRE FEE 198	401-750-570-0000	6.00
SOUTHERN TIRE MART, LLC	2500135744	09/19/2023	265/50R20 RDONE CAVALRY CUV 4X4 RL1331 MAYOR	401-750-570-0000	580.44

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SOUTHERN TIRE MART, LLC	2500135744	09/19/2023	11R22.5/14 ROADONE F816PT AP ALL	401-751-570-0000	1,008.00
SOUTHERN TIRE MART, LLC	2500135744	09/19/2023	REIMBURSEMENT OF WASTE TIRE FEE 199	401-751-570-0000	8.00
Vendor 03626 - SOUTHERN TIRE MART, LLC Total:					4,954.26
Vendor: 02297 - SWEETWATER SOUND, LLC					
SWEETWATER SOUND, LLC	37724106	09/19/2023	Theater Equipment	001-196-560-0000	839.91
Vendor 02297 - SWEETWATER SOUND, LLC Total:					839.91
Vendor: 003163 - TCSWARE, INC					
TCSWARE, INC	153038	09/19/2023	HAVIS 11-20 HD Charger Mount	008-255-916-0000	6,552.50
TCSWARE, INC	153038.1	09/19/2023	HAVIS 2020 Durango Premium	008-255-916-0000	13,145.00
TCSWARE, INC	153038.2	09/19/2023	HAVIS ChargeGaurd	008-255-916-0000	2,850.00
Vendor 003163 - TCSWARE, INC Total:					22,547.50
Vendor: 02614 - THE CAPITOL GROUP, LLC					
THE CAPITOL GROUP, LLC	INV0021234	09/19/2023	CITY / GOVT RELATIONS AUG 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...	293141-202308-1	09/19/2023	CURRENT AND CONTRACT CHARGES AUG 2023	001-200-602-0000	608.20
Vendor 05956 - TRANSUNION RISK & ALTERNATIVE DATA Total:					608.20
Vendor: 06233 - TYLER TECHNOLOGIES, INC.					
TYLER TECHNOLOGIES, INC.	025-427211	09/19/2023	ERP PRO 9/10 SOFTWARE MAINT. 2/1/23 - 1/31/24	001-140-602-0000	29,076.00
TYLER TECHNOLOGIES, INC.	025-427211	09/19/2023	ERP PRO 9/10 SOFTWARE MAINT. 2/1/23 - 1/31/24	401-300-602-0000	25,657.00
Vendor 06233 - TYLER TECHNOLOGIES, INC. Total:					54,733.00
Vendor: 01476 - UNIFIRST HOLDINGS, INC					
UNIFIRST HOLDINGS, INC	1530095426	09/19/2023	UNIFORM SERVICES AND CHARGES	001-300-535-0530	256.39
UNIFIRST HOLDINGS, INC	1530095426	09/19/2023	GARMENT AND MATERIAL MAINTENANCE	001-300-535-0530	45.59
UNIFIRST HOLDINGS, INC	1530095426	09/19/2023	DEFE CHARGE AND ENERGY SURCHARGE	001-300-535-0530	7.95
UNIFIRST HOLDINGS, INC	1530095426	09/19/2023	MATS AND WIPERS	001-300-560-0000	78.25
UNIFIRST HOLDINGS, INC	1530095426	09/19/2023	UNIFORM SERVICES AND CHARGES	401-300-535-0530	200.67
UNIFIRST HOLDINGS, INC	1530095426	09/19/2023	DEFE CHARGE AND ENERGY SURCHARGE	401-750-535-0530	8.00
UNIFIRST HOLDINGS, INC	1530095426	09/19/2023	GARMENT AND MATERIAL MAINTENANCE	401-750-535-0530	45.56
UNIFIRST HOLDINGS, INC	1530096955	09/19/2023	DEFE CHARGE AND ENERGY SURCHARGE	001-300-535-0530	7.95
UNIFIRST HOLDINGS, INC	1530096955	09/19/2023	UNIFORM SERVICES AND CHARGES	001-300-535-0530	232.57
UNIFIRST HOLDINGS, INC	1530096955	09/19/2023	GARMENT AND MATERIAL MAINTENANCE	001-300-535-0530	42.50
UNIFIRST HOLDINGS, INC	1530096955	09/19/2023	MATS AND WIPERS	001-300-560-0000	78.25
UNIFIRST HOLDINGS, INC	1530096955	09/19/2023	UNIFORM SERVICES AND CHARGES	401-300-535-0530	200.67
UNIFIRST HOLDINGS, INC	1530096955	09/19/2023	GARMENT AND MATERIAL MAINTENANCE	401-750-535-0530	42.48
UNIFIRST HOLDINGS, INC	1530096955	09/19/2023	DEFE CHARGE AND ENERGY SURCHARGE	401-750-535-0530	8.00
Vendor 01476 - UNIFIRST HOLDINGS, INC Total:					1,254.83
Vendor: 06223 - UNITI FIBER LLC					
UNITI FIBER LLC	406383	09/19/2023	CITYWIDE FIBER INTERNET SEPT 2023	001-140-613-0000	2,832.66
Vendor 06223 - UNITI FIBER LLC Total:					2,832.66

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: 04346 - WASTE PRO GAUTIER					
WASTE PRO GAUTIER	0001331106	09/19/2023	Sewage container/dump site fee Oct 2022-Sept 2023	401-320-686-0000	60.00
WASTE PRO GAUTIER	0001331142	09/19/2023	RESIDENTIAL WASTE AND RECYCLING OCT 2022-SEPT 2023	401-320-686-0000	113,353.72
Vendor 04346 - WASTE PRO GAUTIER Total:					113,413.72
Vendor: 04784 - WEX BANK					
WEX BANK	91642774	09/19/2023	CITY FUEL CHARGES AUG 2023	001-200-525-0000	466.29
Vendor 04784 - WEX BANK Total:					466.29
Vendor: 003118 - WHITE CAP, LP					
WHITE CAP, LP	50023427137	09/19/2023	240179120 1/2"X3000' MULE TAPE 1250LB TEST 1	001-352-560-0000	282.38
Vendor 003118 - WHITE CAP, LP Total:					282.38
Grand Total:					474,136.43

Fund Summary

Fund	Expense Amount
001 - GENERAL	202,795.18
008 - FOOD AND BEVERAGE TAX 2%	37,461.34
101 - LIBRARY	85.03
318 - GAY LEMON (MS WILDLIFE / NPS)	375.00
328 - TIDELANDS GRANTS	5,525.00
401 - UTILITY ENTERPRISE	221,607.12
551 - TACONI BUILDING	6,287.76
Grand Total:	474,136.43

Account Summary

Account Number	Account Name	Expense Amount
001-001-108-0000	FACILITY RENTAL DEPOS...	300.00
001-001-316-0001	AFTER SCHOOL/SUMME...	75.00
001-001-316-0002	ATHLETIC PROGRAM RE...	70.00
001-100-600-0601	ANNEXATION FEES	4,876.79
001-100-924-0903	WARD 3 CAPITAL IMPR...	5,686.00
001-100-924-0904	WARD 4 CAPITAL IMPR...	1,714.00
001-100-950-0956	MARY C NON-PROFIT	20,000.00
001-110-602-0000	COMPUTER SOFTWARE ...	151.99
001-120-552-0000	YOUTH COUNCIL SUPPLI...	1,245.00
001-120-600-0600	CONTRACTUAL SERVICES	-53.00
001-120-600-0612	ENGINEERING FEES	993.50
001-120-602-0000	COMPUTER SOFTWARE ...	47.98
001-120-605-0607	TRAVEL/TRAINING/SEM...	250.39
001-120-608-0000	LOBBYISTS / CONSULTA...	3,300.00
001-120-630-0000	GENERAL REPAIRS & MA...	421.08
001-120-686-0000	DUES/MEMBERSHIPS/S...	65.95
001-140-500-0000	OFFICE SUPPLIES	487.98
001-140-535-0531	UNIFORMS	481.78
001-140-602-0000	COMPUTER SOFTWARE ...	29,099.99
001-140-605-0607	TRAVEL/TRAINING/SEM...	517.37
001-140-606-0000	POSTAGE	1,619.23
001-140-610-0000	ADVERTISING	632.80
001-140-612-0000	TELEPHONE - KLOUD 7	4,041.84
001-140-613-0000	CITYWIDE INTERNET SER...	2,832.66
001-140-625-0000	UTILITIES	2,141.06
001-140-643-0000	CITY WIDE BUILDING MA...	135.48
001-180-602-0000	COMPUTER SOFTWARE ...	84.99
001-180-604-0000	PHYSICAL EXAMS & TEST...	1,078.00
001-190-602-0000	COMPUTER SOFTWARE ...	40.24
001-190-605-0607	TRAVEL/TRAINING/SEM...	225.00
001-190-610-0000	ADVERTISING	189.70
001-191-563-0000	REPAIR PARTS & SUPPLI...	244.98
001-191-570-0000	TIRES AND TUBES	47.00
001-191-600-0600	CONTRACTUAL SERVICES	132.00
001-191-626-0000	STORMWATER PERMIT ...	2,750.00
001-193-625-0000	UTILITIES	785.21
001-194-625-0000	UTILITIES	1,607.06
001-195-630-0000	GENERAL REPAIRS & MA...	78.28
001-196-560-0000	MATERIALS & SUPPLIES	839.91
001-196-600-0002	CLEANING SERVICES	800.00
001-196-602-0000	COMPUTER SOFTWARE ...	264.99
001-196-625-0000	UTILITIES	4,617.15
001-196-630-0000	GENERAL REPAIRS & MA...	508.31
001-196-645-0000	CITY MUSEUM	49.76
001-196-688-0000	SPECIAL SERVICES - MAR...	800.00
001-197-625-0000	UTILITIES	140.22

Account Summary

Account Number	Account Name	Expense Amount
001-200-500-0000	OFFICE SUPPLIES	76.10
001-200-520-0000	PRISONER COSTS	7,000.00
001-200-525-0000	GAS AND OIL	806.31
001-200-563-0000	REPAIR PARTS & SUPPLI...	969.94
001-200-570-0000	TIRES AND TUBES	29.99
001-200-600-0600	CONTRACTUAL SERVICES	-750.00
001-200-602-0000	COMPUTER SOFTWARE ...	608.20
001-200-602-0605	PTS & DIGITICKET MAIN...	867.10
001-200-605-0607	TRAVEL/TRAINING/SEM...	537.58
001-200-611-0000	TELEPHONE	1,275.76
001-200-612-0000	TELEPHONE SERVICE - P...	204.00
001-200-625-0000	UTILITIES	852.44
001-200-630-0000	GENERAL REPAIRS & MA...	5,315.86
001-200-686-0000	DUES/MEMBERSHIPS/S...	156.00
001-260-500-0000	OFFICE SUPPLIES	12.79
001-260-525-0000	GAS AND OIL	47.00
001-260-535-0531	UNIFORMS	162.64
001-260-548-0000	SMALL TOOLS & EQUIP...	527.97
001-260-560-0000	MATERIALS & SUPPLIES	74.39
001-260-600-0600	CONTRACTUAL SERVICES	-300.00
001-260-602-0000	COMPUTER SOFTWARE ...	23.99
001-260-605-0607	TRAVEL/TRAINING/SEM...	26.06
001-260-625-0000	UTILITIES	1,337.40
001-300-535-0530	UNIFORM ALLOWANCES...	592.95
001-300-560-0000	MATERIALS & SUPPLIES	156.50
001-300-600-0600	CONTRACTUAL SERVICES	1,650.00
001-300-602-0000	COMPUTER SOFTWARE ...	23.99
001-300-625-0000	UTILITIES	3,511.95
001-300-630-0000	GENERAL REPAIRS & MA...	2,796.00
001-301-525-0000	GAS AND OIL	3,672.30
001-301-543-0000	CHEMICALS	8,816.65
001-301-560-0000	MATERIALS & SUPPLIES	631.35
001-301-563-0000	REPAIR PARTS & SUPPLI...	2,730.21
001-301-566-0000	SIGNS AND SIGN MATER...	393.10
001-301-570-0000	TIRES AND TUBES	1,714.96
001-301-600-0601	LANDSCAPING CONTRA...	4,740.00
001-301-625-0000	UTILITIES	32,787.48
001-350-560-0000	MATERIALS & SUPPLIES	565.82
001-350-563-0000	REPAIR PARTS & SUPPLI...	114.68
001-352-560-0000	MATERIALS & SUPPLIES	1,755.79
001-352-563-0000	REPAIR PARTS & SUPPLI...	676.73
001-352-630-0000	GENERAL REPAIRS & MA...	1,316.06
001-352-906-0000	DRAINAGE PROJECTS	1,290.11
001-353-546-0000	LANDSCAPE MATERIALS...	206.50
001-550-540-0540	AFTER SCHOOL SUMMER..	250.01
001-550-540-0542	POTTERY SUPPLIES	531.47
001-550-548-0000	SMALL TOOLS & EQUIP...	1,099.97
001-550-560-0000	MATERIALS & SUPPLIES	873.49
001-550-563-0000	REPAIR PARTS & SUPPLI...	401.16
001-550-570-0000	TIRES AND TUBES	468.18
001-550-575-0000	VEHICLE REPAIR PARTS &..	134.31
001-550-600-0600	CONTRACTUAL SERVICES	968.00
001-550-602-0000	COMPUTER SOFTWARE ...	875.99
001-550-625-0000	UTILITIES	7,100.18
001-550-630-0000	GENERAL REPAIRS & MA...	89.60
001-550-688-0000	SPECIAL SERVICES	2,155.50
001-550-690-0000	SUMMER CAMP FIELD TR..	1,425.00
008-255-916-0000	MACHINERY & EQUIPM...	22,547.50

Account Summary

Account Number	Account Name	Expense Amount
008-550-603-0001	ALICE ST LIGHT LEASE	1,160.00
008-550-603-0003	FREEDOM FIELD LIGHT L...	3,970.00
008-550-603-0004	BEACH WALKWAY/STRE...	1,170.00
008-650-600-0600	CONTRACTUAL SERVICES	8,613.84
101-510-630-0000	GENERAL REPAIRS & MA...	85.03
318-330-600-0600	CONTRACTUAL SERVICES	375.00
328-300-911-0000	CONSTRUCTION COST - ...	870.00
328-300-911-0002	CONSTRUCTION - WASH...	4,655.00
401-300-535-0530	UNIFORMS	401.34
401-300-600-0600	CONTRACTUAL SERVICES	752.00
401-300-602-0000	COMPUTER SOFTWARE ...	25,657.00
401-300-604-0000	PHYSICAL EXAMS & TEST...	365.00
401-320-686-0000	GARBAGE & TRASH RE...	113,413.72
401-705-560-0000	MATERIALS & SUPPLIES	29.79
401-710-535-0531	UNIFORMS	146.49
401-710-548-0000	SMALL TOOLS & EQUIP...	512.42
401-710-560-0000	MATERIALS & SUPPLIES	87.70
401-710-606-0000	POSTAGE	4,892.90
401-710-918-0000	WATER METERS AND RE...	625.00
401-750-525-0000	GAS AND OIL	2,448.20
401-750-535-0530	UNIFORM ALLOWANCES...	104.04
401-750-560-0000	MATERIALS & SUPPLIES	214.12
401-750-563-0000	REPAIR PARTS & SUPPLI...	385.00
401-750-570-0000	TIRES AND TUBES	2,223.30
401-750-625-0000	UTILITIES	10,011.09
401-750-630-0000	GENERAL REPAIRS & MA...	2,032.17
401-750-691-0000	WATER SERVICE JCUA	14,797.62
401-750-924-0000	WATER TOWER MAINTEN...	4,200.00
401-751-543-0000	CHEMICALS	3,111.04
401-751-548-0000	SMALL TOOLS & EQUIP...	416.40
401-751-560-0000	MATERIALS & SUPPLIES	1,136.29
401-751-570-0000	TIRES AND TUBES	1,016.00
401-751-571-0000	UTILITY SYSTEMS PARTS...	7,227.67
401-751-605-0607	TRAVEL/TRAINING/SEM...	441.00
401-751-625-0000	UTILITIES	6,287.50
401-751-630-0000	GENERAL REPAIRS & MA...	9,565.00
401-751-923-0908	SEWER IMPROVEMENTS	7,235.72
401-800-810-0005	INTEREST - WATER IMP...	155.25
401-800-820-0005	PRINCIPAL - WATER IMP...	1,716.35
551-551-625-0000	UTILITIES - TACONI	5,317.76
551-551-630-0000	GENERAL REPAIRS & MA...	970.00
Grand Total:		474,136.43

Project Account Summary

Project Account Key	Expense Amount
None	474,136.43
Grand Total:	474,136.43



Ocean Springs, MS

Receipt Register
Invoice Detail
POPKT05523 - NOLA

Vendor Number: 02197 Vendor Name: PROJECT NOLA Vendor Total Discount: 0.00 Invoice Total: 10,450.00

Invoice Number	Bank Code	1099	Single Chk	On Hold	Item Date	Post Date	Due Date	Discount Date	Amount	Shipping	Sales Tax	Discount	Invoice Total
INV0021356	AP Bank				9/19/2023	9/19/2023	9/19/2023	9/19/2023	10,450.00	0.00	0.00	0.00	10,450.00

Description: Add additional year of cloud service for cameras

Purchase Order

Number	Description	Status	Issued Date	Amount	Shipping	Sales Tax	PO Total
OSP0006231	Add additional year of cloud service for cameras	Received	10/18/2022	10,450.00	0.00	0.00	10,450.00

Receipted Item

Item	Commodity Code	Receipt Status	Units	Price	Amount	Shipping	Sales Tax	Use Tax	Discount	Item Total
SEPTEMBER 2022 - 2023	Goods	Complete	12.00	550.00	6,600.00	0.00	0.00	0.00	0.00	6,600.00

Distributions

Account	Account Name	Project Account Key	Separate Sales Tax	Dist. %	Dist. Amount
001-200-602-0000	COMPUTER SOFTWARE & SUPPORT			100.00%	6,600.00

Receipted Item

Item	Commodity Code	Receipt Status	Units	Price	Amount	Shipping	Sales Tax	Use Tax	Discount	Item Total
Additional year of cloud service	Goods	Complete	7.00	550.00	3,850.00	0.00	0.00	0.00	0.00	3,850.00

Distributions

Account	Account Name	Project Account Key	Separate Sales Tax	Dist. %	Dist. Amount
001-200-602-0000	COMPUTER SOFTWARE & SUPPORT			100.00%	3,850.00

Packet Totals
Vendors: 1 Invoices: 1 Purchase Orders: 1 Amount: 10,450.00 Shipping: 0.00 Tax: 0.00 Discount: 0.00 Total Amount: 10,450.00

Purchase Order Summary

Purchase Order Number	Description	Invoice Amount	Invoice Shipping	Invoice Sales Tax	Invoice Discount	Invoice Total
OSP0006231	Add additional year of cloud service for cam	10,450.00	0.00	0.00	0.00	10,450.00
	Total:	10,450.00	0.00	0.00	0.00	10,450.00

Bank Code Summary

Bank Code	Invoice Amount	Invoice Shipping	Invoice Sales Tax	Invoice Discount	Invoice Total
AP Bank	10,450.00	0.00	0.00	0.00	10,450.00
Total:	10,450.00	0.00	0.00	0.00	10,450.00



Ocean Springs, MS

Payroll Distribution Register

Earning Expense Account Summary

For Pay Period: 08/19/2023 - 09/01/2023

9/8/23
Bi Weekly

Payroll Set: 01-Payroll Set 01

Packet: PYPKT01092-08.19.23 to 09.01.23 PD 09.08.23

Fund	Account Number	Account Name	Amount
001	<u>001-110-420-0000</u>	SALARIES	\$3,769.60
001	<u>001-120-420-0000</u>	SALARIES	\$2,284.80
001	<u>001-120-422-0000</u>	SALARIES - PART TIME	\$508.50
001	<u>001-140-420-0000</u>	SALARIES	\$6,381.61
001	<u>001-180-420-0000</u>	SALARIES	\$2,633.36
001	<u>001-190-420-0000</u>	SALARIES	\$4,023.61
001	<u>001-191-420-0000</u>	SALARIES	\$6,725.86
001	<u>001-196-420-0000</u>	SALARIES	\$3,714.80
001	<u>001-200-410-0000</u>	SALARY - SCHOOL CROSSING GUARD	\$2,580.00
001	<u>001-200-420-0000</u>	SALARIES	\$75,034.04
001	<u>001-200-421-0000</u>	SALARIES - AUXILIARY	\$592.00
001	<u>001-200-430-0402</u>	OVERTIME PAY	\$11,287.03
001	<u>001-200-430-0403</u>	OVERTIME - DOWNTOWN DETAIL	\$1,529.25
001	<u>001-200-431-0000</u>	HOLIDAY PAY	\$1,994.08
001	<u>001-200-432-0000</u>	PERSONAL (TERMINAL) PAY	\$6,120.00
001	<u>001-200-446-0000</u>	GRANT-FBI O/T	\$675.00
001	<u>001-260-420-0000</u>	SALARIES	\$63,091.76
001	<u>001-260-430-0402</u>	OVERTIME PAY	\$185.33
001	<u>001-300-420-0000</u>	SALARIES	\$2,556.81
001	<u>001-300-430-0402</u>	OVERTIME PAY	\$101.69
001	<u>001-301-420-0000</u>	SALARIES	\$14,049.27
001	<u>001-350-420-0000</u>	SALARIES	\$2,538.16
001	<u>001-351-420-0000</u>	SALARIES	\$2,552.00
001	<u>001-351-430-0402</u>	OVERTIME PAY	\$39.15
001	<u>001-352-420-0000</u>	SALARIES	\$7,936.97
001	<u>001-353-420-0000</u>	SALARIES	\$3,539.20
001	<u>001-550-420-0000</u>	SALARIES	\$27,627.92
001	<u>001-550-420-0003</u>	SALARIES - INSTRUCTORS	\$726.00
001	<u>001-550-422-0000</u>	PARKS PART TIME	\$5,948.00
001	<u>001-550-430-0402</u>	OVERTIME PAY	\$2,272.30
401	<u>401-300-420-0000</u>	SALARIES	\$13,375.58
401	<u>401-320-420-0000</u>	SALARIES	\$4,786.40
401	<u>401-320-430-0400</u>	CITY DUMP OVERTIME PAY	\$189.00
401	<u>401-320-430-0403</u>	OVERTIME - WEEKEND TRASH PICKUP	\$1,052.87
401	<u>401-710-420-0000</u>	SALARIES	\$5,524.80
401	<u>401-710-430-0402</u>	OVERTIME PAY	\$228.08
401	<u>401-750-420-0000</u>	SALARIES	\$9,045.61
401	<u>401-750-430-0402</u>	OVERTIME PAY	\$1,196.38
401	<u>401-751-420-0000</u>	SALARIES	\$8,804.11
401	<u>401-751-430-0402</u>	OVERTIME PAY	\$63.29
Earnings Expense Account Summary Totals			\$307,284.22



Ocean Springs, MS

Payroll Distribution Register

Accounts Payable Posting Recap

For Pay Period: 08/19/2023 - 09/01/2023

Payroll Set: 01-Payroll Set 01

Packet: PYPKT01092-08.19.23 to 09.01.23 PD 09.08.23

Posted**Regular Payable Process**

	Deduction	Contribution	Employer Total
Federal W/H - Federal Income Tax Withholding	\$17,933.34		\$17,933.34
FLEX CHILD - CHILD CARE	\$96.00		\$96.00
FLEX MEDICAL - MEDICAL	\$836.91		\$836.91
MC - Medicare	\$4,281.27	\$4,281.27	\$8,562.54
PERS - RETIREMENT	\$26,713.80	\$51,646.58	\$78,360.38
PERS RETIREE - RETIREE RETIREMENT		\$195.92	\$195.92
SS - Social Security	\$18,305.90	\$18,305.90	\$36,611.80
State W/H - State Income Tax Withholding	\$8,357.00		\$8,357.00
TSA - TSA DEFERRED COMPENSATION	\$2,090.75		\$2,090.75

Total Regular Payable Process**Total Posted**

\$78,614.97	\$74,429.67	\$153,044.64
\$78,614.97	\$74,429.67	\$153,044.64

Not Posted

3 MEDICAL (C) - NON-HEALTH SINGLE	\$1,012.50	\$5,800.95	\$6,813.45
30 AFLAC - AFLAC	\$412.07		\$412.07
31 AFLAC (C) - AFLAC (C)	\$337.03		\$337.03
41 AFLAC - GROUP ACCIDENT (C)	\$296.96		\$296.96
42 AFLAC - GROUP CRITICAL ILLNESS (N)	\$193.97		\$193.97
50 MEDICAL (C) - CATCH UP	(\$123.00)		(\$123.00)
51 MEDICAL (C) - NON-HEALTH KIDS	\$660.00	\$2,912.56	\$3,572.56
52 MEDICAL (C) - NON-HEALTH SPOUSE	\$552.50	\$2,306.10	\$2,858.60
53 MEDICAL (C) - NON-HEALTH FAMILY	\$1,969.50	\$7,757.62	\$9,727.12
80 MEDICAL (C) - HEALTH SINGLE	\$575.00	\$11,033.10	\$11,608.10
81 MEDICAL (C) - HEALTHY KIDS	\$690.00	\$4,668.84	\$5,358.84
82 MEDICAL (C) - HEALTHY SPOUSE	\$256.50	\$1,458.66	\$1,715.16
83 MEDICAL (C) - HEALTHY FAMILY	\$1,771.00	\$8,704.36	\$10,475.36
90 MEDICAL - CATCH UP EMPLOYER		(\$590.60)	(\$590.60)
91 LOCKARD - CATCH UP EMPLOYER		(\$70.00)	(\$70.00)
CHILD SUPPORT (2 CKS - CHILD SUPPORT (2 CKS) 60	\$975.80		\$975.80
DENTAL (C) - DENTAL	\$2,940.34		\$2,940.34
DENTAL CATCH UP - CATCH UP (C)	(\$11.66)		(\$11.66)
DUE FROM EMPLOYEE - DUE FROM EMPLOYEE 24 PAYCHECK 124	\$5.00		\$5.00
DUE FROM EMPLOYEE 26 - DUE FROM EMPLOYEE ALL CHECKS 126	\$1,159.40		\$1,159.40
LEGAL SHIELD - LEGAL SHIELD	\$9.48		\$9.48
LOCKARD BIWEEKLY - BI WEEKLY 57		\$4,375.00	\$4,375.00
MUTUAL OF OMAHA BI - MOO LIFE INSURANCE BI-WEEKLY	\$614.35		\$614.35
ROTH - IRA - ROTH - IRA	\$150.00		\$150.00
UNITED WAY - UNITED WAY	\$26.00		\$26.00
VISION - VISION C)	\$521.16		\$521.16
VISION CATCH UP - CATCH UP (C)	(\$21.36)		(\$21.36)
WOODMAN LIFE - WOODMAN LIFE	\$34.15		\$34.15

Total Not Posted**AP Recap Totals**

\$15,006.69	\$48,356.59	\$63,363.28
\$93,621.66	\$122,786.26	\$216,407.92



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

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



228.875.4236 | www.oceansprings-ms.gov

To: Honorable Mayor and Board of Alderman

From: Marissa Jones

Date: Meeting Date September 19th, 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.

Wade Guice at 122 Halstead Rd. \$51.30/10,000 gallons. The Main water line developed a rupture under the slab. The leak was repaired by a Plumber. It was determined that water did not go through the sewer line.

Cindy S. Amant at 110 Penny Ct. \$122.41/23,863 gallons. The customer had a leak at the main line in the yard. The plumber fixed the leak. It was determined that water did not go through the sewer line.

Jay M. Rubenstein at 3615 Perryman Rd. \$194.94/38,000 gallons. The customer had a leak in the main water line. The plumber repaired the line. It was determined that water did not go through the sewer line.

Dena Rowell at 3502 Springwood Lane \$225.72/44,000 gallons. The Customer had a water leak in the ceiling of the home. A plumber fixed the water line. It was determined that water did not go through the sewer line.

Mary Anderson Pickard at 1205 Nelson Drive \$266.76/52,000 gallons. The Customer had a water leak in the main line located in the front yard. The customers' son fixed the leak. 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

Usage: 10 K.
Adj: \$ 51.³⁰

REQUEST FOR MITIGATION OF SANITARY SEWER CHARGES

Date of Request: 8-10-23

Account Number: 01-003182-00

Name of Water/Sewer Customer: Wade Guice

Phone Number: 323-384-1826

Property Address: 122 Halstead Road

Period of Mitigation: 7-4 to 7-25

Basis for Request:

Main Water line developed a rupture, It was
under the slab with no visible water. Finally
realized the line was ruptured on the 24th of July.

Proof of Mitigating Circumstances (i.e., receipts of plumber, statement of work done by owners, etc.)

copy of repair receipt attached.

I hereby certify that the above and foregoing is true and correct under penalty of law.


Signature of Applicant

Date: 08-10-23

(Please attach receipt or invoice of proof leak has been fixed)



Service Experts Plumbing & Drain Service

P.O. 7405

D'Iberville, MS 39540

INVOICE	#5857-2
SERVICE DATE	Jul 27, 2023
INVOICE DATE	Jul 27, 2023
DUE	Upon receipt
AMOUNT DUE	\$2,330.60

Wade Guice
122 Halstead Rd
Ocean Springs, MS 39564

(323) 384-1826
wadeguice4509@gmail.com

CONTACT US

(228) 207-6462
serviceexpertsplumbing@gmail.com

Service completed by: Jhailynd Philpot, Paul
Hicks, Douglas Ralson

INVOICE

DESCRIPTION	qty	amount
Contiuation	1.0	\$3,580.00
Removed sheetrock to access manifold in wall to repair hot water line that was leaking. After finding manifold i bypassed service line from hwh and rerouted thru attic to supply home hot water		
		Services subtotal: \$3,580.00
Subtotal		\$3,580.00
Total Tax		\$250.60
Mississippi state sales tax (7%)		\$250.60
Total		\$3,830.60

Payment History

Jul 27	Thu 11:02am	Cash	\$1,500.00
--------	-------------	------	------------

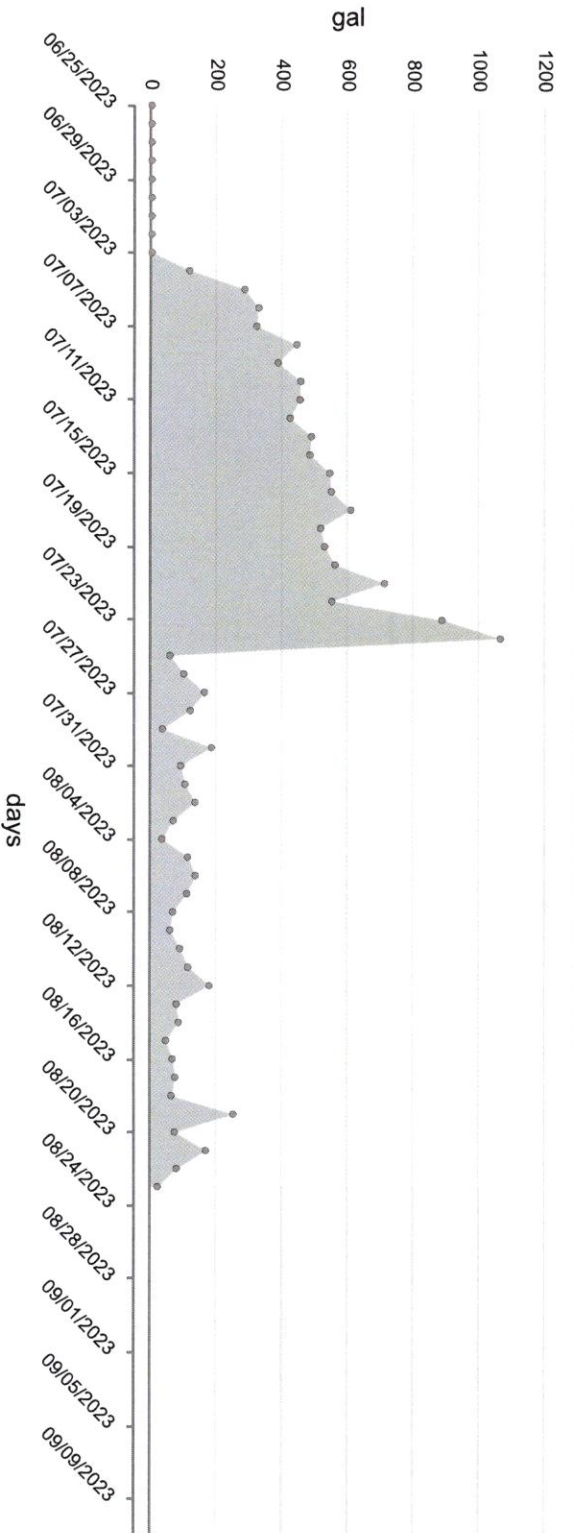
122 Helstead

Customer Consumption for Water Meter: 86596785

Usage: 10 K

Ad: \$51.30

[Signature]



Read Date	Consumption (gal)
08/23/2023	19.8
08/22/2023	77.2
08/21/2023	166.3
08/20/2023	71.6
08/19/2023	250.4
08/18/2023	61.6
08/17/2023	73.5
08/16/2023	65.2
08/15/2023	45.4
08/14/2023	83.7
08/13/2023	77.5
08/12/2023	177
08/11/2023	112.7
08/10/2023	87.4

CSV Export

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: 23,863
Adj: \$122.41

EFH

REQUEST FOR MITIGATION OF SANITARY SEWER CHARGES

Date of Request: 9.8.23

Account Number: 2841

Name of Water/Sewer Customer: Cindy St Amant

Phone Number: 228-326-5146

Property Address: 110 Penny Ct

Period of Mitigation: 8.1.23 - 9.12.23

Basis for Request:

Outside water leak discovered in the yard
by the main line going into the house

Proof of Mitigating Circumstances (i.e., receipts of plumber, statement of work done by owners, etc.)

Stubbs Plumbing 8.31.23

I hereby certify that the above and foregoing is true and correct under penalty of law.

Cindy St. Amant
Signature of Applicant

Date: 9.8.23

(Please attach receipt or invoice of proof leak has been fixed)

Stubbs Services

Mike Stubbs

228-217-7044

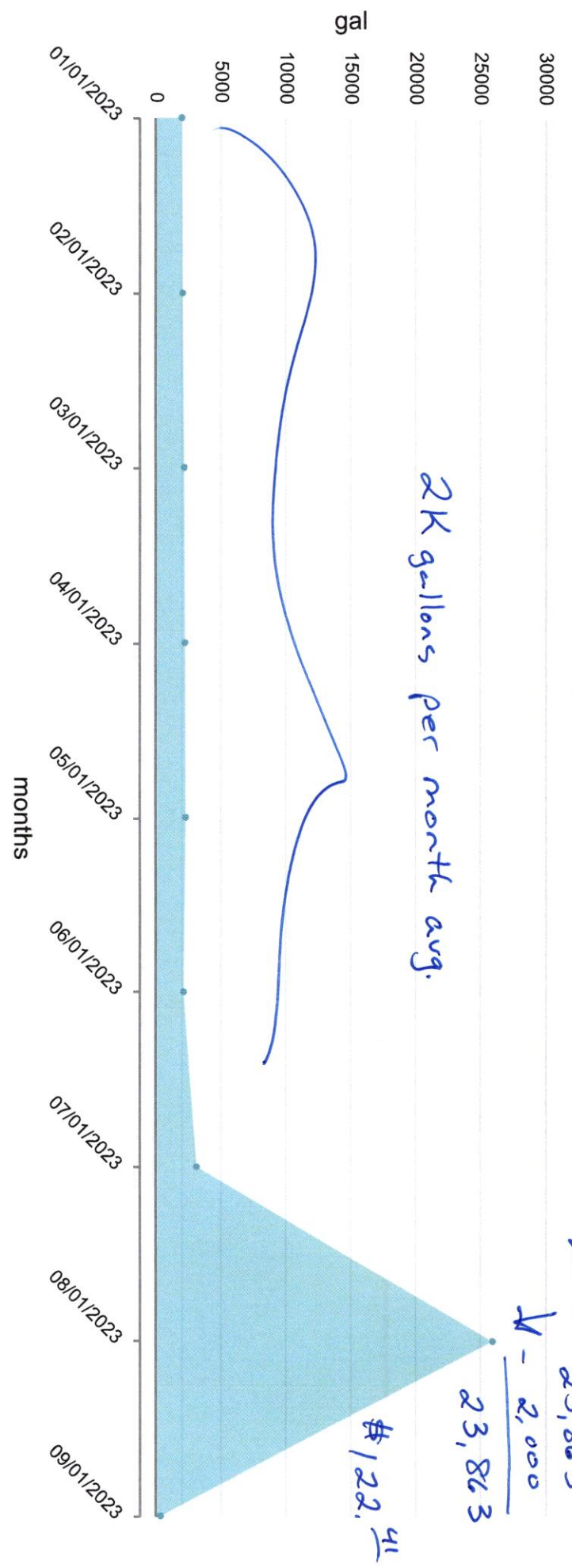
Sold To: Cindy St. Amant Date Aug 31st 2023

Phone: _____

[illegible]

110 Penny Ct.
Customer Consumption for Water Meter: 86213297

2K gallons per month avg.

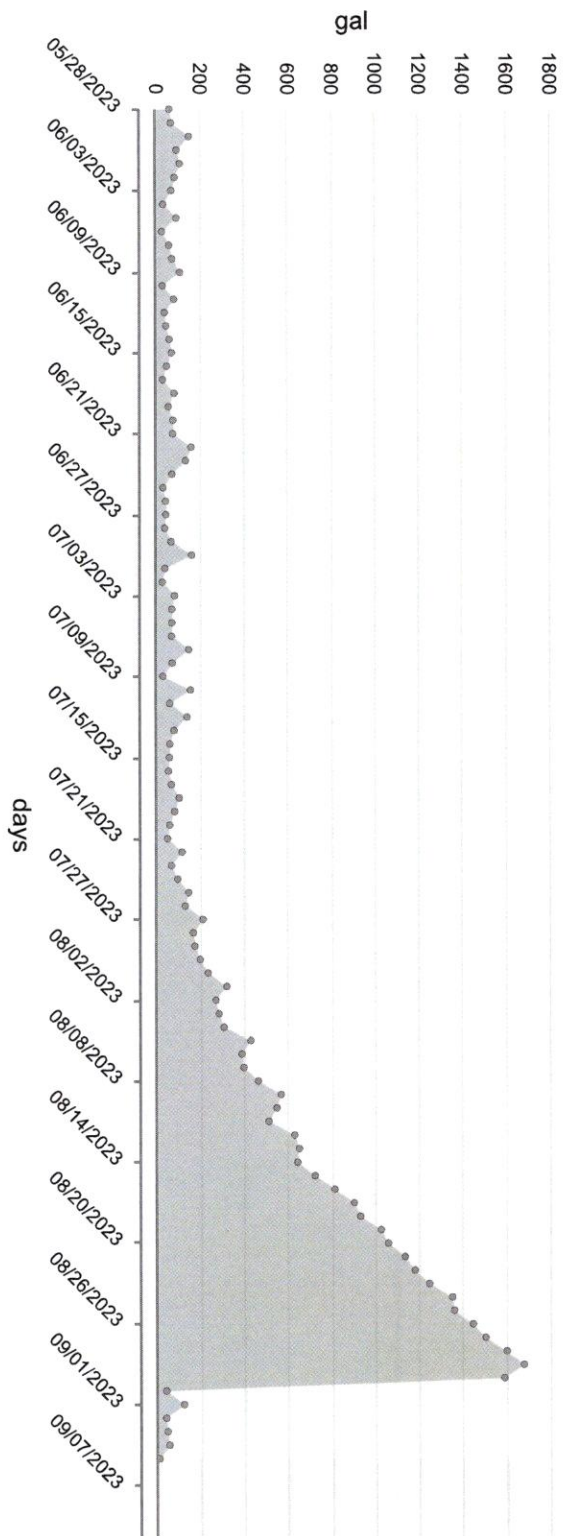


Leak
25,863
 $\frac{25,863}{2,000} = 12.93$
\$122.41

Read Date	Consumption (gal)
09/01/2023	256.2
08/01/2023	25863.3
07/01/2023	3046.9
06/01/2023	2052.4
05/01/2023	2209.1
04/01/2023	2172
03/01/2023	2083.6
02/01/2023	1981
01/01/2023	1915.9

110 Penny Ct.

Customer Consumption for Water Meter: 86213297



CSV Export

Read Date

...

Consumption (gal)

09/05/2023	5.6
09/04/2023	50.5
09/03/2023	43
09/02/2023	36.5
09/01/2023	117.9
08/31/2023	36.8
08/30/2023	1584.6
08/29/2023	1674.3
08/28/2023	1595.6
08/27/2023	1497.5
08/26/2023	1440.1
08/25/2023	1354.6
08/24/2023	1345.8
08/23/2023	1240.8

Marissa Jones

From: noreply@civicplus.com
Sent: Wednesday, September 13, 2023 8:18 AM
To: OS Water
Subject: Online Form Submittal: Leak Adjustment

usage: 38K
Adj. : \$194.⁹⁴
E.H.

Leak Adjustment

Leak Adjustment

Name of Water/Sewer Customer	Jay M Rubenstein
Date	Field not completed.
Account Number	01-009652-00
Property Address	3615 Perryman rd
Email Address	jaymrubenstein@yahoo.com
Period of Mitigation	AUG. Sept.
Phone Number	228-424-5558
Basis of Request	leak
Proof of mitigating circumstances (i.e. receipts of plumber, statement of work done by owner, etc.	dropped off by Doug Deluca

Please attach receipt or invoice of proof leak as been fixed

Upload multiple files by holding down the control/command button.	Field not completed.
---	----------------------

eSignature	Jay M Rubenstein
------------	------------------

Email not displaying correctly? [View it in your browser.](#)

De Luca's Landscaping & Irrigation3514 Bienville Blvd
Ocean Springs, MS 39564**Invoice**

Date	Invoice #
9/8/2023	24844

Bill To
Jay Rubenstein 3615 Perryman Road Ocean Springs, MS 39564

Job Site
Jay Rubenstein 6201 Portaux Road Ocean Springs, MS 39564

Due Date
9/8/2023

Quantity	Description	Rate	Amount
1	REPAIR TO MAIN WATER LINE TO HOME. Water Main Repair	348.00	348.00
		Sales Tax (7.0%)	\$24.36
		Total	\$372.36
		Payments/Credits	\$0.00
		Balance Due	\$372.36

Phone #	Fax #	E-mail
228-875-0390	228-875-1070	delucaslandscaping3514@gmail.com

De Luca's Landscaping & Irrigation



3514 Bienville Blvd.
Ocean Springs, MS 39564
Ph: 228-875-0390
Fk: 228-875-1070

09/8/2023

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

RE: Jay Rubenstein
3615 Perryman Road
Ocean Springs, MS 39564

To Whom It May Concern:

Mr. Rubenstein had a water leak to the main line at their property that was causing excessive water use. The leak has been located and repaired by DeLuca's Landscaping and Irrigation.

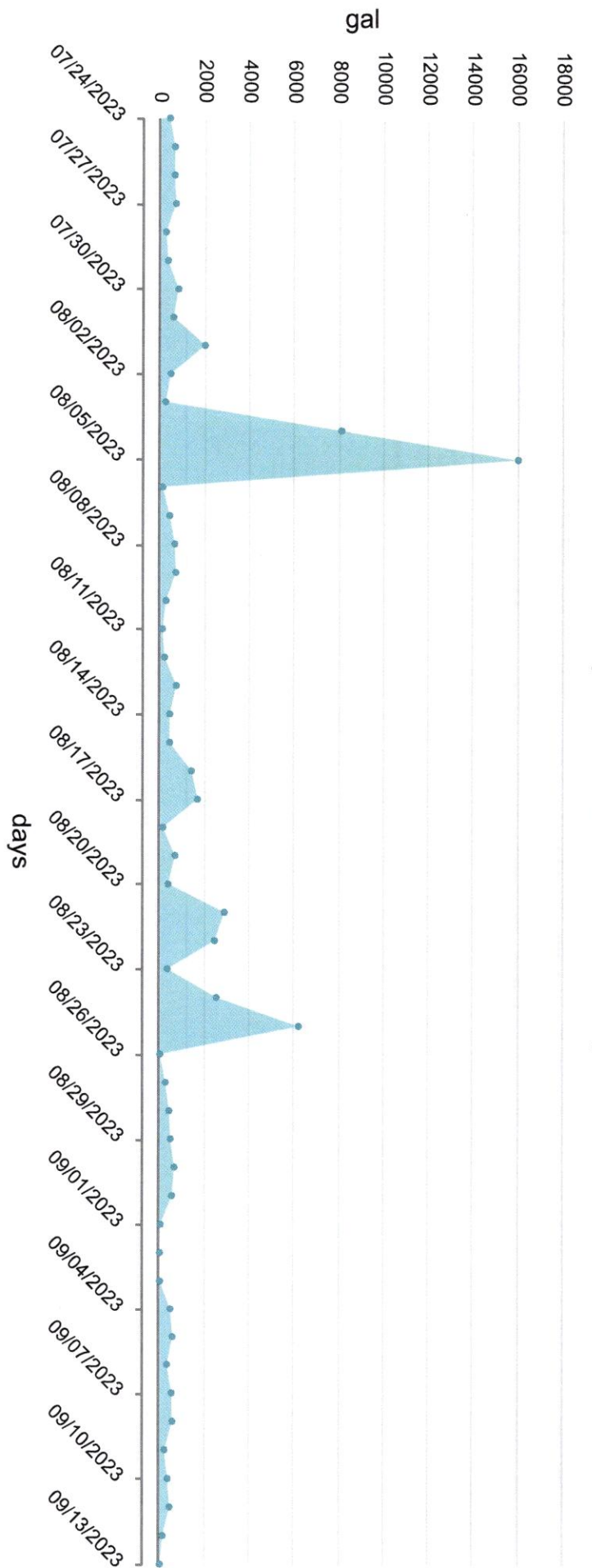
If you could adjust Mr. Rubenstein's water bill it would be greatly appreciated. I have attached a copy of his paid invoice so that you can see that the work has been done.

If you have any questions or concerns, please do not hesitate to call me at (228) 348-2259.

Sincerely,

Doug DeLuca
Owner
DeLuca's Landscaping and Irrigation

Customer Consumption for Water Meter: 86499489, Port: 1



Read Date	Consumption (gal)
09/13/2023	0
09/12/2023	129
09/11/2023	440
09/10/2023	347
09/09/2023	206
09/08/2023	561
09/07/2023	523
09/06/2023	317
09/05/2023	569
09/04/2023	470

Marissa Jones

From: noreply@civicplus.com
Sent: Friday, July 7, 2023 5:04 PM
To: OS Water
Subject: Online Form Submittal: Leak Adjustment

*Dena moves in Wed.-Fri.
23rd - 25th*

Leak Adjustment

*1-2 most
2 1/2 other times*

Leak Adjustment

Name of Water/Sewer Customer Dena Rowell tenant /Yadira Williams owner

Date 7/7/2023

Account Number *Field not completed.*

Property Address 3502 Springwood Lane

Email Address optimusrentals@gmail.com

Period of Mitigation July 1-4

Phone Number 2288609810

Basis of Request Water leak in ceiling went unnoticed for a few days

Proof of mitigating circumstances (i.e. receipts of plumber, statement of work done by owner, etc. Receipts from plumber

Please attach receipt or invoice of proof leak as been fixed

Upload multiple files by holding down the control/command button. [IMG_4824.jpg](#)

eSignature Yadira Williams

*Leak: 44 K
Adj. : \$ 225.⁷²
EAF*

Email not displaying correctly? [View it in your browser.](#)

Brumbley Service Plumbing

095221

CUSTOMER'S ORDER NO.		DEPARTMENT		DATE 7/2/23	
NAME Yadira Williams					
ADDRESS 3502 Springwood Ln					
CITY, STATE, ZIP Ocean Springs					
SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.
PAID OUT					

QUANTITY	DESCRIPTION	PRICE	AMOUNT
1	Repaired water		
2	leak in ice maker line		
3	due to rodent		
4		\$300.00	
5			
6			
7			
8			
9			
10			
11			
12			
13	Brumbley Service Plumbing LLC		
14	17609 Woodridge Dr		
15	Saucier MS		
16	39574		
17			
18			

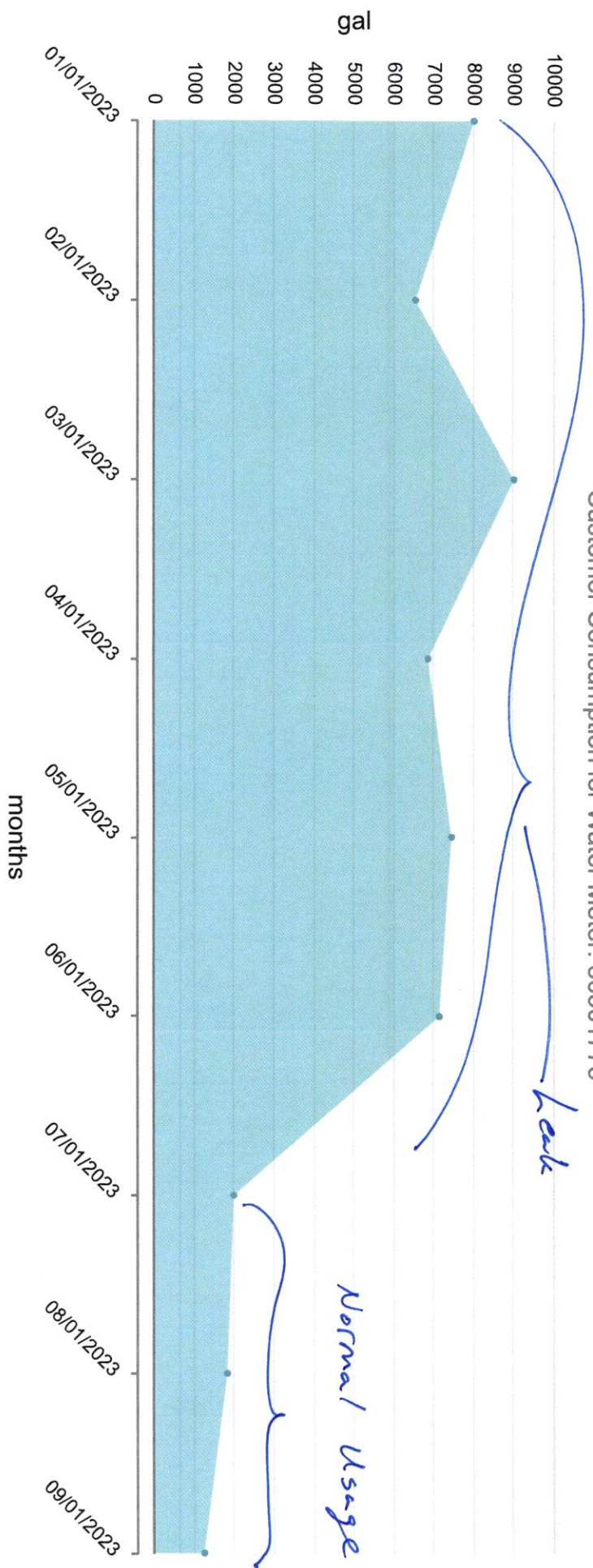
RECEIVED BY

KEEP THIS SLIP FOR REFERENCE

01-11



Customer Consumption for Water Meter: 86501775



CSV Export

Read Date ↓

⋮

Consumption (gal) ⋮

09/01/2023	1227.2
08/01/2023	1811.1
07/01/2023	1966.9
06/01/2023	7119
05/01/2023	7422.6
04/01/2023	6839.8
03/01/2023	8995.4
02/01/2023	6525
01/01/2023	7993.6

⏪ ⏩ 1 ⏪ ⏩

25

▼ items per page

1 - 9 of 9 items



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: 52 K
Adj: \$266.⁷⁶

EF

REQUEST FOR MITIGATION OF SANITARY SEWER CHARGES

Date of Request: September 6 2023 at office

Account Number: 01-000237-06

Name of Water/Sewer Customer: Mary Anderson Pickard

Phone Number: 228 233 0150

Property Address: 1205 Nelson Drive

Period of Mitigation: _____

Basis for Request:

On Friday, September 1, 2023 I had a notice from the city showing my record of water use greatly increased. I was advised to check for a leak. I found the leak gushing in my front yard. My son went to the city hall and brought back two men. They turned off my water. All day my son, Chris Stebb, my friend, Domenic Shelton, and, when he got off work, another son, Jason Stebb dug up the pipe, put in new pipe and turned water back on.

Proof of Mitigating Circumstances (i.e., receipts of plumber, statement of work done by owners, etc.)

But I have received no bill from Domenic who is in Tennessee and my sons gave me no bill.

I hereby certify that the above and foregoing is true and correct under penalty of law.

Mary Anderson Pickard
Signature of Applicant

Date: Sept 13, 2023

(Please attach receipt or invoice of proof leak has been fixed)



O S LUMBER & SUPPLY CO.
 www.oslumber.com
 1611 GOVERNMENT ST
 OCEAN SPRINGS MS 39564
 228-875-4112

CUSTOMER COPY



INVOICE

2309-226922 PAGE 1 OF 1

SOLD TO
MARY ANDERSON PICKARD 1205 NELSON OCEAN SPRINGS MS 39564

JOB ADDRESS
MARY ANDERSON PICKARD 1205 NELSON OCEAN SPRINGS MS 39564 228-233-0150

ACCOUNT	JOB
78700	0
SOLD ON	9/1/2023 5:22:48 PM
CUST PICKUP	
BRANCH	1000
CUSTOMER PO#	
STATION	FC1
CASHIER	44
SALESPERSON	1
ORDER ENTRY	

THANK YOU FOR SHOPPING WITH
US!

Quantity	UM	Item	Description	D	T	Price	Per	Amount
1	EA	6446900	107-814NL BALL VALVE 3/4IPS		Y	18.9900	EA	18.99

Payment Method(s)

Charge to Acct 20.32

	SubTotal	18.99
	Sales Tax	1.33
	Deposit	
Please Pay This Amount		20.32

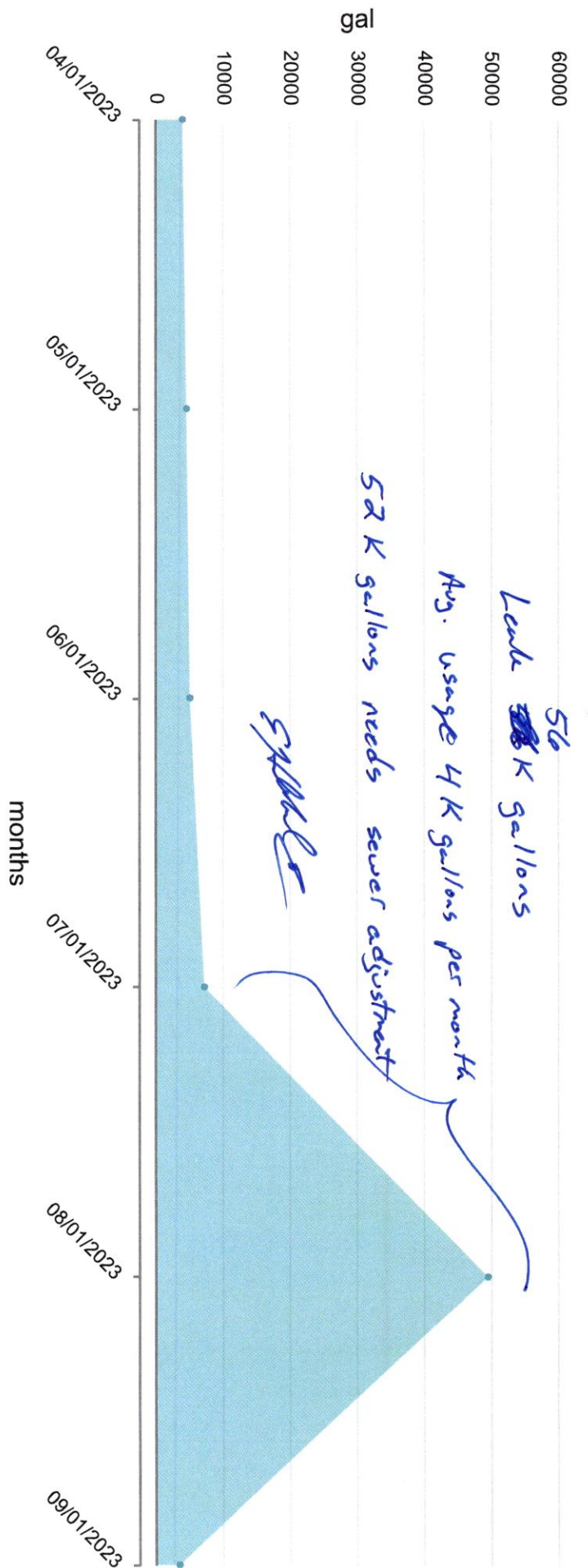
Payment terms are "Net 10th". A 1-3/4% monthly finance charge applies to any unpaid balance.

=====

Thank You For Your Business

Janie Stebbins

Signature



Read Date	Consumption (gal)
09/01/2023	3281.6
08/01/2023	49346.1
07/01/2023	7046.7
06/01/2023	4901.9
05/01/2023	4395.4
04/01/2023	3805.8



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

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



228.875.4236 | www.oceansprings-ms.gov

MEMORANDUM

To: Mayor & Board of Aldermen

From: Patty Gaston, City Clerk

Re: Authorize the close out of funds and transfer the remaining balances to the municipal reserve fund for a total of \$1,021,658.55

Section: DEPARTMENT REPORTS

Meeting Date: September 19, 2023

Authorize closing out the following funds and transfer them to the municipal reserve fund(120-01-001-0000):

004-01-001-0000 - \$466,521.13
173-001-001-0000 - \$385,277.08
175-001-001-0000 - \$169,860.34

Budget Amendments 5th one for 2022-2023 budget year
Debit and Credit is increasing/decreasing budgeted amounts

General
Final year end adjustments

Expense adjustments

001-194-625-0000	Utilities	\$	1,054.00	Community Center	Electric bill is \$3600 over for year
001-300-600-0600	Contractual Services	\$	2,600.00	PW-Admin	Tracker costs and installation
001-300-625-0000	Utilities	\$	2,200.00	PW-Admin	utilities cost up - hot summer
001-352-499-0000	Temp Agency Expenses	\$	11,400.00	PW-Drainage	Temp Employees cost
001-352-535-0530	Uniform Allowance	\$	200.00	PW-Drainage	purchasing uniforms
001-353-535-0530	Uniform Allowance	\$	200.00	PW-Landscaping	purchasing uniforms
001-550-499-0000	Temp Agency Expenses	\$	10,201.00	Parks and Rec	Temp Employees cost
		\$	27,855.00		Net cost out of ending cash balance
Tourism					
007-650-600-0000	City Website	\$	16,000.00	Economic Develop	new website building costs
2% Food & Beverage					
008-553-901-0914	Beach Improvement other than bldg	\$	7,000.00	2% funds	Bridge Mural Lights -moved up off ground
Festivals					
010-140+600-0600	Festival Signs and Materials	\$	300.00	Cruising the Coasts signs and sticker	\$730