

REGULAR MEETING AGENDA
MAYOR AND BOARD OF ALDERMEN – CITY OF OCEAN SPRINGS
Tuesday, February 7, 2023 – 6:00 p.m. CITY HALL

1. CALL TO ORDER

2. INVOCATION AND PLEDGE OF ALLEGIANCE

3. PROCLAMATIONS/PRESENTATION

- a. Commending Street Department Supervisor Lloyd Helveston for his 21 years of service to the City of Ocean Springs Public Works Department upon his retirement (Exhibit 3-a)
- b. Arbor Day – February 11, 2023 (Exhibit 3-b)
- c. Allred Stolarski Architects – update on the structure over the stage at Fort Maurepas Park (Exhibit 3-c)

4. PUBLIC HEARING

- a. 2003 Government Street PID #61058010.000 through 61058019.000 – Request approval of zoning change from RM-2 (Multifamily Residential District) to CMX-2 (Community Commercial/Mixed Use District) (Exhibit 4-a)
- b. 2207 Government Street PID #61058020.000 through 61058050.000 – Request approval of a zoning change from RM-2 to CMX-2 (Exhibit 4-b)

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

6. OLD BUSINESS

- a. None

7. NEW BUSINESS

- a. Appeal of the Building Official and Community Development and Planning Department determination regarding commercial activity in PUB Public Zoning District – Food, Booze, and Hiccups and Belly-Up Beach Chairs (Exhibit 7-a)
- b. Ordinance Adoption – Amendment to the Code of Ordinances, Zoning, and Subdivisions; to revise Chapter 4.5 to add Article IV – Parades Section 4.5-147 through 4.5-151 (Exhibit 7-b)

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

City Clerk:

- a. Accept the January 2023 Aged Receivable Report for utility billing (Exhibit 8-a)
- b. Approve Minutes: Recess Meeting January 17, 2023 (Exhibit 8-b)
- c. Approve Minutes: Special Called Meeting January 23, 2023 (Exhibit 8-c)
- d. Authorize updates to the adopted fee schedule (Exhibit 8-d)

Civil Service Commission:

- e. Accept Tristan Armer's resignation and authorize to advertise to fill the vacancy (Exhibit 8-e)

Redevelopment Authority:

- f. Approve Minutes: January 18, 2023 (Exhibit 8-f)

Human Resources/Risk Management:

- g. Authorize verbiage changes to the employee handbook Section 17: Time, Attendance & Comp/Overtime Policies in regard to the hour threshold for overtime for Police (Exhibit 8-g)
- h. Human Resources action items (Exhibit 8-h):
 - a) Authorize removal of Charles Davis from probationary status to full-time status effective immediately
 - b) Accept the resignation of Part-Time Police Officer Avery McClellon, effective January 23, 2023; authorize to begin the process of filling the vacant position
 - c) Accept the resignation of Firefighter David Wright, effective January 29, 2023; authorize to begin the process of filling the vacant position
 - d) Accept the resignation of Firefighter Jefferson Broadus, effective February 9, 2023; authorize to begin the process of filling the vacant position
 - e) Authorize promotion of Firefighter William Hatten to Lieutenant, Step 1, \$15.90 hourly rate; effective February 18, 2023; six months probationary status
 - f) Authorize employment of Jim Underwood, Water Laborer, Step 5, \$14.50 hourly rate; effective February 8, 2023; one-year probationary status, pending successful completion of all pre-employment requirements
 - g) Authorize employment of Dyllan Lambert, Beautification Laborer, Step 1, \$12.36 hourly rate; effective February 8, 2023; one-year probationary status, pending successful completion of all pre-employment requirements
 - h) Authorize the transfer of Electrician William Ziz from Public Works to Parks Maintenance effective February 20, 2023, per the recommendation of the Human Resources Committee
 - i) Authorize the revision of one of the Parks Maintenance Laborer A positions to Parks Maintenance Assistant Supervisor and post the position internally per the recommendation of the Human Resources Committee

- j) Accept the resignation of Parks Maintenance Laborer Michael Rodriguez, effective February 7, 2023; authorize to begin the process of filling the vacant position
- k) Authorize employment of Yahaira Gibson, Custodian, Step 2, \$12.21 hourly rate; effective February 8, 2023; one-year probationary status, pending successful completion of all pre-employment requirements

Grants Administration:

- i. Intersection Studies MDOT TIP STP-0003-01(217) LPA/1092052-71100 – Authorize the Mayor to execute the contract with Michael Baker International pending MDOT concurrence (Exhibit 8-i)
- j. East Side Sewer Diversion Project – ARPA MCWI MDEQ Agreement #108-1-CW-5.5 – Authorize the Mayor to execute the sub-award agreement as presented (Exhibit 8-j)
- k. Downtown Sewer Rehabilitation Project – ARPA MCWI MDEQ Agreement #455-1-CW-5.5 – Authorize the Mayor to execute the sub-award agreement as presented (Exhibit 8-k)

Building Department:

- l. Accept Code Enforcement Report through February 1, 2023 (Exhibit 8-l)
- m. Accept Tree Department Recommendations – Tree Applications through January 27, 2023 (Exhibit 8-m)

Public Works:

- n. Adopt a Resolution to sell surplus personal property with a value less than \$1,000.00 (Exhibit 8-n)
- o. Accept January 2023 Grease Trap Inspection Report (Exhibit 8-o)

9. DEPARTMENT REPORTS

City Clerk:

- a. Approve payment: Docket of Claims, all expenditures are appropriate and authorized by law, and spread summary on the Minutes (Exhibit 9-a)
- b. Accept Monthly Budget Report (Exhibit 9-b)

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

11. MAYOR & ALDERMEN'S FORUM

12. EXECUTIVE SESSION

RECESS UNTIL 6:00 P.M. on Tuesday, February 21, 2023



PROCLAMATION

Commending Lloyd Helveston, Jr. for his 21 years of service to the City of Ocean Springs and for his continued success upon his retirement from the Ocean Springs Public Works Department.

WHEREAS, the City of Ocean Springs is proud to recognize the men and women who focus on infrastructure and services that are of vital importance to sustainable and resilient communities and the public health, high quality of life, and well-being of the people of the City of Ocean Springs; and,

WHEREAS, Lloyd Helveston joined the Ocean Springs Public Works Department in 2001 as a water department laborer. He has worked as a tractor operator and was eventually appointed as the Street Department Supervisor; and

WHEREAS, Lloyd is a St. Martin High School graduate and is an avid hunter and loves to fish. He is a welder by trade but also a master carver. He has done several carvings throughout the city including the turtle at the Shearwater Bridge walkway and the tree at Fort Maurepas Park; and

WHEREAS, Lloyd is married to his lovely wife, Deanna. They have 3 children, Lloyd III, Tori, and Taryn. He is a proud grandfather to Ellie.

WHEREAS, the City of Ocean Springs acknowledges Lloyd Helveston for his many years of outstanding service with the Ocean Springs Public Works Department and extends to him sincere best wishes for continued success in all of his future endeavors.

NOW, THEREFORE, I, Kenny Holloway, Mayor of the City of Ocean Springs, do proudly present this proclamation on February 7, 2023, in recognizing Lloyd Helveston, Jr. for his loyal commitment of 21 years of service with the Ocean Springs Public Works Department.



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

EXHIBIT # 3a

MAYOR



PROCLAMATION

WHEREAS, in 1872, Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called **Arbor Day**, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, lower our heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife; and

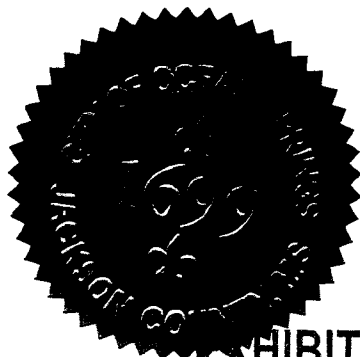
WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal.

NOW, THEREFORE, I, Kenny Holloway, Mayor of the City of Ocean Springs, Mississippi, do hereby proclaim *February 11, 2023*, as:

ARBOR DAY

In the City of Ocean Springs and urge all citizens to celebrate Arbor Day and support efforts to protect our trees and woodlands.



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

EXHIBIT # 3-b

MAYOR



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: Mayor Kenny Holloway

Re: Allred Stolarski Architects

Section: Presentation

Meeting Date: February 7, 2023

Hoppy Allred will provide an update regarding the structure over the stage at Fort Maurepas Park.



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

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



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MEMORANDUM

To: Honorable Mayor and Board of Aldermen

From: Carolyn Martin, Planning & Grants Administrator
Wade Morgan, AICP, City Planner

Date: February 7, 2023

Re: PUBLIC HEARING - ORDINANCE
PLANNING COMMISSION REPORT: Request Approval of a Zoning Change from RM-2 (Multi-Family Residential District) to CMX-2 (Community Commercial/Mixed Use District)
2003 Government Street / Parcel Identification No.: 61058010.000 through 61058019.000
Applicant/Owner – Cloyd Investments, LLC, and Lucky #9, LLC

The Planning Commission (PC) considered the request described above at its regular meeting on Tuesday, January 10, 2023. The specific request is for to change the property's zoning district from the RM-2, Multi-Family Residential District to the CMX-2, Community Commercial / Mixed Use District. The applicant notes that the intended use of the property is for, "long term rentals, primary residents, and secondary residents plus, any allowable use in CMX-2".

The criteria for a change in zoning are [1] there was a mistake in the original zoning or [2] the character of the neighborhood has changed to such an extent as to justify reclassification AND that a public need exists for rezoning. The applicant must describe and provide justification to the PC and BOA about how the character of the neighborhood has changed. In addition, the applicant should describe the need for the rezoning.

The applicant described to the PC the changes that have occurred in the neighborhood and justify the zoning change. In addition, he noted how the mixed residential, office and commercial uses that the CMX-2 district will allow are desired and needed by the community. The PC members considered the report from the staff and the information provided by the applicant and discussed the issues with the zoning change. A motion to recommend approval of the change in zoning as requested, due to the changes in character of the neighborhood and the need for the CMX-2 district, passed with all members present and voting YES.

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

EXHIBIT # 4-a

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

PLANNING COMMISSION REPORT — PUBLIC HEARING —

PUBLIC HEARING DATE: January 10, 2023

APPLICANT(S): Cloyd Investments, LLC, and Lucky #9, LLC

CURRENT OWNER? ✓Yes No

LOCATION: 2003 Government Street / PID# 60120120.025

REQUESTED ACTION: Zoning change from RM-2 (Multi-Family Residential District) to CMX-2 (Community Commercial / Mixed Use District)

DATE OF APPLICATION: November 30, 2022

ADJACENT ZONING AND LAND USE:

Subject Property: RM-2, Multi-Family Residential District – The Cottages at Oak Park West, a condominium development of nine (9) detached dwellings on a private drive;

North: C-H, Regional Commercial District – single-family dwellings - rentals;

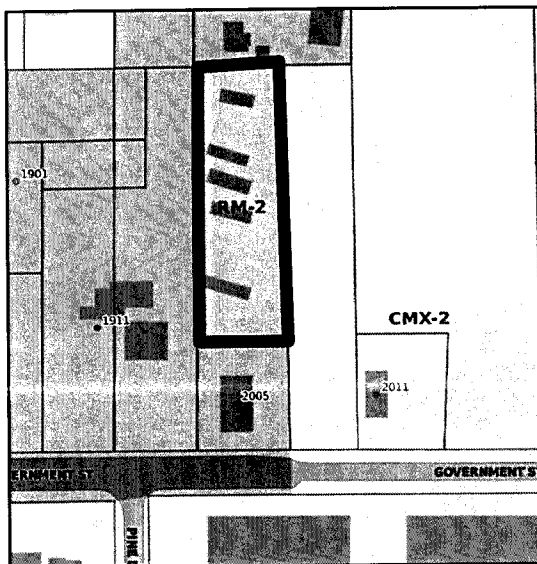
East: CMX-2, Community Commercial District – commercial storage lot;

South: C-H, Regional Commercial District – two-story retail/office building;

West: C-H, Regional Commercial District – The Juke Joint, a bar/restaurant.

CURRENT CONDITIONS:

- Property Size: 0.72 acres.



DESCRIPTION OF REQUEST:

- The applicant requests to change the property's zoning district from the RM-2, Multi-Family Residential District to the CMX-2, Community Commercial / Mixed Use District. The applicant notes that the intended use of the property is for, "long term rentals, primary residents, and secondary residents plus, any allowable use in CMX-2".
- The application states that the neighborhood and community at large is seeing more need for owner-occupied housing and second homes plus increased demand for rental housing. This is a change from what was originally a mobile home park and has been only long-term rental cottages for the past ten years." In addition, the application states, "the existing parcel is completely surrounded by CMX-2 and C-H. It stands to reason the RM-2 zone, was a mistake that was not corrected during the UDC process. Since the cottages were converted to condos, over 80% are under contract and several have closed. This is direct and actual evidence of public need and demand."

FINDINGS:

- The property was rezoned in 2009 from the C-3, Highway Commercial District to the R-4, Multi-Family Residential District (Ordinance 2009-03). The Planning Commission (PC) had recommended approval on December 9, 2008, and the Board of Aldermen (BOA) approved the rezoning on January 20, 2009. The PC concluded that C-3, Highway Commercial zoning was no longer appropriate because the recent demolition of the Ferson Optics building had changed the character of the neighborhood, and because permitting multi-family housing near the Central Business District was consistent with numerous comprehensive plan policies.
- The CMX-2 district is described in the UDC as, "Medium-intensity commercial mixed-use district. Maximum 35' building height. Creates a corridor of compatible mixed uses that link more intensive Regional Commercial Centers (CH). Detached and attached residential, and mixed-use buildings allowed as of right when scale, form and design requirements are met."
- Following is a list of uses that are permitted by right in the CMX-2 district that are not permitted in the RM-2 district:
 - Housing services for the elderly;
 - Hotels, motels, or other accommodation services;
 - Bed and breakfast inn;
 - Short-term rental;
 - Hotel, motel, or tourist court;
 - General retail sales/service;
 - Tobacco Store;
 - Convenience store;
 - Finance and Insurance;
 - Theme or festival center (leisure, tourist-oriented, restaurants);
 - Tattoo Studio;
 - Fashion/specialty center (higher end, fashion-oriented stores);
 - Museums, other special purpose recreational institutions;
 - Amusement, sports, or recreation establishment;
 - Clinics;
 - Nursing and Rehabilitative Services; and
 - Social Assistance, Welfare and Charitable Services.

- The criteria for a change in zoning are [1] there was a mistake in the original zoning or [2] the character of the neighborhood has changed to such an extent as to justify reclassification **AND** that a public need exists for rezoning. The applicant must describe and provide justification to the PC and BOA about how the character of the neighborhood has changed. In addition, the applicant should describe the need for the rezoning.
- The application states that the RM-2 zoning was a mistake that was not corrected during the UDC process. That statement is incorrect in that the adoption of the UDC amended the overall zoning regulations affecting all properties and did not rezone any individual properties.
- From a zoning perspective, the proposed CMX-2 district is consistent with the existing CMX-2 zoning of the property to the east. However, the property is developed with nine (9) detached dwellings and parking area designed for dwellings (typically two spaces per dwelling unit). The potential for conversion of dwellings to office or retail establishments is not feasible as it may strain the available parking spaces with no additional room for parking expansion. Retail and offices typically need a greater number of parking spaces for employees and customers.
- Short-term rental use is permitted by right in the proposed CMX-2 district with no cap. The potential for converting a large number of dwellings to short term rental purposes relates to policy decisions decided by the Board of Aldermen.
- **COMPREHENSIVE PLAN:** Requests for change in a zoning district should comply with the adopted Comprehensive Plan. The following elements of the Plan address the requested zoning:
 - *Policy 3.8: Establish a transition area around the Downtown area. A mix of uses will provide a buffer between the more intensive, business-oriented areas and the nearby lower-intensity residential areas. In the transitional area, the principal uses should include residential, bed and breakfast inns, low-intensity professional offices, neighborhood service business, child-care centers, and similar uses. A mix of single-family and moderate density multifamily (townhouse units, with a maximum of four units) should be permitted.*
 - *Policy 4.10 - Maintain compatible transitions between different land use and housing types through effective land use and site design regulations. This policy is intended to allow for development of a compatible mix of unit types and neighborhood-scale services.*

OTHER FEEDBACK:

- No public input was received on this issue.

STAFF CONCLUSION:

- From a zoning perspective, the proposed CMX-2 district is consistent with the existing CMX-2 zoning of the property to the east, however, the potential for the conversion of the existing dwellings to retail shops and offices may demand more parking spaces than are available. Also, the potential for converting a large number of dwellings to short term rental purposes relates to policy decisions decided by the Board of Aldermen.

POTENTIAL MOTIONS:

To recommend **approval** of the rezoning of 2003 Government Street from the RM-2, Multi-Family Residential District to the CMX-2 Community Commercial Mixed-Use District.

– OR –

To recommend **denial** of the rezoning of 2003 Government Street from the RM-2, Multi-Family Residential District to the CMX-2 Community Commercial Mixed-Use District.



City of Ocean Springs, Mississippi
On the Mississippi Gulf Coast

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

Office Use

Date Received _____

Received by _____

☐ App Fee Paid / Cash/Ck# _____

☐ Mailout Fee: \$ _____

☐ Mailout Pd: Cash / Ck# _____

CHANGE IN ZONING / USE PERMIT APPLICATION

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

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

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

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

Application Date: 11/30/2022

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

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

Applicant Information

Address of Lot(s): 2003 Government St.

Parcel ID(s): Per submitted condo plat

- | | | |
|---------------------|---|----------------------------|
| 1. Applicant: | <u>Cloyd Investments, LLC & Lucky #9, LLC</u> | Phone: <u>601-624-1921</u> |
| Address: | <u>433 E. Beach Dr. Ocean Springs, MS 39564</u> | Email: <u>joe@cloyd.ms</u> |
| 2. Owner of Record: | <u>Cloyd Investments, LLC & Lucky #9, LLC</u> | Phone: <u>601-624-1921</u> |
| Address: | <u>433 E. Beach Dr. Ocean Springs MS 39564</u> | Email: <u>joe@cloyd.ms</u> |

COMPLETE THE FOLLOWING:

- Current Zoning classification of property: RM-2
New Zoning District Requested (if applicable): CMX-2
- Explain the present use of the property and condition of any existing structures:
Property has recently been converted from long term rentals to condos. The development has been rehabilitated and is in excellent condition. Present use consists of long term rentals, primary residents and secondary residents.
- Describe the intended use of property:
Same as above plus any allowable uses in CMX-2.

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

1a. The neighborhood and community at large is seeing more need for ^{rental} owner-occupied housing and second homes plus increased demand for housing. This is a change from what was originally a mobile home park and has been only long term rental cottages for the past ten years.

1b. The existing parcel is completely surrounded by CMX-2 and CH. It stands to reason the RM2 zone, was a mistake that was not corrected during the UPC process.

2. Since the cottages were converted to condos, over 80% are under contract and several have closed. This is direct and actual evidence of public need and demand.

ATTACHMENTS REQUIRED:

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

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

Signature of Property Owner



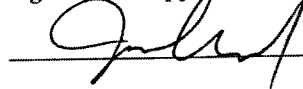
Cloyd Investments, LLC

Print name

11/30/2022

Date

Signature of Applicant



Cloyd Investments, LLC

Print name

11/30/2022

Date

Office Use Only: APPROVALS

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

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DRAFT REZONING ORDINANCE:

**ORDINANCE NO. 2023-xx
AN AMENDMENT TO ORDINANCE NO. 13-1976
REZONING PROPERTY HEREIN DESCRIBED FROM RM-2 MULTI FAMILY
RESIDENTIAL DISTRICT TO THE CMX-2 COMMUNITY COMMERCIAL MIXED-
USE DISTRICT**

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

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

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

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

WHEREAS, application was made to the Ocean Springs Planning Commission that a certain parcel of property presently zoned RM-2, Multi Family Residential District be changed to CMX-2, Community Commercial Mixed Use District, said property being described as:

Parcel ID: 60120120.025; and

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

WHEREAS, thereafter on January 10, 2023, a public hearing was held by the Ocean Springs Planning Commission.

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

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

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

Parcel ID: 60120120.025.

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

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

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

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

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

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

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

Mayor

City Clerk

Cottages at Oak Park and Cottages at Oak Park West

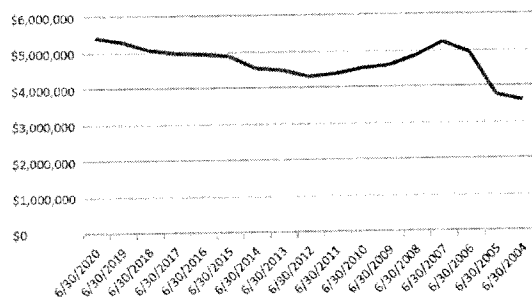


The Reasons to Rezone from RM-2 to CMX-2 Change in the Character of the Neighborhood (High Level)

- Downtown is pushing out from its center in every direction
 - West out Porter via the Porter Avenue Overlay District.
 - East out Government. Pushing past the Mary C with the new development coming to the former Swingster Property and beyond via Downtown Overlay District
 - Northward expansion is bounded by the railroad tracks and Hwy 90
 - South to Little Children's Park.
- This area of the City (Government Street from Martin Luther King to Holcomb) has been transitioning from Residential uses and zoning to Commercial over the past 20 years. Only three residentially zoned parcels in the area, including these 2.
- The use of Golf Carts has significantly expanded locals' ability to access the shops and restaurants in downtown, which drives demand for commercial use.
- Growth in business and commerce evidenced by increases sales tax collection.

City of Ocean Springs Sales Tax Collections

- Increase of
\$1,814,767 or 67%
over past 16 years



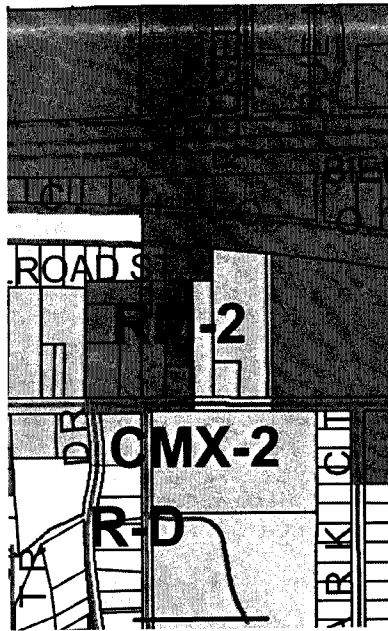
FY July 1 - June 30

<u>Date</u>	<u>Amount</u>
6/30/2020	\$5,411,723
6/30/2019	\$5,286,418
6/30/2018	\$5,062,705
6/30/2017	\$4,970,455
6/30/2016	\$4,942,521
6/30/2015	\$4,880,922
6/30/2014	\$4,541,785
6/30/2013	\$4,477,928
6/30/2012	\$4,298,296
6/30/2011	\$4,371,860
6/30/2010	\$4,518,464
6/30/2009	\$4,595,444
6/30/2008	\$4,857,120
6/30/2007	\$5,221,627
6/30/2006	\$4,941,702
6/30/2005	\$3,750,471
6/30/2004	\$3,596,956

The Reasons to Rezone from RM-2 to CMX-2 Change in the Character of the Neighborhood (Site Specific)

- Both Properties are adjacent to CMX-2 and both Properties are surrounded completely by Commercial, mostly C-H, which is high impact commercial.

CMX-2 is the tan / pink color
C-H is the red color

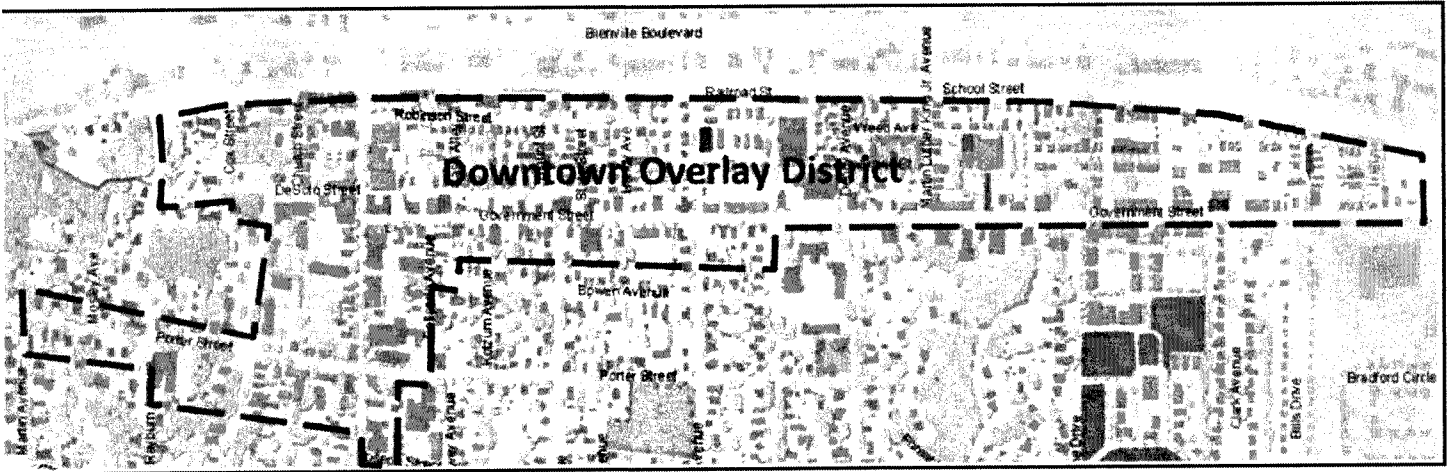


The Reasons to Rezone from RM-2 to CMX-2

Change in the Character of the Neighborhood (Site Specific)

- Both properties are adjacent to CMX-2 and both Properties are surrounded completely by Commercial, mostly C-H.
- Both properties are included in the Downtown Overlay District via the UDC

Downtown Overlay District Boundary



Development Standard for Overlay District (from the UDC)

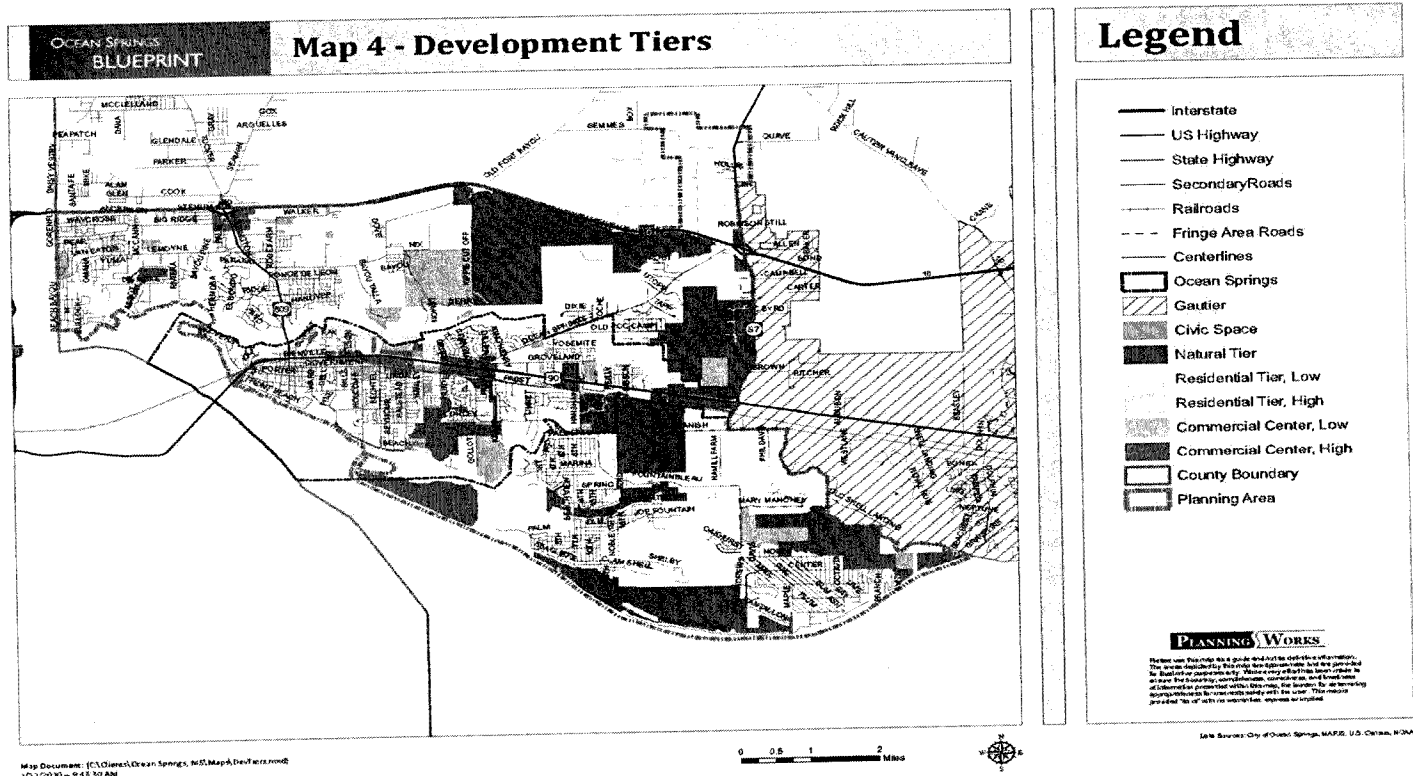
1. Building-Type. In order to reinforce the definition of the public realm through building mass and orientation towards the street, the following building-types are allowed.

- i. Live-work;
- ii. **Mixed Use**; and
- iii. Commercial
- iv. Civic buildings may be allowed provided they are on a corner lot, occupy an entire block or are located and oriented in such a manner as to be a significant focal point in the downtown

The Reasons to Rezone from RM-2 to CMX-2

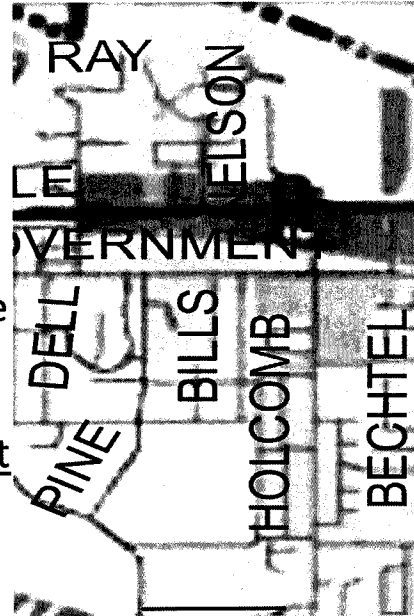
Change in the Character of the Neighborhood (Site Specific)

- Both Properties are adjacent to CMX-2 and both Properties are surrounded completely by Commercial, mostly C-H.
- Both properties are included in the Downtown Overlay District via the UDC.
- Ocean Springs Blueprint—the City's Comprehensive Plan—shows this site as Commercial Center, Low Intensity in its future Development Tier Map.



Commercial Center, Low Intensity Definition

- Intended to accommodate smaller mixed-use activity centers that are connected and integrated into the surrounding neighborhoods.
- These centers have a community neighborhood emphasis and include a range of retail and service uses.
- This is by definition what Cottages at Oak Park could be, especially as it exists adjacent to Cottage Square.



Development Tiers reflect a future condition

- Uses designated on the map may be appropriate in 10 to 20 years....
- *Please note this plan was created about 13 years ago.*
- The increase in sales tax collections of 67% demonstrate the appropriateness is sooner and not later.

The Reasons to Rezone from RM-2 to CMX-2

Change in the Character of the Neighborhood (Site Specific)

- Both Properties are adjacent to CMX-2 and both Properties are surrounded completely by Commercial, mostly C-H.
- Included in or adjacent to the Downtown Overlay District via the UDC
- Ocean Springs Blueprint—the City’s Comprehensive Plan—shows this site as Commercial Center, Low in its future Development Tier Map
- As I appreciate it, the City and Planning Commission has stated publicly its desire to rezone all properties from Martin Luther King Drive to Holcomb to Commercial. This request completes that mission on two of the three remaining properties in that area.
- Cottage Square represents a precedent for this request on an adjacent parcel for a development that is extremely similar to the Cottage at Oak Park development.
- Cottages at Oak Park has a non-conforming retail building on Government Street and has for 30 years, demonstrating that commercial use works well here.

The Reasons to Rezone from RM-2 to CMX-2

Public Need

- The City and Planning Commission has stated publicly its desire to rezone all properties from Martin Luther King Drive to Holcomb to Commercial. This request completes that mission on two of the three remaining properties in that area.
- Comprehensive plan agrees with this from a development tier perspective.
- Increase in tourism has created a demand for more commercial and mixed use development in the downtown overlay district.
- Local demand is wanting more high-end commercial, evidenced by recent developments and via the expansion of downtown through golf carts.
- The properties have transitioned from dilapidated Mobile Home Parks to Cottage Courts over the past 15 years. This request to allow for mixed use is a natural progression.

Parking

- Cottages at Oak Park West
 - If all Cottages were to be retail, the parking requirement is 17.
 - If all Cottages were to be office, the parking requirement is 14.
 - There are approximately 18 spots there.
- Cottages at Oak Park
 - There is sufficient parking for the current retail building on site.
 - We believe there is sufficient parking for a reasonable number of office and retail cottages on the site, but haven't a calculation.
 - This has mixed use potential, like Cottage Square, and the parking will have to comply with City ordinances.

The Reasons to Rezone – Mistake?

- Was there a mistake when this was zoned RM-2?
- It appears to be spot zoned
 - **One can make the argument that it was spot zoned based on each property being an residentially zoned island in a sea of commercially zoned properties.**
- The property is not adjacent to other RM-2 properties
- The property is on scale and use like the surrounding CMX-2 properties and the C-H properties

Other Factors and Concluding Thoughts

- The City has encouraged rezoning this area of town to commercial
- The property is adjacent to CMX-2 and C-H, and is in the Downtown Development Overlay District
- The Comprehensive Plan shows these properties as commercial zoning in the future (which is now)
- There is a clear public need for high end commercial and mixed use near downtown based on the sales tax evidence, the growth in tourism and the demand created by golf carts expanding “walkable” downtown
- In the past five years or so, the planning department and commission recommended a rezone for Cottage Square which is adjacent to one of these properties. We are asking for consistency in the City’s decision making.

Questions from the Board?

(And apologies for the lengthy presentation!)

From: Scott Elmore
To: Amanda Moser
Subject: Support for zoning change 2003 & 2207 Government St
Date: Tuesday, January 10, 2023 12:34:25 PM

ALCON,

I am Benjamin Scott Elmore and I reside at 627 Clark Ave. As a nearby Resident, I am in favor of the zoning change from RM-2 to CMX-2 for 2003 & 2207 Government St.

Thanks

Benjamin Scott Elmore



--

Scott Elmore

From: [matthew.storr](#)
To: [Amanda Moser](#)
Subject: Zoning
Date: Tuesday, January 10, 2023 12:31:05 PM

To: planningadmin@oceanspring-ms.gov

Tuesday, January 10, 11:59 AM

1 Matt Storr at 1815 Stuart Avenue, Ocean Springs.

1 am a nearby resident and in favor of the requested zoning changes from RM-2 to CMX-2 at 2003 & 2207 Government St.

Thanks for your time,

Matt

Get [Outlook for iOS](#)

From: Julia Illanne
To: Kenny Holloway; Amanda Moser
Subject: Rezoning Oak Park Cottages
Date: Sunday, January 08, 2023 3:41:24 PM

Hi all,

I do not see a public notice for this rezoning. Where online can notice be found? It is required as a rezoning is a map amendment. Please advice.

To be read at planning meeting...

There is no reason to rezone this property as cottages in this subdivision have recently been sold as owner purchased homes which is the perfect zoning whether lived in by the owner or converted to STR.

RM-2 permits STR just as CMX-1 and CMX 2 does. They all have P on usage chart. The homeowners who purchased these cottages as homes should not have to deal with the other uses permitted by a commercial classification.

In addition, a commercial use to these cottages would infringe on the narrow roads and homeowner parking especially as parking is not adequate.

There is no change to this subdivision to be rezoned and classified for commercial use.

Thank you,

Julia Illanne



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: Honorable Mayor and Board of Aldermen

From: Carolyn Martin, Planning & Grants Administrator
Wade Morgan, AICP, City Planner

Date: February 7, 2023

Re: **PUBLIC HEARING - ORDINANCE**
PLANNING COMMISSION REPORT: Request Approval of a Zoning Change from RM-2 (Multi-Family Residential District) to CMX-2 (Community Commercial/Mixed Use District)
2207 Government Street / Parcel Identification Nos.: 61058020.000 through 61058050.000
Applicant/Owner – Cloyd Investments, LLC, and Cottages at Oak Park, LLC

The Planning Commission (PC) considered the request described above at its regular meeting on Tuesday, January 10, 2023. The specific request is for to change the property's zoning district from the RM-2, Multi-Family Residential District to the CMX-2, Community Commercial / Mixed Use District. The applicant notes that the intended use of the property is for, "long term rentals, primary residents, and secondary residents plus, any allowable use in CMX-2".

The criteria for a change in zoning are [1] there was a mistake in the original zoning or [2] the character of the neighborhood has changed to such an extent as to justify reclassification AND that a public need exists for rezoning. The applicant must describe and provide justification to the PC and BOA about how the character of the neighborhood has changed. In addition, the applicant should describe the need for the rezoning.

The applicant described to the PC the changes that have occurred in the neighborhood and justify the zoning change. In addition, he noted how the mixed residential, office and commercial uses that the CMX-2 district will allow are desired and needed by the community. The PC members considered the report from the staff and the information provided by the applicant and discussed the issues with the zoning change. A motion to recommend approval of the change in zoning as requested, due to the changes in character of the neighborhood and the need for the CMX-2 district, passed with all members present and voting YES.

The Draft Ordinance and documentation related to the application is attached.

EXHIBIT # 4-b

PLANNING COMMISSION REPORT
— PUBLIC HEARING —

<u>PUBLIC HEARING DATE:</u>	January 10, 2023
<u>APPLICANT(S):</u>	Cloyd Investments, LLC, and Cottages at Oak Park, LLC
<u>CURRENT OWNER?</u>	✓ Yes No
<u>LOCATION:</u>	2207 Government Street / PID# 6123003.000 and 61230004.000
<u>REQUESTED ACTION:</u>	Zoning change from RM-2 (Multi-Family Residential District) to CMX-2 (Community Commercial / Mixed Use District)
<u>DATE OF APPLICATION:</u>	November 30, 2022

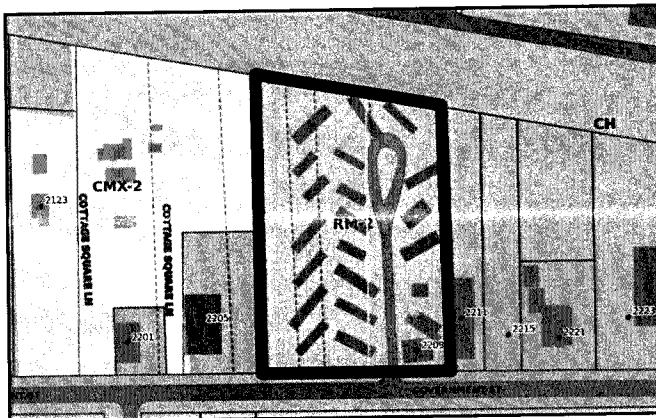
ADJACENT ZONING AND LAND USE:

Subject Property:	RM-2, Multi-Family Residential District – The Cottages at Oak Park, a condominium development of 29 detached dwellings on a private drive;
North:	C-H, Regional Commercial District – CSX Railroad;
East:	C-H, Regional Commercial District – offices and service commercial establishments.
South:	across Government Street, C-H, Regional Commercial District – Oak Park Elementary school;
West:	C-H, Reginal Commercial District and CMX-2, Community Commercial / Mixed-Use Districts – automotive service shop and Cottage Square residential and office development.

CURRENT CONDITIONS:

- **Property Size:** 2.26 acres.

CURRENT ZONING:



DESCRIPTION OF REQUEST:

- The applicant requests to change the property's zoning district from the RM-2, Multi-Family Residential District to the CMX-2, Community Commercial / Mixed Use District. The applicant notes that the, "property has recently been converted from long term rentals to condos," and the intended use of the property is for, "long term rentals, primary residents and secondary residents plus, any allowable use in CMX-2".
- The application states that the neighborhood and community at large is seeing more need for owner-occupied housing and second homes plus increased demand for rental housing. This is a change from what was originally a mobile home park and has been only long-term rental cottages for the past ten years." In addition, the application states, "the existing parcel is completely surrounded by CMX-2 and C-H. It stands to reason the RM-2 zone, was a mistake that was not corrected during the UDC process. Since the cottages were converted to condos, over 80% are under contract and several have closed. This is direct and actual evidence of public need and demand."

FINDINGS:

- The property was rezoned in 2009 from the R-5, Mobile Home Residential District to the R-4, Multi-Family Residential District (Ordinance -22-2009). The Planning Commission (PC) had recommended approval on February 10, 2009, and the Board of Aldermen (BOA) approved the rezoning on November 3, 2009. The PC concluded that the Central Business District had pushed eastward and the Pines Mobile Home Park was inconsistent with the surrounding area.
- The CMX-2 district is described in the UDC as, "Medium-intensity commercial mixed-use district. Maximum 35' building height. Creates a corridor of compatible mixed uses that link more intensive Regional Commercial Centers (CH). Detached and attached residential, and mixed-use buildings allowed as of right when scale, form and design requirements are met."
- Following is a list of uses that are permitted by right in the CMX-2 district that are not permitted in the RM-2 district:
 - Housing services for the elderly;
 - Hotels, motels, or other accommodation services;
 - Bed and breakfast inn;
 - Short-term rental;
 - Hotel, motel, or tourist court;
 - General retail sales/service;
 - Tobacco Store;
 - Convenience store;
 - Finance and Insurance;
 - Theme or festival center (leisure, tourist-oriented, restaurants);
 - Tattoo Studio;
 - Fashion/specialty center (higher end, fashion-oriented stores);
 - Museums, other special purpose recreational institutions;
 - Amusement, sports, or recreation establishment;
 - Clinics;
 - Nursing and Rehabilitative Services; and
 - Social Assistance, Welfare and Charitable Services.

- The criteria for a change in zoning are [1] there was a mistake in the original zoning or [2] the character of the neighborhood has changed to such an extent as to justify reclassification **AND** that a public need exists for rezoning. The applicant must describe and provide justification to the PC and BOA about how the character of the neighborhood has changed. In addition, the applicant should describe the need for the rezoning.
- The application states that the RM-2 zoning was a mistake that was not corrected during the UDC process. That statement is incorrect in that the adoption of the UDC amended the overall zoning regulations affecting all properties and did not rezone any individual properties.
- From a zoning perspective, the proposed CMX-2 district is consistent with the existing CMX-2 zoning of Cottage Square to the west and with the C-H zoning to the east. However, the property is developed with 29 detached dwellings and a parking area designed for dwellings (typically (2) two spaces per dwelling unit). The potential for conversion of the dwellings to office or retail establishments may strain the available parking spaces. Retail and offices typically need a greater number of parking spaces for employees and customers.
- The current RM-2 district is covered by the residential short-term rental (STR) regulations and the cap of 75 STR permits. Short-term rental use is permitted by right in the proposed CMX-2 district with no cap. The potential for converting a large number of dwellings to short term rental purposes relates to policy decisions decided by the Board of Aldermen.
- **COMPREHENSIVE PLAN:** Requests for change in a zoning district should comply with the adopted Comprehensive Plan. The following elements of the Plan address the requested zoning:
 - *Policy 3.8: Establish a transition area around the Downtown area. A mix of uses will provide a buffer between the more intensive, business-oriented areas and the nearby lower-intensity residential areas. In the transitional area, the principal uses should include residential, bed and breakfast inns, low-intensity professional offices, neighborhood service business, child-care centers, and similar uses. A mix of single-family and moderate density multifamily (townhouse units, with a maximum of four units) should be permitted.*
 - *Policy 4.10 - Maintain compatible transitions between different land use and housing types through effective land use and site design regulations. This policy is intended to allow for development of a compatible mix of unit types and neighborhood-scale services.*

OTHER FEEDBACK:

- No public input was received on this issue.

CONCLUSION:

- From a zoning perspective, the proposed CMX-2 district is consistent with the existing CMX-2 zoning of the property to the west, however, the potential for the conversion of the existing dwellings to retail shops and offices may demand more parking spaces than are available. Also, the potential for converting a large number of dwellings to short term rental purposes relates to policy decisions decided by the Board of Aldermen.

POTENTIAL MOTIONS:

To recommend **approval** of the rezoning of 2207 Government Street from the RM-2, Multi-Family Residential District to the CMX-2 Community Commercial Mixed-Use District.

– OR –

To recommend **denial** of the rezoning of 2207 Government Street from the RM-2, Multi-Family Residential District to the CMX-2 Community Commercial Mixed-Use District.



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

Office Use

Date Received _____

Received by _____

☐ App Fee Paid / Cash/Ck# _____

☐ Mailout Fee: \$ _____

☐ Mailout Pd: Cash / Ck# _____

CHANGE IN ZONING / USE PERMIT APPLICATION

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

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

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

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

Application Date: 11/30/2022

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

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

Applicant Information

Address of Lot(s): 2207 Government St.

Parcel ID(s): Per submitted condo plat

1. Applicant: Cloyd Investments, LLC & Cottages at Oak Park, LLC Phone: 601-624-1921
Address: 433 E. Beach Dr. Ocean Springs, MS 39564 Email: joe@cloyd.ms
2. Owner of Record: Cloyd Investments, LLC & Cottages at Oak Park, LLC Phone: 601-624-1921
Address: 433 E. Beach Dr. Ocean Springs MS 39564 Email: joe@cloyd.ms

COMPLETE THE FOLLOWING:

1. Current Zoning classification of property: RM-2
New Zoning District Requested (if applicable): CMX-2
2. Explain the present use of the property and condition of any existing structures:
Property has recently been converted from long term rentals to condos. The development has been rehabilitated and is in excellent condition. Present use consists of long term rentals, primary residents and secondary residents.
3. Describe the intended use of property:
Same as above plus any allowable uses in CMX-2.



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

1a. The neighborhood and community at large is seeing more need for rental owner-occupied housing and second homes plus increased demand for housing. This is a change from what was originally a mobile home park and has been only long term rental cottages for the past ten years.

1b. The existing parcel is completely surrounded by CMX-2 and CH. It stands to reason the RM2 zone, was a mistake that was not corrected during the UPC process.

2. Since the cottages were converted to condos, over 80% are under contract and several have closed. This is direct and actual evidence of public need and demand.

ATTACHMENTS REQUIRED:

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

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

Signature of Property Owner

Cloyd Investments, LLC

Print name

11/30/2022

Date

Signature of Applicant

Cloyd Investments, LLC

Print name

11/30/2022

Date

Office Use Only: APPROVALS

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

PB 26 pg 15

DRAFT REZONING ORDINANCE:

**ORDINANCE NO. 2023-xx
AN AMENDMENT TO ORDINANCE NO. 13-1976
REZONING PROPERTY HEREIN DESCRIBED FROM RM-2 MULTI FAMILY
RESIDENTIAL DISTRICT TO THE CMX-2 COMMUNITY COMMERCIAL MIXED-
USE DISTRICT**

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

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

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

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

WHEREAS, application was made to the Ocean Springs Planning Commission that a certain parcel of property presently zoned RM-2, Multi Family Residential District be changed to CMX-2, Community Commercial Mixed Use District, said property being described as:

Parcel ID: 6123003.000 and 61230004.000; and

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

WHEREAS, thereafter on January 10, 2023, a public hearing was held by the Ocean Springs Planning Commission.

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

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

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

Parcel ID: 6123003.000 and 61230004.000.

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

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

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

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

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

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

Mayor

City Clerk

Cottages at Oak Park and Cottages at Oak Park West

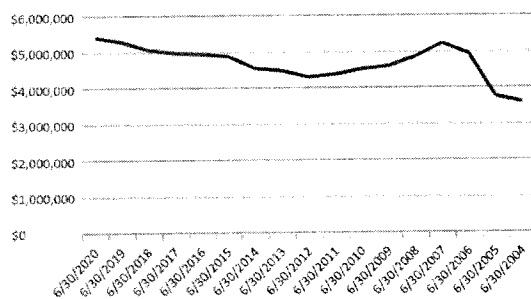


The Reasons to Rezone from RM-2 to CMX-2 Change in the Character of the Neighborhood (High Level)

- Downtown is pushing out from its center in every direction
 - West out Porter via the Porter Avenue Overlay District.
 - East out Government. Pushing past the Mary C with the new development coming to the former Swingster Property and beyond via Downtown Overlay District
 - Northward expansion is bounded by the railroad tracks and Hwy 90
 - South to Little Children's Park.
- This area of the City (Government Street from Martin Luther King to Holcomb) has been transitioning from Residential uses and zoning to Commercial over the past 20 years. Only three residentially zoned parcels in the area, including these 2.
- The use of Golf Carts has significantly expanded locals' ability to access the shops and restaurants in downtown, which drives demand for commercial use.
- Growth in business and commerce evidenced by increases sales tax collection.

City of Ocean Springs Sales Tax Collections

- Increase of
\$1,814,767 or 67%
over past 16 years



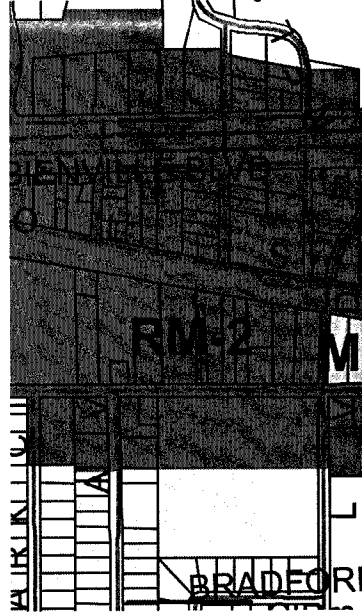
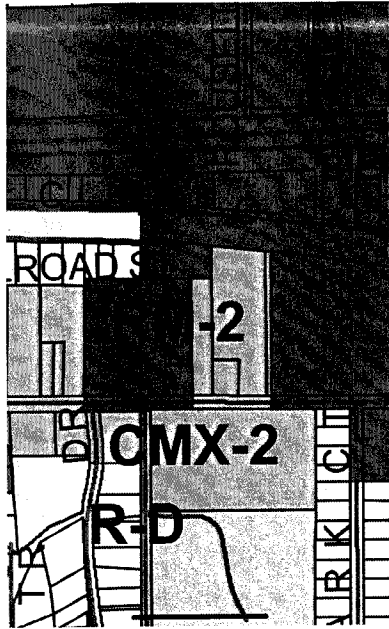
FY July 1 - June 30

<u>Date</u>	<u>Amount</u>
6/30/2020	\$5,411,723
6/30/2019	\$5,286,418
6/30/2018	\$5,062,705
6/30/2017	\$4,970,455
6/30/2016	\$4,942,521
6/30/2015	\$4,880,922
6/30/2014	\$4,541,785
6/30/2013	\$4,477,928
6/30/2012	\$4,298,296
6/30/2011	\$4,371,860
6/30/2010	\$4,518,464
6/30/2009	\$4,595,444
6/30/2008	\$4,857,120
6/30/2007	\$5,221,627
6/30/2006	\$4,941,702
6/30/2005	\$3,750,471
6/30/2004	\$3,596,956

The Reasons to Rezone from RM-2 to CMX-2 Change in the Character of the Neighborhood (Site Specific)

- Both Properties are adjacent to CMX-2 and both Properties are surrounded completely by Commercial, mostly C-H, which is high impact commercial.

CMX-2 is the tan / pink color
C-H is the red color

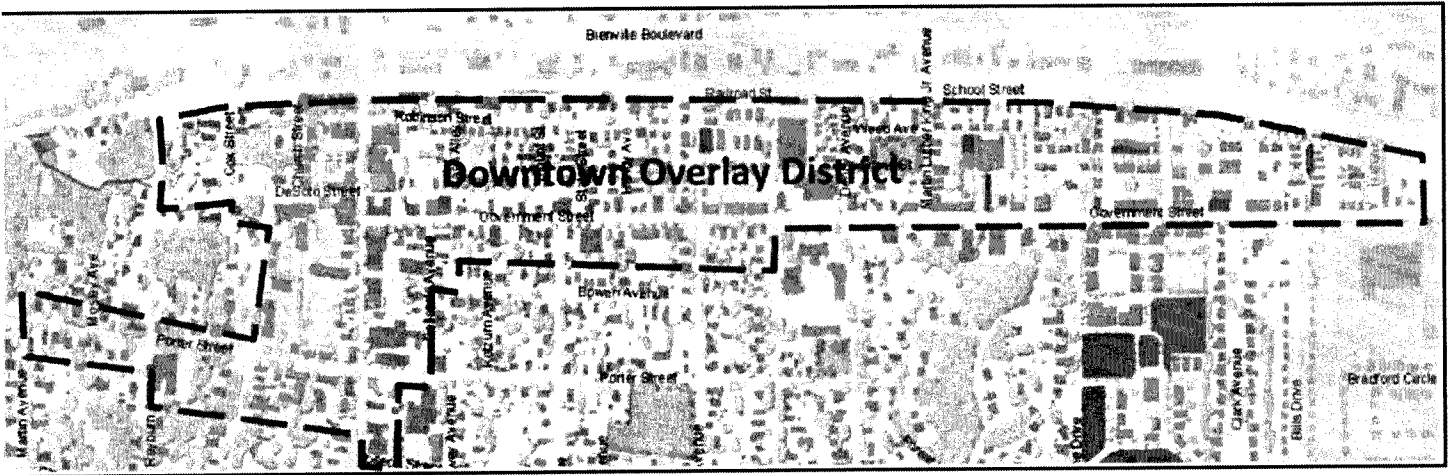


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- Both properties are adjacent to CMX-2 and both Properties are surrounded completely by Commercial, mostly C-H.
- Both properties are included in the Downtown Overlay District via the UDC

Downtown Overlay District Boundary



Development Standard for Overlay District (from the UDC)

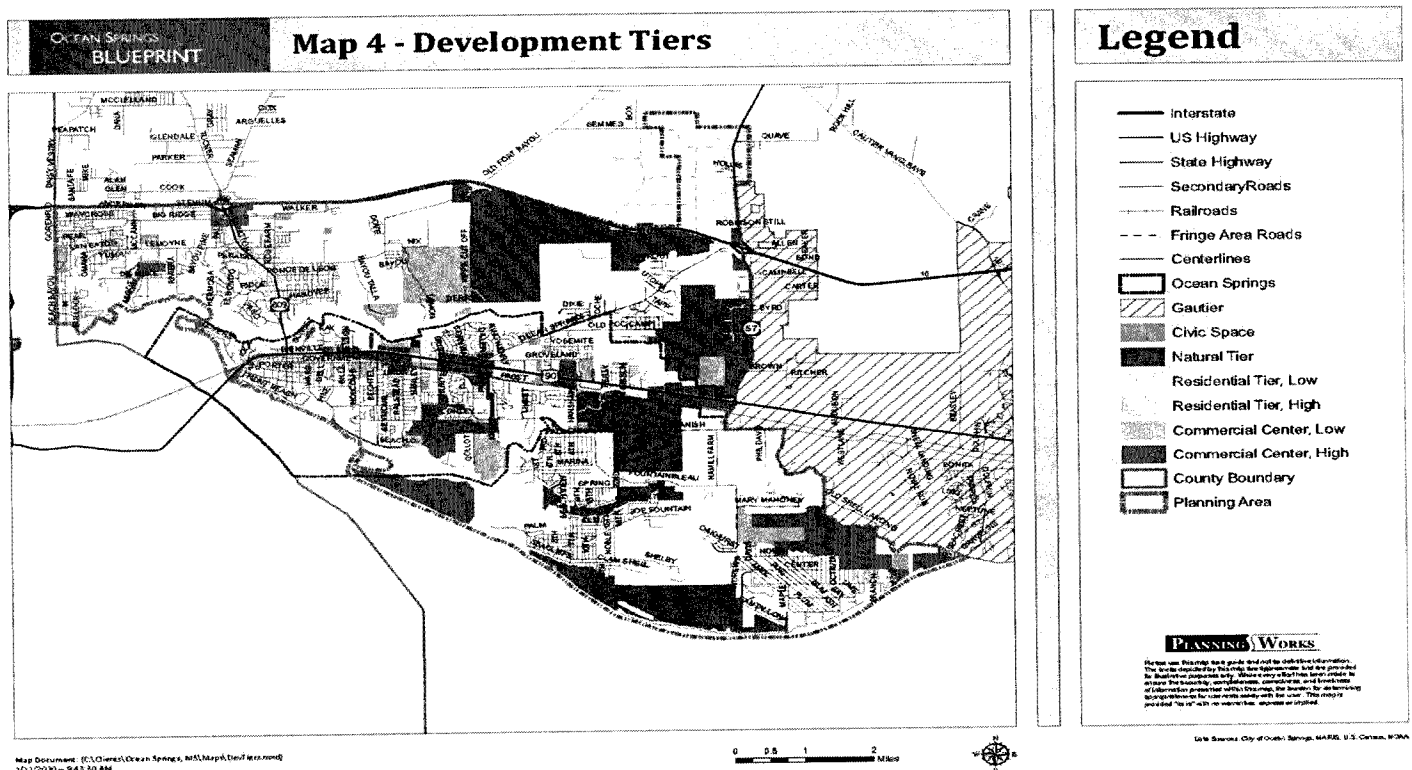
1. Building-Type. In order to reinforce the definition of the public realm through building mass and orientation towards the street, the following building-types are allowed.

- i. Live-work;
- ii. **Mixed Use**; and
- iii. Commercial
- iv. Civic buildings may be allowed provided they are on a corner lot, occupy an entire block or are located and oriented in such a manner as to be a significant focal point in the downtown

The Reasons to Rezone from RM-2 to CMX-2

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- Intended to accommodate smaller mixed-use activity centers that are connected and integrated into the surrounding neighborhoods.
- These centers have a community neighborhood emphasis and include a range of retail and service uses.
- This is by definition what Cottages at Oak Park could be, especially as it exists adjacent to Cottage Square.



Development Tiers reflect a future condition

- Uses designated on the map may be appropriate in 10 to 20 years....
- *Please note this plan was created about 13 years ago.*
- The increase in sales tax collections of 67% demonstrate the appropriateness is sooner and not later.

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- **As I appreciate it, the City and Planning Commission has stated publicly its desire to rezone all properties from Martin Luther King Drive to Holcomb to Commercial. This request completes that mission on two of the three remaining properties in that area.**
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- Cottages at Oak Park has a non-conforming retail building on Government Street and has for 30 years, demonstrating that commercial use works well here.

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- The City and Planning Commission has stated publicly its desire to rezone all properties from Martin Luther King Drive to Holcomb to Commercial. This request completes that mission on two of the three remaining properties in that area.
- Comprehensive plan agrees with this from a development tier perspective.
- Increase in tourism has created a demand for more commercial and mixed use development in the downtown overlay district.
- Local demand is wanting more high-end commercial, evidenced by recent developments and via the expansion of downtown through golf carts.
- The properties have transitioned from dilapidated Mobile Home Parks to Cottage Courts over the past 15 years. This request to allow for mixed use is a natural progression.

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- Cottages at Oak Park West
 - If all Cottages were to be retail, the parking requirement is 17.
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 - We believe there is sufficient parking for a reasonable number of office and retail cottages on the site, but haven't a calculation.
 - This has mixed use potential, like Cottage Square, and the parking will have to comply with City ordinances.

The Reasons to Rezone – Mistake?

- Was there a mistake when this was zoned RM-2?
- It appears to be spot zoned
 - **One can make the argument that it was spot zoned based on each property being an residentially zoned island in a sea of commercially zoned properties.**
- The property is not adjacent to other RM-2 properties
- The property is on scale and use like the surrounding CMX-2 properties and the C-H properties

Other Factors and Concluding Thoughts

- The City has encouraged rezoning this area of town to commercial
- The property is adjacent to CMX-2 and C-H, and is in the Downtown Development Overlay District
- The Comprehensive Plan shows these properties as commercial zoning in the future (which is now)
- There is a clear public need for high end commercial and mixed use near downtown based on the sales tax evidence, the growth in tourism and the demand created by golf carts expanding “walkable” downtown
- In the past five years or so, the planning department and commission recommended a rezone for Cottage Square which is adjacent to one of these properties. We are asking for consistency in the City’s decision making.

Questions from the Board?

(And apologies for the lengthy presentation!)

From: Scott Elmore
To: Amanda Moser
Subject: Support for zoning change 2003 & 2207 Government St
Date: Tuesday, January 10, 2023 12:34:25 PM

ALCON,

I am Benjamin Scott Elmore and I reside at 627 Clark Ave. As a nearby Resident, I am in favor of the zoning change from RM-2 to CMX-2 for 2003 & 2207 Government St.

Thanks

Benjamin Scott Elmore

[REDACTED]

--

Scott Elmore

From: [matthew storr](#)
To: [Amanda Moser](#)
Subject: Zoning
Date: Tuesday, January 10, 2023 12:31:05 PM

To: planningadmin@oceanspring-ms.gov

Tuesday, January 10, 11:59 AM

1 Matt Storr at 1815 Stuart Avenue, Ocean Springs.

1 am a nearby resident and in favor of the requested zoning changes from RM-2 to CMX-2 at 2003 & 2207 Government St.

Thanks for your time,

Matt

Get [Outlook for iOS](#)

From: Jo Lee Usry
To: Amanda Moser
Subject: Cottages at Oak Park
Date: Tuesday, January 10, 2023 11:49:15 AM

Dear Planning Commission,

My husband and I Thomas Usry cottage 8 in Cottages at Oak Park and we are in favor of the requested zoning change of 2207 Government St. from RM-2 to CMX-2.

Jo Lee Usry



From: [Julia Illanne](#)
To: [Kenny Holloway](#); [Amanda Moser](#)
Subject: Rezoning Oak Park Cottages
Date: Sunday, January 08, 2023 3:41:24 PM

Hi all,

I do not see a public notice for this rezoning. Where online can notice be found? It is required as a rezoning is a map amendment. Please advice.

To be read at planning meeting...

There is no reason to rezone this property as cottages in this subdivision have recently been sold as owner purchased homes which is the perfect zoning whether lived in by the owner or converted to STR.

RM-2 permits STR just as CMX-1 and CMX 2 does. They all have P on usage chart.

The homeowners who purchased these cottages as homes should not have to deal with the other uses permitted by a commercial classification.

In addition, a commercial use to these cottages would infringe on the narrow roads and homeowner parking especially as parking is not adequate.

There is no change to this subdivision to be rezoned and classified for commercial use.

Thank you,

Julia Illanne



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: Honorable Mayor and Board of Aldermen

From: Carolyn Martin, Planning & Grants Administrator
Wade Morgan, AICP, City Planner

Date: February 7, 2023

Re: ZONING ADJUSTMENT BOARD REPORT:
Appeal of the Building Official and Community Development and Planning Dept. Determination regarding Commercial Activity
Parcel Identification No.: 60121135.000
Appellant – Michael J. Paoletti, Jr. DBA Food, Booze and Hiccups and Belly-Up Beach Chairs

The Zoning Adjustment Board (ZAB) considered the appeal described above at its regular meeting on Tuesday, January 10, 2023. The applicant is specifically appealing a cease-and-desist letter and determination regarding commercial business operations in a PUB – Public zoning district.

The PUB – Public zoning district includes Front Beach, between the CSX Railroad and the small craft harbor. The land use matrix from the UDC (included in the report to the ZAB) lists the land uses that are permitted in each zoning district. A “P” denotes a use that is permitted in that district and a dash (“-”) denotes a use that is prohibited. The matrix clearly shows that retail sales, personal services and retail food services are not permitted in the PUB district on Front Beach. A 2016 email from Carolyn Martin to Rita Paoletti (included in the report to the ZAB) established the basic rules for commercial activities associated with her beach chair rental business that are and are not permitted on Front Beach. The delivery and pick up of beach chairs can take place on public property such as Front Beach, but marketizing or advertising is not allowed on public property. In November, 2022, the attached Cease and Desist letter was sent to Michael and Stephanie Paoletti notifying them that their commercial activities on Front Beach were not permitted by the PUB zoning of Front Beach.

The ZAB considered the report from the staff and the presentation by the applicant. A motion to recommend denial of the appeal was approved with all members present and voting YES.

Documentation related to the application is attached.

EXHIBIT # 7-a

CEASE AND DESIST LETTER FROM BUILDING OFFICIAL:

NOTICE TO IMMEDIATELY CEASE AND DESIST

Michael Paoletti
Stephanie Paoletti
9201 Ridgeview Drive East
Ocean Springs, MS 39564

**Re: Unauthorized commercial activity on Front Beach - Food, Booze, & Hiccups
and Belly Up Beach Chairs**

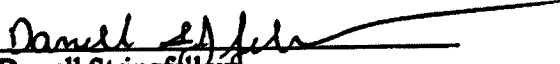
Dear Mr. & Mrs. Paoletti,

It has come to my attention that you are operating commercial business on Front Beach in violation of the City of Ocean Springs, Mississippi's Unified Development Code. This includes operations by both Food, Booze & Hiccups, LLC and Belly Up Beach Chairs, LLC.

Pursuant to Chapter Three of the Unified Development Code, Front Beach lies within the "Public" zoning district. Therein, no retail or commercial uses are permitted. Accordingly, you are operating commercial activity in violation of City Code.

Please be advised that you are ordered by the City of Ocean Springs, Mississippi to immediately cease and desist all such commercial activity on Front Beach. Please consider this your final notice.

Every separate offense is a misdemeanor and subject to fine or imprisonment. If unauthorized activity continues, the City will seek prosecution under City Code and/or additional recourse allowed by law. If you have any questions, please contact me at _ (228)875-6712.


Darrell Stringfellow
Building Official

cc: David Krause
krause@law-dog.com

CITY OF OCEAN SPRINGS COMMUNITY
DEVELOPMENT AND PLANNING
P.O BOX 1800 / OCEAN SPRINGS, MS 39566-1800 228-875-4415

ZONING ADJUSTMENT BOARD REPORT

MEETING DATE: January 10, 2023

APPLICANT(S): Michael J. Paoletti, Jr., DBA Food, Booze and Hiccups and Belly Up Beach Chairs

CURRENT OWNER? Yes ☒ No

If No, - List Current Owner:

REQUESTED ACTION: Appeal of Building Official and Community Development and Planning Dept. Determination regarding Commercial Activity

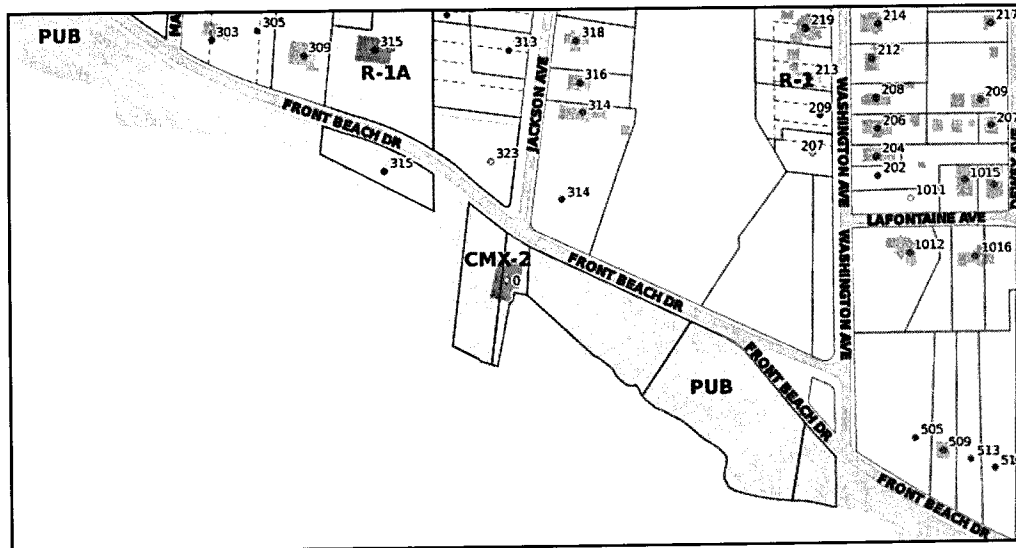
DATE OF APPLICATION: November 30, 2022

LOCATION: Front Beach Park

AREA ZONING AND LAND USE:

Subject Property: PUB, Public District

VICINITY:



DESCRIPTION OF REQUEST:

- The applicant is appealing a cease-and-desist letter and determination regarding commercial business operations in a Public zoning district.

FINDINGS:

- The PUB Public zoning district includes Front Beach, between the CSX Railroad and the small craft harbor.
- The attached land use matrix from the UDC list the land uses that are permitted in each zoning district. A "P" denotes a use that is permitted in that district and a dash ("-") denotes a use that is prohibited.
- The matrix clearly shows that retail sales, personal services and retail food services are not permitted in the PUB district on Front Beach.
- The attached 2016 email from Carolyn Martin to Rita Paoletti established the basic rules for commercial activities associated with her beach chair rental business that are and are not permitted on Front Beach. The delivery and pick up of beach chairs can take place on public property such as Front Beach, but marketizing or advertising is not allowed on public property.
- In November, 2022, the attached Cease and Desist letter was sent to Michael and Stephanie Paoletti notifying them that their commercial activities on Front Beach were not permitted by the PUB zoning of Front Beach.

POTENTIAL MOTION: To deny (approve) the applicant's appeal of the Building Official's determination regarding commercial activity on Front Beach.

NOTICE TO IMMEDIATELY CEASE AND DESIST

Michael Paoletti
Stephanie Paoletti
9201 Ridgeview Drive East
Ocean Springs, MS 39564

**Re: Unauthorized commercial activity on Front Beach - Food, Booze, & Hiccups
and Belly Up Beach Chairs**

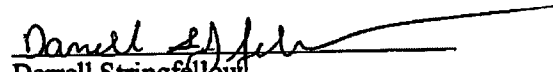
Dear Mr. & Mrs. Paoletti,

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Every separate offense is a misdemeanor and subject to fine or imprisonment. If unauthorized activity continues, the City will seek prosecution under City Code and/or additional recourse allowed by law. If you have any questions, please contact me at _ (228)875-6712.


Darrell Stringfellow
Building Official

cc: David Krause
krause@law-dog.com

LAND USE MATRIX FROM THE UDC:

LBCS Code	Description	R-1	R-2	R-10	R-3	RMH	R-D	R-1A	RM-2	CMX-1	CMX-2	CH	M1	CP	PUB	C-M
S 1350	Temporary structures, tents, etc. for shelter	C	C	C	C	C	C		C	C	-	-	-	-	-	-
S 1360	Other structurally converted buildings	-	-	-	-	-	C		C	C	-	-	-	-	-	-
S 2611	Loft building	-	-	-	-	-	C		C	C	-	-	-	-	-	-
F 2000	General sales or services															
F 2100	Retail sales or service, not elsewhere listed	-	-	-	-	C	-	See Footnotes 12 and 13 - Below	C	P	P	P	C	C	-	-
F 2110	Automobile sales or service establishment	-	-	-	-	-	-		-	-	-	P	P	-	-	-
F 2114	Boat and Marine sales or service establishment	-	-	-	-	-	-		-	-	-	P	P	-	-	-
F 2116	Fuel Sales or Fuel Pumps ⁽¹⁾	-	-	-	-	-	-		-	-	-	p ¹	p ¹	P	-	C
F 2120	Heavy consumer goods sales or service	-	-	-	-	-	-		-	-	-	P	P	-	-	-
F 2130	Durable consumer goods sales and service	-	-	-	-	-	-		-	P	P	P	-	-	-	-
F 2143	Tobacco Store	-	-	-	-	-	-		-	P	P	P	-	-	-	-
F 2152	Convenience store	-	-	-	-	C	-		C ¹	P	P	P	-	-	-	-
F 2155	Wine and liquor store	-	-	-	-	-	-		C ²	p ²	p ²	p ²	-	-	-	-
F 2200	Finance and Insurance	-	-	-	-	-	-		-	P	P	P	-	-	-	-
F 2220	Pawn Shop	-	-	-	-	-	-		-	-	-	p ³	p ³	-	-	-
F 2300	Real estate, and rental and leasing	-	-	-	-	-	-		C	P	P	P	-	-	-	-
F 2330	Rental and leasing	-	-	-	-	-	-		P	P	P	P	-	-	-	-
F 2400	Business, professional, scientific, technical, services not listed elsewhere	-	-	-	-	-	-		C	P	P	P	P	-	-	-
F 2418	Veterinary Clinic	-	-	-	-	-	-		-	-	-	p ⁴	p ⁴	-	-	-

LBCS Code	Description	R-1	R-2	R-10	R-3	RMH	R-D	R-1A	RM-2	CMX-1	CMX-2	CH	M1	CP	PUB	C-M
F 2450	Services to buildings and dwellings	-	-	-	-	-	-		-	P	P	P	P	-	-	-
F 2500	Food service, not listed elsewhere	-	-	-	-	-	-		C	P	P	P	P	C	-	-
F 2530	Non-alcoholic Coffee, Snack, Juice Bar	-	-	-	-	C	-		P	P	P	P	-	P	-	-
F 2540	Bar or drinking place ⁶	-	-	-	-	-	-		-	p ⁶	p ⁶	p ⁶	p ⁶	-	-	-
F 2550	Mobile food services	-	-	-	-	-	-		C	P	P	P	P	-	-	-
F 2580	Vending machine operator	-	-	-	-	-	-		-	P	P	P	-	-	-	-
F 2600	Personal services	-	-	-	-	-	-		P	P	P	P	-	-	-	-
NA	Tattoo Studio	-	-	-	-	-	-		-	-	p ⁷	p ⁷	p ⁷	-	-	-
F 2700	Pet and animal sales or service (except veterinary)	-	-	-	-	-	-		C	p ⁵	p ⁵	P	-	-	-	-
S 2510	Neighborhood center (convenience with 1+ anchors)	-	-	-	-	-	-		-	P	P	P	-	-	-	-
S 2520	Community center (general merchandise with 2+ anchors)	-	-	-	-	-	-		-	C	P	P	-	-	-	-
S 2530	Regional center (enclosed mall with 2+ anchors)	-	-	-	-	-	-		-	-	-	P	-	-	-	-
S 2540	Superregional center (similar to regional, with 3+ anchors)	-	-	-	-	-	-		-	-	-	P	P	-	-	-
S 2550	Fashion/specialty center (higher end, fashion-oriented stores)	-	-	-	-	-	-		-	P	P	P	-	-	-	-
S 2560	Power center (category-dominated anchors with few small tenants)	-	-	-	-	-	-		-	-	-	P	P	-	-	-

See Footnotes 12 and 13 - Below

APPLICANT'S APPEAL APPLICATION:



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

APPEAL
PLANNING DEPARTMENT DETERMINATION

.....
Appeals of any determination made by the Planning Department staff are heard in a Public Meeting by the Zoning & Adjustments Board (ZAB).

Date of Planning Department denial: not on case: desist

SUBJECT PROPERTY ADDRESS: Front Beach Ocean Springs
Current Property Zoning Classification: Public

Property Owner Information:

NAME: Jackson County
ADDRESS: _____
PHONE: _____
EMAIL: _____

Applicant Information (if different):

NAME: Michael J Paolitti Jr
ADDRESS: 1056 Thom Ave OS MS 39564
PHONE: 601-299-3152
EMAIL: Michael@FBHOS.com

.....
If Applicant is authorized to represent Property Owner, Applicant must provide documentation signed by the Property Owner.
.....

NOTE: The date of the public hearing will be set based on the date this application is received.

REQUEST SUMMARY:

We are appealing a cease and desist stating that we stop commercial activity on Front Beach Ocean Springs

**ATTACH ADDITIONAL INFORMATION IF APPLICABLE.

IS THERE ANY ADDITIONAL INFORMATION SUBMITTED WITH THIS APPEAL APPLICATION THAT WAS NOT INCLUDED IN THE ORIGINAL REQUEST? YES ☒ NO ☐

If yes, Please describe: privilege license (2), Health Dept letter grade,

Coastal MS spreadsheet, Jackson County Outpost award

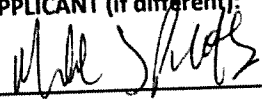
PROPERTY OWNER:

Signature

Printed Name – Property Owner

Date

APPLICANT (if different):


Signature

Michael S Proketti Jr
Printed Name – Applicant

11/30
Date

Updated: 11/15/2022

2016 EMAIL ESTABLISHING OPERATION OF BUSINESS:

Carolyn Martin

From: Carolyn Martin
Sent: Monday, May 02, 2016 3:25 PM
To: RITA PAOLETTI
Subject: RE: beach chair rental

Rita,

From our conversation I understand that your business address will be your home as a Home Occupation and that the chairs will not include any marketing information with reference to rentals. Based on the information provided below and over the phone, the following conditions and restrictions would apply to your proposal:

1. Home Occupations – per Section 505. - Home occupation; regulations: (1) Home occupations shall not be carried out in more than twenty (20) per cent of the total dwelling building area; (2) There shall be no external evidence of the use except for the allowance of one unanimated, non-illuminated sign not to exceed one square foot in area mounted flush against the main building; and (3) No goods or merchandise shall be sold or offered for sale on the premises.
- ✓ 2. 1401 Government Street – this property is zoned C-2: Community Commercial. As such, the rental of beach chairs is an eligible activity. Any signage to be used for either permanent or temporary installation will require a permit from the Building Department.
3. Delivery and pick-up of the rented chairs can take place in publically owned property and/or right-of-way.
4. Restrictions of activity on public property and/or ROW:
 - a. No exchange of funds
 - ✓ b. No marketing or advertisements
 - ✓ c. No stationary location designated for pick-up/drop-off or other related activity

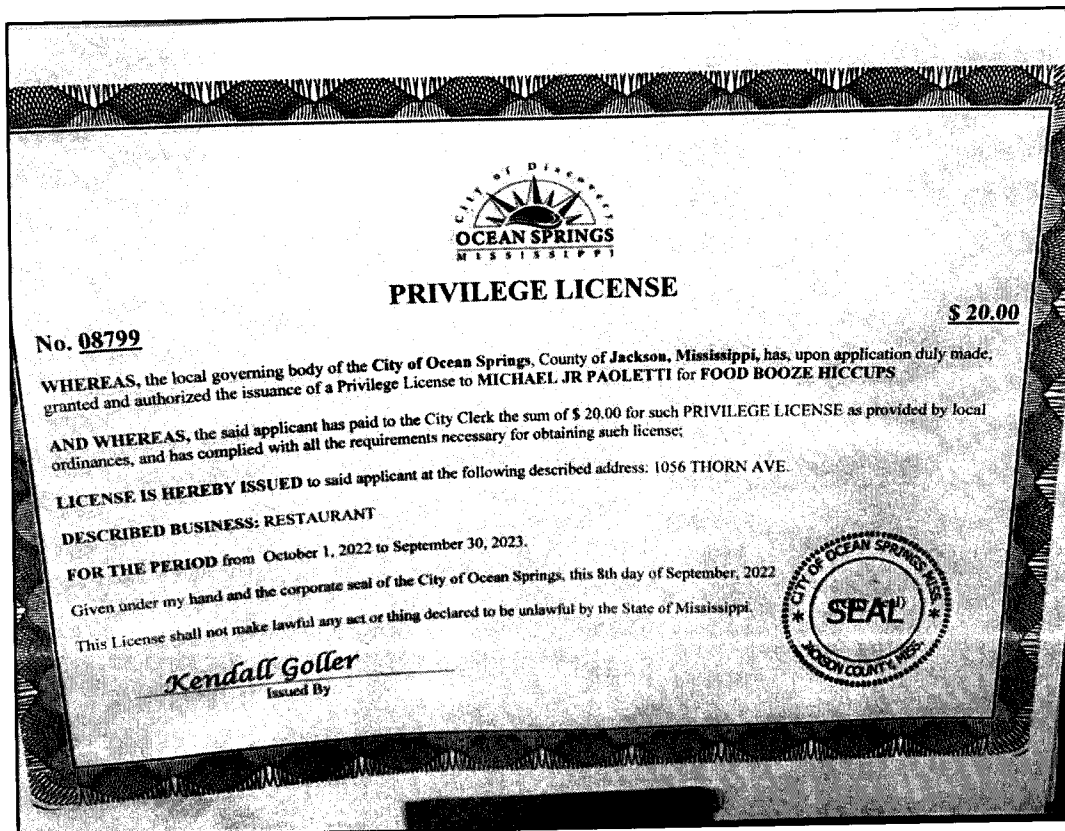
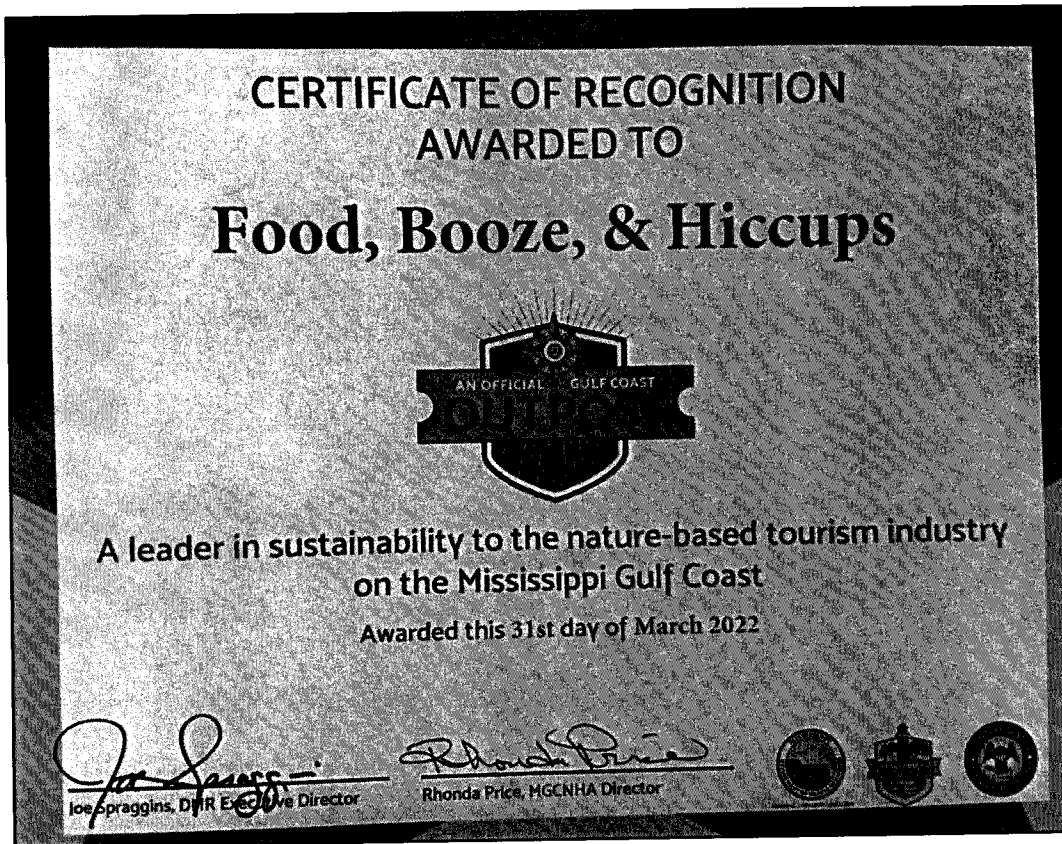
If you are able to operate a chair rental business within these restrictions, you will need to apply for a Home Occupation permit through the Planning Department before requesting a privilege license from the Tax Counter in City Hall.

Let me know if you have any questions or concerns regarding this information.

Thanks,
Carolyn

Carolyn A. Martin
Planning & Grants Administrator
City of Ocean Springs
1018 Porter Avenue
Ocean Springs, MS 39564
Ph: 228-230-1969

APPLICANT'S SUPPORTING INFORMATION:



Corrective Action Required: Yes 36

Corrections required by (Date)

Food Establishment Inspection Report / PERMIT TO OPERATE

Establishment: Food House Hiccups / Sweet Endishments Permit Date: 8/22/2023 Time In: 10:30 AM

Address: 1056 Thorn Ave City: Ocean Springs, Mississippi ZIP: 39564 Telephone: 601-396-1132

Licenses/Permits #: 6215152 Permit Holder: Michael Pankett

Check designated compliance status (IN, OUT, NO, N/A) for each numbered item IN = in compliance OUT = Mark "X" in appropriate box for OUT and E, OUT = continued non-compliance. E = repeat violation and is compliance NOT met observed N/A = not applicable

FOODBORNE ILLNESS RISK FACTORS AND PUBLIC HEALTH INTERVENTIONS

Risk Factors are food preparation practices and employee behaviors most commonly reported to the Centers for Disease Control and Prevention as contributing factors in foodborne illness outbreaks. Public health interventions are measures to prevent foodborne illness or injury.

Compliance Item	Supervision	Compliance Status	Comments
1. ☒ OUT	Person in charge present, demonstrates knowledge, and performs duties	OUT	Compliance status provided for use at establishment food
2. ☒ OUT	Manager certification	OUT	Personnel food and, prohibited foods not offered
3. ☒ OUT	Employee Health	OUT	Food addition approved and properly used
4. ☒ OUT	Management awareness, policy review	OUT	Food addition properly identified, stored, and
5. ☒ OUT	Proper use of reporting, restriction & exclusion	OUT	Compliance with various, specialized permits, and HACCP plan
6. ☒ OUT	Good Hygienic Practices	OUT	Compliance with various, specialized permits, and HACCP plan
7. ☒ OUT	Proper cutting, handling, shucking, or shelling	OUT	Compliance with various, specialized permits, and HACCP plan
8. ☒ OUT	No discharge of raw eggs, meats, and seafood	OUT	Compliance with various, specialized permits, and HACCP plan
9. ☒ OUT	Preventing Contamination by Animals	OUT	Compliance with various, specialized permits, and HACCP plan
10. ☒ OUT	Hand hygiene and properly washed	OUT	Compliance with various, specialized permits, and HACCP plan
11. ☒ OUT	No bare hand contact with ready-to-eat foods	OUT	Compliance with various, specialized permits, and HACCP plan
12. ☒ OUT	Adherence to handwashing facilities supplied & used	OUT	Compliance with various, specialized permits, and HACCP plan
13. ☒ OUT	Approved Sources	OUT	Compliance with various, specialized permits, and HACCP plan
14. ☒ OUT	Food obtained from approved sources	OUT	Compliance with various, specialized permits, and HACCP plan
15. ☒ OUT	Food received at proper temperature	OUT	Compliance with various, specialized permits, and HACCP plan
16. ☒ OUT	Food in good condition, safe, and suitable for use	OUT	Compliance with various, specialized permits, and HACCP plan
17. ☒ OUT	Required records available, dated, and properly maintained	OUT	Compliance with various, specialized permits, and HACCP plan
18. ☒ OUT	Procedures for food safety	OUT	Compliance with various, specialized permits, and HACCP plan
19. ☒ OUT	Food equipment and utensils properly maintained	OUT	Compliance with various, specialized permits, and HACCP plan
20. ☒ OUT	Food - contact surfaces properly maintained	OUT	Compliance with various, specialized permits, and HACCP plan
21. ☒ OUT	Proper disposal of waste	OUT	Compliance with various, specialized permits, and HACCP plan
22. ☒ OUT	Proper labeling of food	OUT	Compliance with various, specialized permits, and HACCP plan
23. ☒ OUT	Proper cleaning procedures for food handling	OUT	Compliance with various, specialized permits, and HACCP plan
24. ☒ OUT	Proper storage time and temperature	OUT	Compliance with various, specialized permits, and HACCP plan
25. ☒ OUT	Proper food handling temperature	OUT	Compliance with various, specialized permits, and HACCP plan
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80. ☒ OUT	Proper food handling temperature	OUT	Compliance with various, specialized permits, and HACCP plan
81. ☒ OUT	Proper food handling temperature	OUT	Compliance with various, specialized permits, and HACCP plan
82. ☒ OUT	Proper food handling temperature	OUT	Compliance with various, specialized permits, and HACCP plan
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99. ☒ OUT	Proper food handling temperature	OUT	Compliance with various, specialized permits, and HACCP plan
100. ☒ OUT	Proper food handling temperature	OUT	Compliance with various, specialized permits, and HACCP plan

Due: Thursday, September 14, 2023

Inspector Signature: *[Signature]*

Permit Holder Signature: *[Signature]*

Display for Public View / Non-Transferable (Permit valid 1 year from Permit Date)

Mississippi State Department of Health

No. 00341

WHEREAS, the
granted and author
AND WHEREAS
ordinances, and ho
LICENSE IS HE
DESCRIBED BY
FOR THE PER
Given under my h
This License shal


OCEAN SPRINGS
MISSISSIPPI

PRIVILEGE LICENSE

\$ 35.00

No. **08335**

WHEREAS, the local governing body of the City of Ocean Springs, County of Jackson, Mississippi, has, upon application duly made, granted and authorized the issuance of a Privilege License to **BELLY UP BEACH CHAIRS** for **BELLY UP BEACH CHAIRS**

AND WHEREAS, the said applicant has paid to the City Clerk the sum of \$ 35.00 for such PRIVILEGE LICENSE as provided by local ordinances, and has complied with all the requirements necessary for obtaining such license;

LICENSE IS HEREBY ISSUED to said applicant at the following described address: **1056 THORN AVE.**

DESCRIBED BUSINESS: SERVICE-ORIENTED

FOR THE PERIOD from October 1, 2022 to September 30, 2023.

Given under my hand and the corporate seal of the City of Ocean Springs, this 5th day of October, 2022

This License shall not make lawful any act or thing declared to be unlawful by the State of Mississippi.

Kendall Goller
Issued By



ORDINANCE NO. 2023-xx

**AN AMENDMENT TO THE OCEAN SPRINGS CODE OF ORDINANCES, ZONING
AND SUBDIVISIONS; TO REVISE CHAPTER 4.5 TO ADD ARTICLE IV. - PARADES
SECTIONS 4.5-147 THROUGH 4.5-151**

WHEREAS, the Ocean Springs Code of Ordinances, Zoning, and Subdivisions for the City of Ocean Springs provides laws to govern within the City; and

WHEREAS, the City of Ocean Springs currently has a Code of Ordinances chapter numbered 4.5 titled “Amusements and Entertainments”; and

WHEREAS, it is the Mayor and the Board of Aldermen’s intent to revise Chapter 4.5 to add an article concerning parades; and

WHEREAS, all proper notices are being published as required by law; and

WHEREAS, it is in the best interest of the City of Ocean Springs to revise Chapter 4.5 of the City’s Code of Ordinances, Zoning, and Subdivisions.

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

SECTION 1: The findings, conclusions, and statements of fact contained in the foregoing preamble are hereby adopted, ratified, and incorporated herein. **Bold, underlined text** is to be added.

SECTION 2: The proposed addition to Chapter 4.5 of the Code of Ordinances was introduced by Alderman _____, duly seconded by Alderman _____, in the same form as follows:

ARTICLE IV. - PARADES

Sec. 4.5-147. - Unlawful to cross crowd restraint device.

(a) Definition. Whenever used in this article, unless a different meaning clearly appears from the context, the term "crowd restraint device" shall mean any impediment or structure erected or established by a law enforcement officer or other

authorized city personnel on or along the streets of the city for the purpose of keeping crowds and vehicles, except those allowed in subsection (c), out of the streets during a parade, and shall include, but not be limited to, any wooden, rope, cable, wire, or metal barricades, and/or the posting of uniform personnel or other personnel otherwise identifiable as law enforcement officers.

(b) Violation. Except as provided herein, it shall be unlawful for any person to disregard, cross, traverse, go over, under, around or through a crowd restraint device.

(c) Exceptions. The provisions of this section shall not apply to:

(1) Emergency situations when it is necessary to disregard a crowd restraint device or where such movement is authorized by a member of the police department;

(2) Officials; officers; agents or employees of the city, county, state or federal government in the course of performing their official duties;

(3) Emergency medical personnel in the course of performing their official duties.

Sec. 4.5-148. - Exemptions from article.

Except for the provisions of section 4.5-147, the provisions of this article shall not be applicable to funeral processions or to parades by forces of the United States armed services, the military forces of the state or forces of the departments of police and fire of the city.

Sec. 4.5-149. - Picketing.

No part of this article shall be construed to interfere with lawful picketing.

Sec. 4.5-150. - Prohibition of animals and reptiles.

The presence of animals and reptiles, other than those on fenced private real property, or those which are actually participating in a parade or other permitted public event, is prohibited within 150 feet of the parade route or the site of the public event.

Sec. 4.5-151. - Penalty for violation of article.

Any person who shall stage, present or conduct or attempt to stage, present, conduct or participate in a parade on the city streets without having first obtained a permit as provided in this article, or who shall otherwise violate any of the provisions of

this article, shall be guilty of a misdemeanor, and upon conviction thereof shall be fined not more than \$500.00 or sentenced to not more than 90 days in jail, or both.

SECTION 3: Any and all ordinances or parts thereof in conflict or inconsistent with any of the terms and provisions of this Ordinance are hereby repealed to such extent as they are so in conflict or inconsistent.

SECTION 4: It is hereby declared to be the intention of the Board of Aldermen that the actions, paragraphs, clauses, and phrases of this ordinance, when adopted, are severable, and if any sections, paragraphs, clauses, sentences, or provisions of this ordinance as adopted shall be declared unconstitutional or otherwise invalid, same shall not affect any of the remaining sections, paragraphs, clauses, and phrases of this ordinance.

SECTION 5: That this Ordinance serves to immediately protect the public peace, health, and safety of citizens, and upon passage by a unanimous vote of all members of the Board of Aldermen, shall become immediately effective.

SECTION 6: This Ordinance is set to become immediately effective due to upcoming parades.

SECTION 7: In the event that this Ordinance is not passed by the unanimous vote of all members of the Board of Aldermen, but is passed by a majority of the voting members, this Ordinance shall take effect one month after the passage of said ordinance.

SECTION 8: A summary of this ordinance revision shall be published one time in a local Ocean Springs newspaper.

SECTION 9: That, upon adoption, the City Clerk shall cause this Ordinance to be recorded in the Book of Ordinances of the City of Ocean Springs, Mississippi.

SECTION 10: The provisions of this Ordinance may be included and incorporated in the Code of Ordinances of the City of Ocean Springs, Mississippi, as an addition or amendment thereto, and appropriately renumbered to conform with the unified numbering system of the Code.

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

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

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

MAYOR

Attest:

CITY CLERK



Revenue Code - Description	Current Amount	+ 1 Month	+2 Months	+ 3 Months	+ 4 Months	Balance
100 - WATER	24,245.72	13,518.13	2,702.64	1,887.87	33,437.60	75,791.96
100-DEP - CUSTOMER DEPOSIT	0.00	28.50	0.00	0.00	0.00	28.50
195 - WATER PENALTY	0.00	1,212.09	45.59	34.66	599.47	1,891.81
196 - CUTOFF	0.00	640.00	0.00	40.00	3,869.66	4,549.66
197 - WATER TAX	447.85	41.20	1.81	0.00	80.87	571.73
400 - SEWER	36,599.41	18,211.46	3,053.84	1,657.56	29,336.66	88,858.93
495 - SEWER PENALTY	0.00	1,810.76	46.74	31.24	387.37	2,276.11
500 - GARBAGE	15,418.00	10,622.68	1,282.36	848.59	20,465.08	48,636.71
595 - GARBAGE PENALTY	0.00	1,086.08	38.25	19.50	1,052.27	2,196.10
800 - OTHER	0.00	10.00	0.00	0.00	0.00	10.00
805-C - 805-C CONNECT/DISCONNECT CHARGES	0.00	114.10	160.00	160.00	2,733.81	3,167.91
810 - NSF CHARGE	0.00	40.00	28.20	0.00	121.82	190.02
996 - UNAPPLIED CREDITS	0.00	3,196.22 CR	853.72 CR	0.00	3,804.58 CR	7,854.52 CR
Revenue Totals:	76,710.98	44,138.78	6,505.71	4,679.42	88,280.03	220,314.92

EXHIBIT # 8-a

EXHIBIT # 8-a

RECESS MEETING OF JANUARY 17, 2023

Be it remembered that the Mayor and Board of Aldermen of the City of Ocean Springs met in a Recess Meeting at City Hall at 6:00 p.m. on January 17, 2023. Mayor Holloway presided, and Aldermen Burgess, Authement, Wade, Cox, Papania, Blackman, and Impey were present. Also present were City Attorney Robert Wilkinson, City Clerk Patty Gaston, Deputy City Clerk Vicky Hupe, Police Chief Mark Dunston, Fire Chief Derek McCoy, Planning & Grants Administrator Carolyn Martin, Building Official Darrell Stringfellow, Human Resources & Risk Management Director Mindy McDowell, Public Works Director Allan Ladnier, Parks & Recreation Director Stephen Glorioso, Project Manager Sarah Harris, and Executive Assistant to the Mayor & Board Ravin Nettles.

The Mayor called the meeting to order.

Alderman Papania gave the invocation and Alderman Authement led the Pledge of Allegiance.

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

PRESENTATION

Tom Mohrman with The Nature Conservancy explained the Coast Oyster Shell Recycling Project (Exhibit 3-a). He said the project is funded by the RESTORE Act and The Nature Conservancy is leading the effort to pilot an oyster shell recycling program along the MS Gulf Coast. He said a survey identified 51 restaurants having half-shell oysters on the menu and 26 of those are willing to participate in the recycling project. He said the collection of oysters will begin in Spring 2023, the collected shells will be processed, cured, and integrated into restoration activities by the MS Department of Marine Resources. He said the pilot phase will continue for up to two years.

AGENDA PUBLIC COMMENT

None.

OLD BUSINESS

The Building Official said an appeal was received from 139 Watersedge Drive regarding the denial to remove two clusters of trees on the property (Exhibit 5-a). He said he did another site visit. He recommends trimming the tree cluster to the south by up to 20%. The north tree is 12' from the structure, did previously damage the structure, and he agrees it can be removed. A motion was made by Alderman Papania, seconded by

Alderman Authement, and unanimously carried to accept the Building Official's recommendation to allow the tree to the north near the structure to be removed and the south tree to be trimmed up to 20%.

A motion was made by Alderman Authement and seconded by Alderman Cox to appoint Tristan Armer as Municipal Judge Pro-tempore. The motion carried with a vote as follows:

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

A motion was made by Alderman Authement and seconded by Alderman Blackman to appoint Bay Lawrence as Municipal Prosecutor Pro-tempore. The motion carried with a vote as follows:

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

NEW BUSINESS

The Mayor said the MS Songwriters helped develop an equipment list for sound equipment for the stage at Fort Maurepas. He said it will be funded by HB1353 and will be stored at Dewey Station and then at the Ryan Youth Center once the library has moved back to their building. A motion was made by Alderman Authement, seconded by Alderman Papania, and unanimously carried to authorize the purchase of sound equipment from Sweetwater for the stage at Fort Maurepas Park for a total of \$30,579.15 (Exhibit 6-a).

Executive Assistant to the Mayor & Board said a Trademark Policy has been developed to prevent the usage of the City Logo without permission. She said the policy has been reviewed and approved by the City Attorney. A motion was made by Alderman Blackman, seconded by Alderman Cox, and unanimously carried to approve the City Logo Trademark Policy (Exhibit 6-b).

CONSENT AGENDA

A motion was made by Alderman Impey, seconded by Alderman Cox, and unanimously carried to approve the consent agenda except for item 7-n pulled by Alderman Blackman.

- a) Approve the Run/Walk/Bike Permit Application for the Gulf Coast Running Club & YMCA - Valentine's Day 5K on Saturday, February 11, 2023, from 9:00 a.m. to 11:00 a.m. at Front Beach/OS Bridge route, the applicant will pay all costs for the event (Exhibit 7-a)
- b) Approve the Special Event Permit Application for the 30th Annual Spring Arts Festival on Saturday & Sunday, March 25 – 26, 2023 from 9:00 a.m. to 5:00 p.m., L&D Parking lot, Washington Ave. from the Railroad crossing to Porter Ave. and Government St. From Washington Ave. to Russell Ave.; there may be overtime costs to the City (Exhibit 7-b)
- c) Authorize the Mayor to execute an agreement with Dwayne Dopsie & the Zydeco Hellraisers for Friday at the Fort on April 28, 2023, the 6 musician Zydeco band will play from 6:00 p.m. – 9:00 p.m. for \$2,750.00 (Exhibit 7-c)
- d) Authorize to advertise RFP for Grounds Maintenance Services of the Hwy. 90 Median and Shoulders and the Safety Complex (Exhibit 7-d)
- e) Approve Minutes: Regular Meeting of January 3, 2023 (Exhibit 7-e)
- f) Accept OSPD monthly report for December 2022 (Exhibit 7-f)
- g) Accept OSPD yearly report for 2022 (Exhibit 7-g)
- h) Accept OSFD monthly report for December 2022 (Exhibit 7-h)
- i) Accept OSFD yearly report for 2022 (Exhibit 7-i)
- j) Human Resources action items (Exhibit 7-j):
 - a) Authorize the reassignment of Fire Lieutenant Jefferson Broadus to Firefighter, Step 4, \$14.34 hourly rate; effective January 21, 2023; one-year probationary status
 - b) Accept retirement of Street Department Supervisor Lloyd Helveston, effective February 10, 2023; authorize to begin the process of filling the vacant position
 - c) Accept the resignation of Public Works Assistant Director of Administration & Finance Candice Hooks, effective February 3, 2023; authorize to begin the process of filling the vacant position once it is re-evaluated and reclassified
- k) Authorize the Mayor to execute the AIA Document Agreement with Allred Stolarski Architect for the Fort Maurepas Stage Cover Project based on 9% of the cost of work (Exhibit 7-k)
- l) Authorize the Mayor to execute the AIA Document Agreement with Allred Stolarski Architect for the Taconi Roof Project based on 6% of the cost of work (Exhibit 7-l)
- m) Establish a Selection Committee for Consultant Services for Relocated Public Works Facilities; Design members are Alderman Papania, Project Manager Sarah Harris, Public Works Director Allan Ladnier, and Building Official Darrell Stringfellow (Exhibit 7-m)
- n) Authorize the Mayor to execute OS Front Beach Infrastructure Maintenance Contract Amendment #2 with Overstreet & Associates for additional construction oversight with an increase of \$10,000.00 (Exhibit -n)
- o) Authorize the Mayor to execute OS Front Beach Infrastructure Maintenance Change Order #2 for the Front Beach Sidewalk Repair Project with Jay Bearden Construction for a No Cost Time Extension (Exhibit 7-o)

- p) Approve the request for a variance from the UDC parking regulations at 2780 Bienville Blvd. PID #60121135.000; the Zoning Adjustment Board recommends approval (Exhibit 7-p)
- q) Approve the Certificate of Appropriateness for the Construction of a Gravel Driveway at 1416 Bowen Avenue PID #60137128.000; Historic Preservation Commission recommends approval (Exhibit 7-q)
- r) Accept the Resignation of Tyler Cox from HPC and advertise to fill the vacancy (Exhibit 7-r)
- s) Accept Building Department Report for December 2022 (Exhibit 7-s)
- t) Accept Code Enforcement Report through January 11, 2023 (Exhibit 7-t)
- u) Accept Tree Department Recommendations – Tree Applications through January 11, 2023 (Exhibit 7-u)
- v) Transfer Vehicle B2 2007 Ford F150 VIN#FA32201 from the Building Department to the Parks & Rec Department (Exhibit 7-v)
- w) Award Concessions Operation & Sales for Hwy. 57 Sports Complex to P & H Concessions (Exhibit 7-w)

Alderman Blackman requested clarification on why the Finance Committee didn't meet to discuss item 7-n before it was brought to the Board. A motion was made by Alderman Blackman and seconded by Alderman Impey to table item 7-n until the Finance Committee reviews it. The motion failed with Aldermen Burgess, Authement, Wade, Cox, and Papania voting nay; and Aldermen Blackman and Impey voting aye.

Overstreet Engineering representative James Foster explained the design was changed at no charge but during construction with increased time on the project, the cost did increase. He said they are requesting \$10,000.00 to recover the additional time cost incurred by Overstreet Engineering. The Project Manager said with the amendment the total engineering is under 8% and still under what would normally be charged. A motion was made by Alderman Cox and seconded by Alderman Authement to approve item 7-n) Authorize the Mayor to execute OS Front Beach Infrastructure Maintenance Contract Amendment #2 with Overstreet & Associates for additional construction oversight with an increase of \$10,000.00 (Exhibit -n). The motion carries with Aldermen Burgess, Authement, Wade, Cox, and Papania voting aye; and Aldermen Blackman and Impey voting nay.

DEPARTMENT REPORTS

City Clerk:

A motion was made by Alderman Impey, seconded by Alderman Wade, and unanimously carried to approve the Docket of Claims (Exhibit 8-a).

A motion was made by Alderman Impey, seconded by Alderman Authement, and unanimously carried to adjust the water/sewer accounts listed on Exhibit 8-b; with the

finding that the customers did not receive the benefit of the utility and excess usages were due to unforeseen circumstances (Exhibit 8-b).

A motion was made by Alderman Impey, seconded by Alderman Cox, and unanimously carried to authorize the budget amendments (Exhibit 8-c).

GENERAL PUBLIC COMMENT

None.

MAYOR AND ALDERMEN'S FORUM

Alderman Burgess thanked the Maintenance Department and said the fence at John Gill Children's Park looks great.

Alderman Wade requested a new streetlight be placed at the Simon Blvd. and Stuart Ave. intersection.

Alderman Blackman thanked all that participated in the City's Employee Chili Cook-off, for which he was awarded the winner.

The Mayor requested the Board compile and finalize a list for paving which will begin in June. He said there are funds available for milling and requested roads that require milling be notated. He reminded everyone that Government Street will be closed from MLK JR. Ave. to Magnolia Avenue beginning Wednesday until work is complete. He said that barricades for Mardi Gras will begin to be put out on February 1st.

EXECUTIVE SESSION

None.

A motion was made by Alderman Impey, seconded by Alderman Burgess, and unanimously carried to adjourn the meeting until 6:00 p.m. on February 7, 2023.

The meeting ended at 6:42 p.m.

Mayor Date

City Clerk Date

SPECIAL CALL MEETING JANUARY 23, 2023

Be it remembered that the Mayor and Board of Aldermen of the City of Ocean Springs met in a Special Call meeting at City Hall at 4:30 p.m. on January 23, 2023. Mayor Holloway presiding, Aldermen Burgess, Authement, Wade, Cox, and Impey were present. Aldermen Papania and Blackman were absent. Also present were City Attorney Will Norman, Deputy City Clerk Vicky Hupe, Police Captain Shane Tiner, Parks & Recreation Director Stephen Glorioso, and Executive Assistant to the Mayor & Board Ravin Nettles.

The Mayor called the meeting to order.

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

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

- a) Jeff Page Memorial Bench at Hwy 57 Sports Complex – accept donation, authorize placement, and authorize Dedication Ceremony Saturday, January 28, 2023 (Exhibit a)

The Parks & Recreation Director said the bench will be placed at the Highway 57 Sports Complex under the score booth at Baseball Field #2 (Exhibit a). He said there will be a dedication service on January 28th at 10:00 a.m.

A motion was made by Alderman Wade, seconded by Alderman Burgess, and unanimously carried to accept the donation, authorize the placement, and authorize the Dedication Ceremony Saturday, January 28, 2023, for the Jeff Page Memorial Bench at the Hwy 57 Sports Complex.

A motion was made by Alderman Impey, seconded by Alderman Cox, and unanimously carried to adjourn the meeting until 6:00 p.m. on February 7, 2023.

The meeting ended at 4:32 p.m.

Mayor Date

City Clerk Date

EXHIBIT # 8-c



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: Honorable Mayor and Board of Aldermen

From: Carolyn Martin, Planning and Grants Administrator
Vicky Hupe, Deputy City Clerk

Date: February 7, 2023

Re: UPDATES to the Adopted Fee Schedule

Ordinance No. 2022-17 was adopted on November 15, 2022 and created a \$1.00 filing fee for documents accepted for filing as public records. This will be added to all permits and application fees and indicated on the Adopted Fee Schedule. Some documents do not follow under this category and will be noted with an asterisk [*] on the schedule.

Additionally, the following fees have been modified and/or corrected on the adopted fee schedule:

Building Department:

- Building Permits: the sliding scale has been simplified to two categories:
 - o \$1,000 or less\$ 25.00
 - o \$1,000 and up.....\$ 25.00*for the first \$1,000 plus \$7.00 per additional \$1,000 or fraction thereof*
- Licenses..... FEE REMOVED

Planning Department: This item is a required part of subdivision development and was previously specified in the code. As we have removed specific amounts in the UDC to better manage them, the required amount for the Developer Security Instrument was left out and needs to be added. The \$1 fee will not apply to this item:

- Development / Developer Security Instrument Value\$ 700.00 / lot
For up to 3 years or 85% occupancy

Approval is needed to include the above described modifications into the Adopted Fee Schedule.



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

BUILDING DEPARTMENT FEES:

Building Permits (based on valuation):

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

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

Plan Review:

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

Land Work:

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

Demolition:

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

Moving Fee

Landscape Review

Business Occupancy Inspection.....

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

Temporary Banner Sign

Re-Inspection Fee (All Trades).....

Signs Requiring Electricity – add inspection fee.....

Protected Tree Permit

Gas Inspection

Grease Trap

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

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

Licenses:

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

Electrical Permits:

Inspection Fee	\$ 25.00
Temporary Power Pole.....	\$ 10.00
Corrective / Additional Wiring.....	\$ 12.00
Generator	\$ 12.00
Non-Occupancy Power	\$ 25.00



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

Service:

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

Circuits:

Single Pole:

Residential	\$	2.00	each
Commercial	\$	4.00	each

Double Pole:

Residential	\$	3.00	each
Commercial	\$	5.00	each

Triple Pole:

Residential	\$	8.00	each
Commercial	\$	10.00	each

Mechanical Permits:

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

Plumbing Permits:

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

Miscellaneous Permits:

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



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

CITY CLERK FEES:

Public Records Request:

Copies – letter or legal size	\$ 0.50 / Page
Copies – Architectural or similar size	\$ 5.00 / Page
Staff Time	\$ 12.00 / Hour

*Privilege License Fees:

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



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

Water / Sewer / Garbage Service:

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

*** COURT FINES:**

Court Administrative Fees:

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

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

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



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

MAYOR'S OFFICE FEES:

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

PLANNING DEPARTMENT FEES:

Application Fees – Use:

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



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

Parcel Boundary Modification.....\$ 50.00

HPC / COA.....\$ 50.00

Design Review (Commercial):

≥ 10,000 sf gross floor area\$ 250.00

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

Design Review (Multi-family):

≥ 100 units.....\$ 250.00

Under 100 units\$ 100.00

Development:

Sketch Plat – Minor\$ 250.00

Sketch Plat – Major.....\$ 300.00

Preliminary Plat\$ 250.00 + \$50 / lot

Final Plat\$ 250.00 + \$20 / lot

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

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

* Developer Security Instrument Value\$ 700.00 / per lot

For up to 3 years or 85% occupancy

POLICE DEPARTMENT FEES:

OSPD Accident Reports:

In person at the Station\$ 20.00

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

NOTE: Parking lot accidents reports are ONLY available in person

Citizen Fingerprint Cards:

First card\$ 15.00

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

Local Background (Self) Checks\$ 15.00

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

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

PUBLIC WORKS FEES:

Sewer Tap Connection per ORD. 2012-13

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

Water Tap Connection per ORD. 2012-14

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

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

Water Meter Relocation\$ 150.00

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

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

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

Vicky Hupe

From: Tristan Armer <TArmer@hs-lawfirm.com>
Sent: Thursday, January 26, 2023 9:29 AM
To: kevinmffa@gmail.com; markbeckylucas@gmail.com; Ravin Nettles; Rob Blackman
Cc: Mindy McDowell; Jennifer Burgess; rcox@oceansprings-ms.gov; Rickey Authement; Kevin Wade; Ken Papania; Michael Impey II; Monica Dickinson; monte@tyneslawfirm.com
Subject: Civil Service Resignation;

Chairman, Mayor & Alderman,

Please accept this as notice of my immediate resignation from the Ocean Springs Civil Service Commission. I enjoyed working with my fellow commissioners (a lot) and serving my city in this capacity over the past many years. There are no known major issues to report at this time. I do encourage the commission and city to revise the CSC Rules. The rules were last "revised" in 2016. In my opinion the rules are substantively adequate. But grammatically and stylistically some rules lack clarity and this vagueness may lead to unnecessary disputes in future. If the city needs suggestions or recruiting help to replace my spot on the civil service commission, please just ask.

As you may know I resigned from the commission solely to serve Ocean Springs as the volunteer Judge Pro Tempore, backing up Judge Tynes where and when I am needed. See y'all soon,

Sincerely,

Tristan R. Armer, Esq.
Heidelberg Steinberger Burrow & Armer, PA.
711 Delmas Avenue
Pascagoula, MS 39568-1407
tarmer@hs-lawfirm.com
228-762-8021
www.hs-lawfirm.com

EXHIBIT # 8-e

The Minutes of the City of Ocean Springs
Redevelopment Authority Meeting
Wednesday, January 18, 2023, at 4:00 p.m.

The City of Ocean Springs Redevelopment Authority (RDA) met on Wednesday, January 18, 2023, at 4:00 p.m. at The Citizens Bank – Meeting Room located at 2702 Bienville Boulevard, Ocean Springs, MS 39564. Present were Board Members Greg Cronin, Dr. Harold Coulter, Mary Martha Henson, and Robert Ridgeway, Board Executive Director Vicky Hupe, and Mayor Kenny Holloway. Board Member Shane Loper was absent. Also present were Attorney Josh Danos, and Aldermen Burgess, Wade, Papania, and Impey.

The Board Members introduced and gave brief descriptions of themselves.

The Mayor said he would provide the proposed Urban Renewal Map to the board members of the RDA. He discussed the Gulf Coast Restoration Fund (GCRF) award and a pending application. He also discussed potential projects for the Redevelopment Authority once the Authority becomes active.

No action was taken.

The meeting ended at 4:48 p.m.



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

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Memorandum

To: Honorable Mayor & Board of Aldermen

From: Mindy McDowell, Director
Human Resources & Risk Management

Date: February 7, 2023

Re: Human Resources Policy Verbiage Changes

As per the discussion with the Human Resources Committee the number of hours worked for Police overtime purposes has been changed from 86 hours in a 14-day pay period to 80 hours which necessitates a change in verbiage in the employee handbook sections as follows:

Section 17: Time, Attendance & Comp/Overtime Policies

Page 34 - Police Protection will follow the rules set forth in section 7(k) of the FLSA abiding by a 14-day period, whereby no overtime is earned until the employee physically works over 80 hours in a 14-day pay period.

Page 37 – Administration of Comp Time: Non-Exempt Rate - A City employee who is classified as “non-exempt” under the federal Fair Labor Standards Act may receive comp time at a rate of one and one-half hours for each hour of approved overtime worked in a workweek as defined by Department of Labor regulations (i.e. 80 hours of overtime x 1.5 = 120 hours), instead of a cash payment for overtime pay, if the comp time is scheduled and approved in advance by the Department Head. Hours worked as defined by FLSA: over 40 hours in the workweek, or over 80 hours in the 14-day cycle for police, or over 212 hours in the 28-day cycle for fire

Pages 37 & 39 – Overtime Cash Payments in Declared Emergencies: In the event of a Presidential, Gubernatorial, or Local Declared Emergency, all employees shall become hourly. Regular employees will remain under the FLSA 40-hour workweek. Police officers will convert from the FLSA 14-day work period to an emergency FLSA 40-hour workweek. Firefighters will convert from the FLSA 28-day work period to an emergency FLSA 53-hour workweek. Any hours physically worked in excess of the minimum regular hour workweek is eligible for overtime while performing emergency work in reasonable anticipation of the incident and disaster-related activities covered under the eligible incident period.

Page 38 – Department Heads shall ensure that non-exempt employees earn minimum comp time hours by implementing “flex time” (arranging schedules to best meet the needs of the operation, still maintaining a 40-hour workweek or within the 80/14 day perimeter for police personnel or within the 212 hour/28 day perimeter for fire personnel).



Kenny Holloway
Bobby Cox
Jennifer Burgess
Rickey Authement

Mayor
Alderman at Large
Alderman Ward 1
Alderman Ward 2

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

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Memorandum

To: Honorable Mayor & Board of Aldermen

From: Mindy McDowell, Director
Human Resources & Risk Management

Date: February 7, 2023

Re: Human Resources Action Items

Police Department:

- a) Authorize removal of Charles Davis from probationary status to full time status effective immediately
- b) Accept resignation of Part-Time Police Officer Avery McClellon, effective January 23, 2023; authorize to begin the process of filling the vacant position

Fire Department:

- c) Accept resignation of Firefighter David Wright, effective January 29, 2023; authorize to begin the process of filling the vacant position
- d) Accept resignation of Firefighter Jefferson Broadus, effective February 9, 2023; authorize to begin the process of filling the vacant position
- e) Authorize promotion of Firefighter William Hatten to Lieutenant, Step 1, \$15.90 hourly rate; effective February 18, 2023; six months probationary status

Public Works:

- f) Authorize employment of Jim Underwood, Water Laborer, Step 5, \$14.50 hourly rate; effective February 8, 2023; one-year probationary status, pending successful completion of all pre-employment requirements
- g) Authorize employment of Dyllan Lambert, Beautification Laborer, Step 1, \$12.36 hourly rate; effective February 8, 2023; one-year probationary status, pending successful completion of all pre-employment requirements
- h) Authorize the transfer of Electrician William Ziz from Public Works to Parks Maintenance effective February 20, 2023 per the recommendation of the Human Resources Committee

Parks & Recreation:

- i) Authorize the revision of one of the Parks Maintenance Laborer A positions to Parks Maintenance Assistant Supervisor and post the position internally per the recommendation of the Human Resources Committee
- j) Accept resignation of Parks Maintenance Laborer Michael Rodriguez, effective February 7, 2023; authorize to begin the process of filling the vacant position
- k) Authorize employment of Yahaira Gibson, Custodian, Step 2, \$12.21 hourly rate; effective February 8, 2023; one-year probationary status, pending successful completion of all pre-employment requirements



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

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



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MEMORANDUM

TO: OS Mayor and Board of Aldermen

FROM: Carolyn Martin, Planning & Grants Administrator
Sarah Harris, Project Manager

DATE: February 7, 2023

RE: MDOT Transportation Improvements Program (TIP) Federal Surface
Transportation Program (STP)
STP-0003-01(217) LPA/1092052-71100
Intersection Studies
Authorization to Execute Contract with Michael Baker International
Pending MDOT Concurrence

The award for the above referenced project was approved as part of the December 6, 2022 agenda. Professional services contracts for MDOT projects use a standardized template. The attached contract for Michael Baker will be submitted to MDOT for concurrence which is required prior to execution.

I respectfully request authorization for the mayor to execute the attached contract pending MDOT concurrence and in accordance with MDOT Project Development Manual.

EXHIBIT # 8-i

PRELIMINARY ENGINEERING SERVICES CONTRACT

City of Ocean Springs – Traffic Intersection Study

STP-0003-01(217)LPA/1092052-711000

Jackson County

This CONTRACT, is made and entered into by and between the *City of Ocean Springs*, a body Politic of the State of Mississippi (the "LPA"), and, *Michael Baker International* (the "CONSULTANT"), a/an *Corporation*, duly licensed and registered to do business in the State of Mississippi, whose address for mailing is *2113 Government Street, Suite D-3, Ocean Springs, MS 39564*. This CONTRACT shall be effective as of the latest date of execution below.

WITNESSETH:

WHEREAS, the LPA requires the services of a professional engineering firm for the purposes of *developing a Traffic Study at the intersections of the US Hwy 90 / Washington Avenue and US Hwy 90 / Martin Luther King Boulevard*, as provided for in *STP-003-01(217)LPA/1092052-711000*, hereinafter called the "PROJECT"; and

WHEREAS, the LPA desires to engage a qualified and experienced CONSULTANT to perform engineering services as stated above, hereinafter called the "SERVICES"; and

WHEREAS, the CONSULTANT has represented to the LPA that it is experienced and qualified to provide those SERVICES, and the LPA has relied upon such representation; and

WHEREAS, the CONSULTANT herein was selected through a Consultant Selection Process pursuant to the Mississippi Department of Transportation (hereinafter "MDOT") LPA Project Development Manual and pursuant to Federal Highway Administration ("FHWA") regulations, Engineering and Design Related Service Contracts, 23 C.F.R. Part 172 (as amended) and found satisfactory by the LPA; which is now desirous of entering into a CONTRACT;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration flowing unto the parties, the receipt and sufficiency of which is hereby acknowledged, the LPA and the CONSULTANT do hereby CONTRACT and agree as follows:

ARTICLE I. GENERAL RECITALS

The CONSULTANT shall, for the agreed fees, furnish all engineering services and materials required to perform the tasks described in the Scope of Work for the proposed transportation project. SERVICES provided by the CONSULTANT under this CONTRACT shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. In so doing, the CONSULTANT shall comply with all terms of this CONTRACT, including the Scope of Work and other exhibits, to the satisfaction of the LPA, which shall include any special requirements of the LPA. The CONSULTANT shall perform all SERVICES according to the terms of the CONTRACT, including all technical specifications and according to the prevailing industry standards, including standards of conduct and care, format and content.

The LPA, in support of the CONSULTANT, will provide the CONSULTANT a Scope of Work shown in "Exhibit 2" hereto and any other data which may be of assistance to the CONSULTANT and within the possession and control of the LPA.

Manuals, guides, standards, and specifications applicable to this CONTRACT shall be those approved and/or adopted by MDOT and the FHWA and in effect on the effective date of this CONTRACT, unless otherwise specified in this CONTRACT or subsequently directed by MDOT during the course of the CONTRACT.

ARTICLE II. SCOPE OF WORK

The CONSULTANT shall perform the SERVICES in accordance with the Scope of Work attached to this CONTRACT as "Exhibit 2" and made a part hereof as if fully set forth herein. The performance of the SERVICES referred to in "Exhibit 2" shall be the primary basis for measurement of performance under this CONTRACT. The LPA specifically reserves the right and privilege to enlarge or reduce the scope or to cancel this CONTRACT at any time.

ARTICLE III. CONTRACT TERM, TERMINATION

This CONTRACT shall commence upon the latest date of execution below and continue until such time as the above-named project is successfully completed to the satisfaction of the LPA (as demonstrated by the issuance of final payment) or until *June 30, 2024*, at 11:59 p.m., whichever comes first, at which time this CONTRACT shall absolutely and finally terminate.

During the term of this CONTRACT, the LPA reserves the right to terminate this CONTRACT in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the CONSULTANT, notwithstanding any just claims by the CONSULTANT for payment for SERVICES rendered prior to the date of termination. In addition to payment for SERVICES rendered prior to the date of termination, the LPA shall be liable only for the reasonable costs, fees and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE IV. TIME OF PERFORMANCE

Time is of the essence in this CONTRACT. The CONSULTANT shall be prepared to perform its responsibilities for providing SERVICES by the date of execution of this CONTRACT.

The CONSULTANT has submitted a proposed project schedule to the LPA which has been incorporated herein as a part of "Exhibit 2" which, when approved by final execution of this CONTRACT, shall control the evaluation of the CONSULTANT'S progress on this PROJECT.

The CONSULTANT may not begin work on any feature of this PROJECT prior to receiving a Notice to Proceed.

ARTICLE V. RELATIONSHIP OF THE PARTIES

The relationship of the CONSULTANT to the LPA is that of an independent contractor and, said CONSULTANT, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the LPA by reason hereof. The CONSULTANT shall not make any claim, demand or application for any right or privilege applicable to an officer or employee of the LPA, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

All notices, communications, and correspondence between the LPA and the CONSULTANT shall be directed to the key personnel and designated agents designated in this CONTRACT.

ARTICLE VI. COMPENSATION, BILLING & AUDIT

A. Cost and Fees

The CONSULTANT shall be paid on the basis set forth in "Exhibit 3" to this CONTRACT. Under no circumstances shall the LPA be liable for any amounts, including any costs, which exceed the maximum dollar amount of compensation that is specified in Exhibit 3.

B. Monthly Billing

The CONSULTANT must submit monthly billing to the LPA. (A sample of a required invoice is attached as "Exhibit 4"). All billing must be submitted in accordance with the Local Public Agency Consultant Operating Procedures. Each billing shall include all time and allowable expenses through the end of the billing period. Direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. Monthly payments will be made on the basis of a certified time record. The LPA retains the right to verify time and expense records by audit of any or all the CONSULTANT'S time and accounting records at any time during the life of this CONTRACT and up to three years thereafter.

If SERVICES are rendered within a given State fiscal year, an invoice requesting payment from the CONSULTANT shall be presented to the LPA within 60 days of the end of the State fiscal year. **Should the CONSULTANT fail to present the invoice within the allotted time, legislative approval may be required before payment can be rendered.**

The CONSULTANT further agrees that FHWA or any other federal agency may audit the same records at any time during the life of this CONTRACT and up to three years thereafter, should the funding source for all or any part of this CONTRACT be funds of the United States of America.

C. Progress Reports

The CONSULTANT shall provide the LPA monthly progress reports on two documents. The first document shall be a narrative outline of work performed during the billing period for which the CONSULTANT has submitted an invoice. The second document shall be a spreadsheet that indicates the amount of progress for each designated "Part" of the Scope of Work of the CONTRACT. If a contract is for a duration of 30 days or less, the provisions of this paragraph are waived. Otherwise, waiver of the provisions of this paragraph shall only be by written consent of the LPA.

D. Record Retention

The CONSULTANT shall maintain all time and expense records related to the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of this CONTRACT and for three years from the date of final payment under this CONTRACT for inspection by the LPA, and copies thereof shall be furnished upon request, at the LPA'S expense. The CONSULTANT agrees that the provisions of this Article shall be included in any CONTRACT it may make with any subconsultants, assignees or transferees.

E. Retainage

The LPA shall retain the final 25% of the CONSULTANT'S Fixed Fees until all the deliverables have been received and found acceptable, the final payment request has been received, and an audit of the total PROJECT cost to date has been completed by the LPA or its designee.

ARTICLE VII. FINAL PAYMENT

The CONSULTANT shall clearly indicate on its last Invoice for the CONTRACT that the Invoice is "FINAL". The LPA will confirm that the CONTRACT is ready to be closed and the "FINAL" Invoice may be paid. All "FINAL" invoices shall pay any retainage withheld on the CONTRACT. However, under no circumstances will the total amount paid exceed the maximum not to exceed amount established for the CONTRACT. The CONSULTANT agrees that acceptance of the final payment shall be in full and final settlement of all claims arising against the LPA for payment for work done, materials furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the LPA from any and all further claims for payment, whether known or unknown, for and on account of said CONTRACT, including payment for all work done, and labor and material furnished in connection with the same. Failure to perform, to the satisfaction of the LPA, all terms of this CONTRACT, which include the Scope of Work and other exhibits, any technical specifications, and special requirements of the LPA, or the CONSULTANT'S failure to perform according to the prevailing industry standards, including standards of conduct and care, format and content, shall be corrected by the CONSULTANT without additional compensation. Neither the LPA's review, approval or acceptance of, nor payment for, the SERVICES required under this CONTRACT shall be construed to operate as a waiver of any rights under this CONTRACT, or of any cause of action arising out of the performance of this CONTRACT. The CONSULTANT shall be and remain liable to the LPA for all damages to the LPA caused by the CONSULTANT's negligent acts, errors and/or omissions in the performance of any of the SERVICES furnished under this CONTRACT. Errors and/or omissions discovered subsequent to the acceptance by the LPA of the final contract documents shall be corrected by the CONSULTANT without additional compensation. Notwithstanding inspection and acceptance by the LPA or any provision concerning the conclusiveness thereof, the CONSULTANT represents that SERVICES performed and work product(s) provided under this CONTRACT conform (or exceed) the requirements of this CONTRACT.

The CONSULTANT shall submit their "FINAL" invoice no later than 45 days following termination of the CONTRACT.

ARTICLE VIII. REVIEW OF WORK

Authorized representatives of the LPA may at all reasonable times review and inspect the SERVICES being provided under this CONTRACT and any addenda or amendments thereto. Authorized representatives of the FHWA may also review and inspect the SERVICES under this CONTRACT should funds of the United States of America be in any way utilized in payment for said SERVICES. Such inspection shall not make the United States of America a party to this CONTRACT, nor will FHWA interfere with the rights of either party hereunder.

All reports, drawings, designs, studies, maps, or other work product(s) prepared by and for the CONSULTANT, shall be made available to authorized representatives of the LPA for inspection and review at all reasonable times in the General Offices of the LPA. Authorized representatives of the FHWA may also review and inspect said reports, drawings, designs, studies, maps, and other work product(s) prepared under the CONTRACT should funds of the United States of America be in any way utilized in payment for the same. Acceptance by the LPA shall not relieve the CONSULTANT of its contractual and professional obligations. CONSULTANT shall correct, at its expense, any of its breaches, negligent acts, errors and/or omissions, in the final version of the work.

The CONSULTANT shall be responsible for performance of and compliance with all terms of this CONTRACT, including the Scope of Work and other exhibits, and including any technical specifications and special requirements of the LPA, to the satisfaction of the LPA, and shall be responsible for any negligent acts,

errors and/or omissions, including those as to conduct and care, format and content, for all aspects of the CONTRACT, and including professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the CONSULTANT.

Failure to comply with any terms of this CONTRACT shall be corrected by the CONSULTANT without additional compensation.

If any breach of CONTRACT, is discovered by LPA personnel after final acceptance of the work by the LPA, then the CONSULTANT shall, without additional compensation, cure any deficiency or breach including any negligent acts, errors and/or omissions in designs, plans, drawings, specifications, or other services.

In the event that the project schedule requires that a breach of this CONTRACT be corrected by someone other than the CONSULTANT then the actual costs incurred by the LPA for such corrections shall be the responsibility of the CONSULTANT. The LPA shall give the CONSULTANT an opportunity to correct said breach unless (1) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach within the schedule established by the LPA, or (2) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach to the satisfaction of the LPA.

In the event that the CONSULTANT breaches this CONTRACT, and the breaches of the CONSULTANT are discovered during the construction or any phase of work, then an accounting of all costs incurred by the LPA resulting from such breach, including any negligent acts, errors and/or omissions, will be made and such amount will be recovered from the CONSULTANT.

During construction or any phase of work performed by others based on the services provide by the CONSULTANT for this CONTRACT, the CONSULTANT shall confer with the LPA when requested for the purpose of interpreting the information, clarification of any ambiguities, and/or to correct any negligent acts, error or omission without additional compensation. The CONSULTANT shall prepare any plans or data needed to correct the negligent acts, error or omission without additional compensation, even though acceptance and/or final payment may have been received by the CONSULTANT. The CONSULTANT shall give immediate attention to these changes once notified by the LPA so there will be a minimum of delay to the contractor.

When notified by the LPA of potential negligent acts, errors and/or omissions, during the development, construction, or any phase of the project, the CONSULTANT shall establish and maintain cost accounting records to segregate all costs associated with the evaluation and correction of any negligent acts, errors and/or omissions. All costs associated with any negligent acts, errors and/or omissions, including direct or indirect, must be borne by the CONSULTANT. If after written notice from the LPA, the CONSULTANT fails or refuses to correct any negligent acts, errors and/or omissions, the LPA may, by contract or otherwise, correct or replace with similar services and charge to the CONSULTANT the cost occasioned to the LPA thereby, or offset and withhold a sum equal to said cost to the LPA from payments on any existing contract(s) with the CONSULTANT or against any sums due the CONSULTANT under the terms of this CONTRACT or any other active contract(s).

ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

The CONSULTANT shall indemnify and hold harmless the LPA and all its officers, agents and employees from any claim, loss, damage, cost, charge or expense, including reasonable attorney fees, to the extent caused by any negligent act, actions, neglect, error or omission by the CONSULTANT, its agents, employees, or subconsultants during the performance of this CONTRACT, whether direct or indirect, and whether to any person or property for which the LPA or said parties may be subject, except that neither the CONSULTANT nor any of his agents or subconsultants will be liable under this provision for damages arising out of the injury or damage to persons or property to the extent caused by or resulting from the negligence of the LPA or any of its officers, agents or employees.

The CONSULTANT'S obligations under this Article, including the obligations to indemnify, defend, hold harmless, pay reasonable attorney fees or, at the LPA'S option, participate and associate with the LPA in the defense and trial or arbitration of any damage claim, lien or suit and any related settlement negotiations, shall be initiated by the LPA'S notice of claim for indemnification to the CONSULTANT. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the LPA entirely responsible shall excuse performance of this provision by the CONSULTANT. In such case, the LPA shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

In conjunction herewith, the LPA agrees to notify the CONSULTANT in writing as soon as practicable after receipt or notice of any claim involving the CONSULTANT. These indemnities shall not be limited by reason of the listing of any insurance coverage below.

ARTICLE X. INSURANCE

Prior to beginning any work under this CONTRACT, the CONSULTANT shall obtain and furnish proof of insurance through Certificates of Insurance and, at MDOT's request, copies of insurance policies of the following:

- A. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.
- B. Commercial General Liability Insurance with a minimum combined limit of not less than One Million Dollars (\$1,000,000.00) for each occurrence.
- C. Errors and Omissions (Professional Liability) Insurance in an amount not less than One Million Dollars (\$1,000,000.00) per claim; One Million Dollars (\$1,000,000.00) annual aggregate.
- D. Comprehensive Automobile Liability Insurance, in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.

The LPA shall be listed as a certificate holder of insurance on any of the insurance required under this CONTRACT.

In the event that the CONSULTANT retains any subconsultant or other personnel to perform SERVICES or carry out any activities under or incident to work on any project or phase of this CONTRACT, the CONSULTANT agrees to obtain from said subconsultant or other personnel, certificates of insurance demonstrating that said subconsultant or other personnel shall have sufficient coverage, or CONSULTANT agrees to include said subconsultant or other personnel within the CONSULTANT'S coverage for the duration of this PROJECT or phase for which said subconsultant or other personnel is employed.

The Insurance coverage recited above shall be maintained in full force and effect by the CONSULTANT during the entire term of the CONTRACT. The LPA shall be notified of cancellation of any of the required insurance by the CONSULTANT and by the insurance company issuing any such cancellation of the required policies. Should CONSULTANT cease to carry the errors and/or omissions coverage listed above for any reason, it shall obtain "tail" or extended reporting period coverage at the same limits for a period of not less than three (3) years subsequent to policy termination or contract termination, whichever is longer.

All insurance carriers shall be licensed and in good standing with the Office of the Insurance Commissioner of the State of Mississippi.

A certificate of insurance acceptable to the LPA shall be issued to the LPA by the CONSULTANT prior to beginning any work under this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT as evidence that policies providing the required insurance are in full force and effect. All policies

of required insurance shall give thirty days written notice to the LPA before the effective date of cancellation or reduction in limits of any required insurance.

The CONSULTANT will furnish certified copies, upon request, of any or all of the policies and/or endorsements to the LPA prior to the execution of this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT.

The CONSULTANT shall provide the LPA any and all documentation necessary to prove compliance with the insurance requirements of this CONTRACT as such documentation is requested, from time to time, by the LPA.

If the CONSULTANT fails to procure or maintain required insurance, the LPA may immediately elect to terminate this CONTRACT or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the LPA shall be repaid by the CONSULTANT to the LPA upon demand, or the LPA may offset the cost of the premiums against any monies due to the CONSULTANT from the LPA.

ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING

The CONSULTANT shall comply with the relevant requirements of all federal, state or local laws. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this CONTRACT. The CONSULTANT warrants that it shall not contribute any money, gift or gratuity of any kind, either directly or indirectly to any employee of the LPA, or to any employee of the MDOT. For breach or violation of this warranty, the LPA shall have the right to annul this CONTRACT without liability, and the CONSULTANT shall forfeit any sums due hereunder at the time of such breach and may be barred from performing any future services for the LPA or participating in any future contracts with the LPA.

ARTICLE XII. EMPLOYMENT OF LPA'S PERSONNEL

The CONSULTANT shall not employ any person or persons in the employ of the LPA for any work required by the terms of this CONTRACT, without the written permission of the LPA, except as may otherwise be provided for herein.

ARTICLE XIII. MODIFICATION

If, prior to the satisfactory completion of the SERVICES under this CONTRACT, the LPA materially alters the scope, character, complexity or duration of the SERVICES from those required under this CONTRACT, a supplemental agreement may be executed between the parties. Also, a supplemental agreement may be negotiated and executed between the parties in the event that both parties agree the CONSULTANT'S compensation should be increased due to an increase in the nature, scope or amount of work necessary to properly provide the SERVICES required on any particular phase or project begun hereunder.

Oral agreements or conversations with the LPA, any individual member of the LPA, officer, agent, or employee of MDOT, either before or after execution of this CONTRACT, shall not affect or modify any of the terms or obligations contained in this CONTRACT. All modifications to this CONTRACT, amendments or addenda thereto must be submitted in writing and signed by the parties thereto before the modifications, amendments, or addenda become effective.

The CONSULTANT may not begin work on any modifications, amendments, or addenda prior to receiving a Notice to Proceed.

Minor changes in the proposal which do not involve changes in the contract maximum not to exceed amount, extensions of time or changes in the goals and objectives of this CONTRACT may be made by written notification of such change by either the MDOT or the CONSULTANT to the other party, and shall become effective upon written acceptance thereof (i.e. letter agreement).

ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER

It is understood by the parties to this CONTRACT that the work of the CONSULTANT is considered personal by the LPA. The CONSULTANT shall not assign, subcontract, sublet or transfer any or all of its interest in this CONTRACT without prior written approval of the LPA. Under no condition will the CONSULTANT be allowed to sublet or subcontract more than 60% of the work required under this CONTRACT. It is clearly understood and agreed that specific projects or phases of the work may be sublet or subcontracted in their entirety provided that the CONSULTANT performs at least 40% of the overall CONTRACT with its own forces. Consent by the LPA to any subcontract shall not relieve the CONSULTANT from any of its obligations hereunder, and the CONSULTANT is required to maintain final management responsibility with regard to any such subcontract.

The LPA reserves the right to review all subcontracts documents prepared in connection with this CONTRACT, and the CONSULTANT agrees that it shall submit to the LPA any proposed subcontract document together with subconsultant cost estimates for review and written concurrence of the LPA in advance of their execution.

The CONSULTANT shall make prompt payment to all subconsultants no later than 15 days from receipt of each payment the LPA makes to the CONSULTANT. Each month, the CONSULTANT shall submit OCR-484-C found on MDOT's website to the LPA along with the Invoice. This form certifies payments to all Subconsultants and shows all firms even if the CONSULTANT has paid no monies to the firm during that estimate period (negative report). The CONSULTANT shall pay all retainage owed to the subconsultant for satisfactory completion of the accepted work within 15 days after receipt of payment.

ARTICLE XV. OWNERSHIP OF PRODUCTS AND DOCUMENTS AND WORK MADE FOR HIRE

The CONSULTANT agrees that all reports, documents, computer information and access, software, drawings, studies, notes, maps and other data and products, prepared by and for the LPA under the terms of this CONTRACT shall become and remain the property of the LPA upon creation and shall be delivered to the LPA upon termination or completion of work, or upon request of the LPA, regardless of any claim or dispute between the parties. All such data and products shall be delivered within thirty (30) days of receipt of a written request by the LPA.

The CONSULTANT and the LPA intend and agree that this CONTRACT to be a contract for SERVICES and each party considers the products and results of the SERVICES to be rendered by the CONSULTANT hereunder, including any and all material produced and/or delivered under this CONTRACT (the "Work"), to be a "work made for hire" under U.S. copyright and all applicable laws. The CONSULTANT acknowledges and agrees that the LPA owns all right, title, and interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto.

If for any reason the Work would not be considered a work made for hire under applicable law, or in the event this CONTRACT is determined to be other than a contract or agreement for a work made for hire, the CONSULTANT does hereby transfer and assign to the LPA, and its successors and assigns, the entire right, title, and interest in and to any Work prepared hereunder including, without limitation, the following: the copyright and all trademark, patent, and all intellectual property rights in the Work and any registrations and copyright, and/or all other intellectual property, applications relating thereto and any renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity, for past, present, or future infringement based on the copyrights and/or all other intellectual property;

all rights, including all rights to claim priority, corresponding to the foregoing in the United States and its territorial possessions and in all foreign countries. The CONSULTANT agrees to execute all papers and perform such other proper acts as the LPA may deem necessary to secure for the LPA or its designee the rights herein assigned.

The LPA may, without any notice or obligation of further compensation to the CONSULTANT, publish, re-publish, anthologize, use, disseminate, license, or sell the Work in any format or medium now known or hereafter invented or devised. The LPA'S rights shall include, without limitation, the rights to publish, re-publish, or license a third party to publish, re-publish, or sell the Work in print, on the World Wide Web, or in any other electronic or digital format or database now known or hereafter invented or devised, as a separate isolated work or as part of a compilation or other collective work, including a work different in form from the first publication, and to include or license a third party to include the Work in an electronic or digital database or any other medium or format now known or hereafter invented or devised.

The CONSULTANT shall obtain any and all right, title, and interest to all input and/or material from any third party subconsultant, or any other party, who may provide such input and/or material to any portion of the Work so that said right, title, and interest, and all such interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto, shall belong to the LPA.

For any intellectual property rights currently owned by third parties or by the CONSULTANT and not subject to the terms of this CONTRACT, the CONSULTANT agrees that it will obtain or grant royalty-free, nonexclusive, irrevocable license(s) for or to the LPA at no cost to the LPA to use all copyrighted or copyrightable work(s) and all other intellectual property which is incorporated in the material furnished under this CONTRACT. Further, the CONSULTANT warrants and represents to the LPA that it has obtained or granted any and all such licensing prior to presentation of any Work to the LPA under this CONTRACT. This obligation of the CONSULTANT does not apply to a situation involving a third party who enters a license agreement directly with the LPA.

The CONSULTANT warrants and represents that it has not previously licensed the Work in whole or in part to any third party and that use of the Work in whole or in part will not violate any rights of any kind or nature whatsoever of any third party. The CONSULTANT agrees to indemnify and hold harmless the LPA, its successors, assigns and assignees, and its respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees), arising out of or in any way connected with any breach of any representation or warranty made by CONSULTANT herein.

ARTICLE XVI. PUBLICATION AND PUBLICITY

The CONSULTANT agrees that it shall not for any reason whatsoever communicate to any third party, with the exception of the MDOT and the FHWA, in any manner whatsoever concerning any of its CONTRACT work product, its conduct under the CONTRACT, the results or data gathered or processed under this CONTRACT, which includes, but is not limited to, reports, computer information and access, drawings, studies, notes, maps and other data prepared by and for the CONSULTANT under the terms of this CONTRACT, without prior written approval from the LPA, unless such release or disclosure is required by judicial proceeding. The CONSULTANT agrees that it shall immediately refer any third party who requests such information to the LPA and shall also report to the LPA any such third party inquiry, with the exception of the MDOT and/or the FHWA. This Article shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the CONSULTANT to defend itself from any suit or claim.

All approved releases of information, findings, and recommendations shall include a disclaimer provision and all published reports shall include that disclaimer on the cover and title page in the following form:

The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of the Local Public Agency, Mississippi Department of Transportation, Mississippi Transportation Commission, the State of Mississippi or the Federal Highway Administration.

ARTICLE XVII. CONTRACT DISPUTES

This CONTRACT shall be deemed to have been executed in *Jackson* County, Mississippi, and all questions including but not limited to questions of interpretation, construction and performance shall be governed by the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect to this CONTRACT shall be brought in a court of competent jurisdiction in *Jackson* County, State of Mississippi. The CONSULTANT expressly agrees that under no circumstances shall the LPA be obligated to or responsible for payment of an attorney's fee for the cost of legal action to or on behalf of the CONSULTANT.

ARTICLE XVIII. COMPLIANCE WITH APPLICABLE LAW

- A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.
- B. The CONSULTANT shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this CONTRACT or that may later become effective.
- C. The CONSULTANT shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, national origin, age or disability.
- D. The CONSULTANT shall comply and shall require its subconsultants to comply with the regulations for compliance with TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and all other applicable federal regulations as stated in "Exhibit 5" which is incorporated herein by reference.
- E. The CONSULTANT shall comply with the provisions set forth in Department of Transportation regulations, Uniform Administrative Requirements for Grants and Cooperative Agreements, 49 CFR, Part 18, Et Seq., regarding Uniform Administrative Requirements for Grants and Cooperative agreements (as amended) in its administration of this CONTRACT or any subcontract resulting herefrom.
- F. The CONSULTANT agrees that it will abide by the provisions of 49 CFR Section 26 regarding disadvantaged business enterprises and include the certification made in "Exhibit 5" to this CONTRACT in any and all subcontracts which may result from this CONTRACTS.
- G. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations CFR 23 Part 634 - Worker Visibility – as stated in "Exhibit 5".
- H. IMMIGRANT STATUS CERTIFICATION. The CONSULTANT represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The CONSULTANT further represents that it is registered and participating in the Department of Homeland Security's E-Verify™ employment

eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subcontractors and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The CONSULTANT acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CONSULTANT also acknowledges liability for any additional costs incurred by the LPA due to such contract cancellation or loss of license or permit. The CONSULTANT is required to provide the certification on Exhibit 9 in this CONTRACT to the LPA verifying that the CONSULTANT and subconsultant(s) are registered and participating in E-Verify prior to execution of this CONTRACT

- I. The covenants herein shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE XIX. WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time, or of any other provision hereof, nor shall it be construed to be a modification of the terms of this CONTRACT.

ARTICLE XX. SEVERABILITY

If any terms or provisions of this CONTRACT are prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this CONTRACT shall not be affected thereby and each term and provision of this CONTRACT shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE XXI. ENTIRE AGREEMENT

This CONTRACT constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto.

ARTICLE XXII. CONFLICT OF INTEREST

The CONSULTANT covenants that no public or private interests exist and none shall be acquired directly or indirectly which would conflict in any manner with the performance of the CONSULTANT'S CONTRACT. The CONSULTANT further covenants that no employee of the CONSULTANT or of any subconsultant(s), regardless of his/her position, is to personally benefit directly or indirectly from the performance of the SERVICES or from any knowledge obtained during the CONSULTANT'S execution of this CONTRACT.

ARTICLE XXIII. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the LPA to proceed under this CONTRACT is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this CONTRACT are not forthcoming or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the LPA for the performance of this CONTRACT, the LPA shall have the right, upon written notice to the CONSULTANT, to immediately terminate or stop work on this CONTRACT without damage, penalty, cost, or expense to the LPA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

ARTICLE XXIV. STOP WORK ORDER

- A. **Order to Stop Work.** The LPA may, by written order to the CONSULTANT at anytime, and without notice to any surety, require the CONSULTANT to stop all or any part of the work called for by this CONTRACT. This order shall be for a specified period not exceeding twenty-four (24) months after the order is delivered to the CONSULTANT unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the CONSULTANT shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the LPA shall either:

- (1) Cancel the stop work order; or
- (2) Terminate the work covered by such order according to and as provided in Article III of this CONTRACT.

Prior to the LPA'S taking official action to stop work under this CONTRACT, the Executive Director of MDOT and/or the LPA may notify the CONSULTANT, in writing, of MDOT'S or the LPA's intentions to ask the LPA or CONSULTANT to stop work under this CONTRACT. Upon notice from the Executive Director of MDOT or the LPA, the CONSULTANT shall suspend all activities under this CONTRACT, pending final action by the LPA.

- B. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONSULTANT shall have the right to resume work. If the LPA decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the CONSULTANT'S cost properly allocable to the performance of any part of this CONTRACT and the CONSULTANT asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in this CONTRACT may be made by written modification of this CONTRACT as provided by the terms of this CONTRACT.
- C. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the CONSULTANT may be paid for SERVICES rendered prior to the Termination. In addition to payment for SERVICES rendered prior to the date of termination, the LPA shall be liable only for the costs, fees, and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE XXV. KEY PERSONNEL & DESIGNATED AGENTS

The CONSULTANT agrees that Key Personnel identified as assigned to phases hereunder as set forth in this CONTRACT or as established in the organizational chart of the CONSULTANT's proposal, shall not be changed or reassigned without prior approval of the LPA or, if prior approval is impossible, and then notice to the LPA and subsequent review by the LPA which may approve or disapprove the action. For purposes of implementing this section and all other sections of this CONTRACT with regard to notice, the following individuals are herewith designated as agents for the respective parties:

LPA:

For Contractual Matters:

Carolyn Martin
City of Ocean Springs
1018 Porter Avenue
Ocean Springs, MS 39564
Phone: 228-230-1969
Fax:
cmartin@oceansprings-ms.gov

For Technical Matters:

Carolyn Martin
City of Ocean Springs
1018 Porter Avenue
Ocean Springs, MS 39564
Phone: 228-230-1969
Fax:
cmartin@oceansprings-ms.gov

CONSULTANT:

For Contractual Matters:

Jeffrey D. May
Michael Baker International
2113 Government Street, Suite D-3
Ocean Springs, MS 39564
Phone: 228-818-2839
Fax:
jmay@mbakerintl.com

For Technical Matters:

Jeffrey D. May
Michael Baker International
2113 Government Street, Suite D-3
Ocean Springs, MS 39564
Phone: 228-818-2839
Fax:
jmay@mbakerintl.com

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers and Surveyors:

P.E. # 15572
Surveyor # _____

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers and Surveyors:

P.E. # 15572
Surveyor # _____

ARTICLE XXVI. AUTHORIZATION

Both parties hereto represent that they have authority to enter into this CONTRACT and that the individuals executing this CONTRACT are authorized to execute it and bind their respective parties and certified copies of the applicable Resolution of the Corporate Board of Directors of the CONSULTANT are attached hereto as "Exhibit 1" and incorporated herein by reference and made a part hereof as if fully copied herein in words and figures.

WITNESS this my signature in execution hereof, this the ____ day of _____, 20__.

City of Ocean Springs

Kenny Holloway, Mayor

WITNESS this my signature in execution hereof, this the ____ day of _____, 20__.

Michael Baker International

Jeffrey D. May, PE – Associate Vice President

ATTEST: _____

Exhibits attached hereto and incorporated by reference into this contract include those identified on the attached page entitled "List of Exhibits".

LIST OF EXHIBITS

1. Evidence of Authority
2. General Scope of Work and Common Specifications
3. Fees and Expenses
4. Sample Invoice
5. Notice to the CONSULTANT
6. The CONSULTANT'S Certificate Regarding Debarment, Suspension and Other Responsibility Matters
7. Certification of the LPA
8. This Exhibit was intentionally left blank
9. Prime Consultant / Contractor EEV Certification and Agreement

EXHIBIT 1

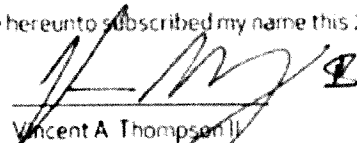


We Make a Difference

CERTIFICATE OF SECRETARY
OF
MICHAEL BAKER INTERNATIONAL, INC.

The undersigned, Vincent A. Thompson II, Assistant Secretary of Michael Baker International, Inc., a Pennsylvania corporation (the "Company"), DOES HEREBY CERTIFY that Mr. Jeff May is Associate Vice President & Operations Manager of the Ocean Spring, Mississippi Office and he is individually authorized and empowered to sign proposals, forms and other documents and to otherwise bind the Company contractually.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 23rd day of August 2018.

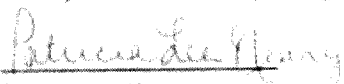


Vincent A. Thompson II
Vice President, Assistant General Counsel & Assistant Secretary
Michael Baker International, Inc.

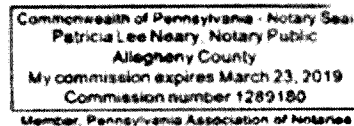
Commonwealth of Pennsylvania

The foregoing instrument was acknowledged before me this 23rd day of August 2018 by Vincent A. Thompson II, Vice President, Assistant General Counsel & Assistant Secretary of Company.

Subscribed and sworn to before me, Patricia Lee Neary, a Notary Public in and for the Commonwealth of Pennsylvania, this 23rd day of August 2018



Patricia Lee Neary
Notary Public, Commonwealth of Pennsylvania
My Commission Expires 23 March 2019



Commonwealth of Pennsylvania
County of ALLEGHENY

MTAKERINTL.COM

120 Grant Street, Suite 1400 | Pittsburgh, PA

12/18

EXHIBIT 2

SCOPE OF WORK

Detailed scope of work for the completion of this study is as follows:

Task 1 - Traffic Data Collection

Data Collection

Michael Baker will obtain traffic volumes in the project area for festival conditions. Additionally, Michael Baker will obtain intersection traffic counts at the two (2) study intersections collected on a typical weekday after notice to proceed. Collecting both sets of data will provide a full picture of the bicycle and pedestrian activity in the area. Data will be collected from 7:00 AM to 7:00 PM and will include classification of motor vehicles, bicyclists, and pedestrians. Existing conditions including intersection timing, speed limits, intersection approach lanes, etc. will be obtained for use in the analysis. Supplemental volume data along US-90 and signal information will be requested from MDOT if available.

The data collection locations and analysis locations are as follows:

- 1) US-90 and Washington Avenue
- 2) US-90 and Martin Luther King Jr. Avenue

The analysis will study the following hours:

- 1) Typical Weekday AM Peak Hour
- 2) Typical Weekday PM Peak Hour
- 3) Festival Peak Hour

Traffic Volumes

Design Year traffic forecasts will be developed for each of the analysis locations for each of the analysis years. Forecasts will be developed by assuming an average annual growth rate. Additionally, Michael Baker will coordinate with the City to determine if there are any planned developments in the area which might impact traffic volumes or traffic patterns. The anticipated analysis scenarios are as follows:

- 1) Existing Conditions
- 2) Design Year No Build
- 3) Design Year Build – Concept 1 (Short-Term Improvements)
- 4) Design Year Build – Concept 2 (Long-Term Improvements)

The forecasting will also include increases in bicycle and pedestrian volumes based on any planned projects, sidewalk gap closures, and an increase in volumes that could be anticipated once any real or perceived impediments are removed. The No Build condition will be based on the existing condition. Any planned MDOT improvements within the study area will be considered.

Task 2 - Traffic Operations Analysis

The analysis will assess the intersection level of service conditions at the two (2) study intersections for the analysis scenarios identified above. Michael Baker will prepare traffic operations analysis to assess conditions at the study intersections using the *Highway Capacity Manual (HCM)* 6th Edition analysis methodology. Synchro software will be

utilized for this analysis. Synchro is considered the best tool for this analysis given its ability to evaluate signal timing modifications at a detailed level while evaluating various concepts. Measures of effectiveness will include level of service, vehicle delay, and Synchro 95th percentile queue lengths. Bicycle and pedestrian traffic volumes will be inputted into the traffic analysis model to capture the multi-modal activity.

Additionally, pedestrian operations will be assessed using the Pedestrian Environmental Quality Index (PEQI) for each of the study intersections. PEQI is a quantitative observational tool that is utilized to assess the quality and the safety of a physical pedestrian environment. While the Synchro operations analysis will focus on the motor vehicle operations, the PEQI analysis will focus on the pedestrian experience. Also, a Level of Street (LTS) analysis will be conducted for bicycle activity within the study area. The LTS analysis will be utilized to quantify the amount of discomfort that bicyclists feel when they travel close to motor vehicle traffic.

The concept analysis will consider signal timing modifications to accommodate any proposed improvements. For example, adding a crosswalk will result in updating the pedestrian crossing times in the model. Accommodating bicyclists and golf carts will require a check of the clearance times to assure that these modes have adequate time to cross the intersection safely. This analysis will be utilized in the development and refinement of the concepts. Analysis of up to two (2) concepts are assumed.

Task 3 – Road Safety Analysis

A road safety audit of the two intersections will be conducted to investigate the physical characteristics of the location and will include an examination of existing lighting, signs, signals, pavement markings, bike and pedestrian movements, traffic signal operations, and speed for approaches (mid-block). The audit will also include an analysis of crash data for the two intersections. A request for the crash data will need to be made from the City of Ocean Springs to the MDOT Highway Safety Division (contact can be provided). This information will guide the recommendations for both the short-term and long-term safety countermeasures for these intersections. References for the work will include the NCHRP guide for pedestrian and bicyclist safety, the AASHTO guide for the development of bicycle facilities and FHWA guidance.

Task 4 – Geometric Condition Analysis

The geometric condition analysis will look at the number of lanes, intersection legs, driveway location and design, proximity of rail facilities, stopping sight distance, intersection turn radii, sidewalk/bike path presence, shoulder type and condition, and other geometric needs to safely accommodate pedestrians and cyclists at these intersections. This portion of the study will include a look at the pedestrian/bike accessibility of the intersection and pedestrian/bike delays in crossing, i.e., is it difficult for pedestrians and bikes to cross. It will look at existing sidewalks or paths, curb cuts, potential obstructions, or other issues that could deter use and corrections for those findings. It will also look at the current major and minor street walk times for crossing the street. This study will include an identification of needs for each intersection with recommended short- and long-term improvements.

Michael Baker will begin their analysis of the intersections at Washington Ave. and Martin Luther King with US Highway 90 by creating a mapping file (using *MicroStation Geopak V8i*) of each intersection to layout out all existing topography (i.e., lane configurations, curb locations, railroad location, drainage structures, visible utilities, and any other features behind the curbs at these intersections).

After all existing traffic data is gathered (pedestrian and vehicular traffic) and the traffic analysis is completed, Michael Baker will analyze these results to determine the best scenario for improvements. These improvements could be

geometric changes to the current intersections, addition of pedestrian markings, signage and pedestrian signals, improvements to traffic signals, pavement markings, sidewalks and/or multiuse paths, bike lanes, etc.

Michael Baker will use “AUTOTURN” software to simulate all traffic turning movements which will track the wheel lines and area needed for cars and trucks to make proper turns without interfering with curbs, etc., then adjustments can be made to the geometry of intersections for improvements to curb lines and/or lane markings.

Conceptual layouts will be developed based on the above analysis for both intersections showing what improvements are recommended. These improvements will follow guidelines based on City requirements and based on the MDOT Roadway Design Manual, AASHTO Roadway Design Guide and Highway Safety Manual, and the latest version of MUTCD (Manual on Uniform Traffic Control Devices).

Task 5 – Comprehensive Report

A comprehensive intersection analysis report will be prepared for submittal to the City of Ocean Springs. It is anticipated to include the following sections: introduction, project description, existing condition, forecast traffic, future conditions, traffic impact analysis, road safety analysis results and countermeasures, geometric condition analysis, short- and long-term improvements, conceptual layouts, and conclusions. The draft report will be prepared and submitted for review. All comments will be addressed from the City of Ocean Springs regarding the report and layouts will be addressed, accordingly. One revision of the draft report is assumed as part of this work effort.

Included in the report will be conceptual level sketches. The sketches will identify the recommended improvements, both short and long term, for each intersection. The sketches will be further used to develop concept level cost estimates for the implementation of the suggested improvements. All traffic data gathered will be included in the report in the form of an appendix.

City of Ocean Springs - Traffic Intersection Study STP-003-01(217)LPA/1092052-711000

Project Schedule

	March '23	April '23	May '23	June '23	July '23	August '23	
Task 1 - Traffic Data Collection							
Task 2 - Traffic Operation Analysis							
Task 3 - Road Safety Analysis							
Task 5 - Geometric Condition Analysis							
Task 6 - Comprehensive Report							

EXHIBIT 3

FEES AND EXPENSES

The LPA shall pay the CONSULTANT on an actual cost-plus fixed-fee basis with an upset limit of \$119,953.01 for the satisfactory completion of the Scope of Work set forth under "Exhibit 2", hereto, for all salaries, payroll additives, overhead, direct costs and CONSULTANT'S fixed fees attributable to this CONTRACT.

Actual costs as the term is used herein shall include all direct salaries, payroll additives, overhead and direct cost. Direct salaries are those amounts actually paid to the person performing the SERVICES, which are deemed reasonably necessary by the LPA for the advancement of the Scope of Work. Overtime work is not contemplated by this CONTRACT. Accordingly, direct salaries chargeable to this CONTRACT shall not include any overtime premium. Salaries for officers, principals or partners shall not increase at a rate in excess of that for other employees. Payroll additives and overhead consist of employee fringe benefits and that part of CONSULTANT'S allowable indirect costs attributable to this CONTRACT.

Direct Costs are those charges deemed reasonably necessary by the LPA for the successful completion of the Scope of Work, which are charged directly to the project and not included in overhead.

Fixed fee as the term is used herein shall mean a dollar amount established to cover the CONSULTANT'S profit and business expenses not allocable to overhead for the successful completion of the SERVICES.

Each month, the CONSULTANT shall submit OCR-484-C found on MDOT's website to the LPA along with the Invoice. This form certifies payments to all Subconsultants and shows all firms even if the CONSULTANT has paid no monies to the firm during that estimate period (negative report).

SCHEDULE OF MAXIMUM RATES, EXPENSES & FEES:

The following schedule of rates for SERVICE will not be exceeded for all work under this CONTRACT:

Direct Salaries:

Direct salaries shall not exceed those amounts actually paid to an employee performing SERVICES reasonably necessary for the completion of the Scope of Work set forth under "Exhibit 2" to this CONTRACT.

Upon MDOT's request, all charges for SERVICES must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, etc.

Payroll Additive & Overhead:

The current overhead rates shall be submitted by the CONSULTANT and approved by the MDOT within nine (9) months of the end of the CONSULTANT's fiscal period. The current overhead rate, as defined in this CONTRACT, shall be the overhead rate for the CONSULTANT's most recent previous fiscal period. The CONSULTANT's failure to provide a current overhead rate within nine (9) months of the end of the CONSULTANT's fiscal period may result in the CONSULTANT being deemed ineligible for any potential Supplemental Agreements with LPA. The estimated FCCM for cost proposals, Supplemental Agreements, and invoices must be specially identified and distinguished from the other costs. Profit/Fee shall not include amounts applicable to FCCM.

Final payment of the overhead rate costs shall be adjusted after completion of the final audit to reflect the actual rates experienced by the CONSULTANT during the course of this CONTRACT; however, in no event shall such an adjustment allow this CONTRACT'S cost to exceed the maximum limitation stated. Said audit of

the CONSULTANT will be conducted by the LPA, or the LPA'S designated auditor at the conclusion of this CONTRACT in accordance with Federal and the LPA requirements.

All overhead rates submitted to MDOT for approval shall comply with the current edition of the AASHTO Audit Guide, as amended. In addition, the CONSULTANT shall submit written certification in accordance with FHWA Order 4470.1A, as amended, that the indirect cost rate submitted does not include any costs which are expressly unallowable and the indirect cost rate was established only with allowable costs in accordance with the applicable cost principles contained in the Federal Acquisition Regulations (FAR) of 48 CFR part 31.

Direct Costs:

The LPA will reimburse the CONSULTANT'S actual documented expenses; or the amount allowable under the current edition of the MDOT State Travel Handbook, whichever is lower. Except as otherwise specifically provided herein, the procedures generally outlined in the MDOT State Travel Handbook shall govern the allowability of any expense reimbursement. This policy will include no meal reimbursement when there is no overnight stay. **However, Direct costs for lodging shall be reimbursed in accordance with FAR 31.205-46(a)(2).**

All direct costs must be substantiated by supporting data in accordance with the MDOT State Travel Handbook, i.e. mileage, log books, receipts, etc.

All other expenses will be reimbursed upon receipt of acceptable paid invoices.

Fixed Fee:

The CONSULTANT'S fixed fee shall be \$11,959.89, which sum shall be paid incrementally each month in an amount determined by multiplying the total fixed fee by the project completion percentage, less any amounts previously paid for fixed fees.

Contract Maximums:

Under no circumstances shall the amount payable by the LPA for this assignment exceed \$119,953.01 (Total of all Charges) without the prior written consent of both parties.

FEE AND EXPENSE SUMMARY

	Primes Labor Cost & Overhead	Primes Direct Costs	Primes Fixed Fee	Sub-Consultants	Project Total
Project Total	\$99,665.76	\$1,464.80	\$11,959.89	\$6,862.56	\$119,953.01

EXHIBIT 4
SAMPLE CSU-001 – COST PLUS FIXED FEE

LPA-CSU-001 For LPA's

REV 4/01/2016

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
MDOT REIMBURSEMENT ESTIMATE - RECAP SHEET

Date Processed January 0, 1900

Vendor Number 3100000000

Project No. _____

In Account With _____

Contract Number: _____

Est. No. 0

MDOT Project Number 0

County 0

Address 0

Surety _____

Period January 0, 1900 THRU January 0, 1900

P.O. No. 3941

Invoice Number : 0

Sheet No. 1

	Line Item	OCA	User Code 1	Object	Project Number / Detail Code	User Code 2	Current Period	Previous Estimate	Total Allowed to Date
Total Participating Cost	000001	00000	0	0	0	0	0.00	0.00	0.00
Total							0.00	0.00	0.00
Total All Work Due							0.00	0.00	0.00
Total Net Work Due							0.00	0.00	0.00
Quantities Checked					Contract Not To Exceed Amount		AMOUNT OF PAYMENT FOR PROGRESS ESTIMATES AND FINAL ESTIMATES SHOULD BE ROUNDED TO THE NEAREST CENTS (\$0.00)		
Original Signed _____					\$0.00				
LPA Official _____					NTP Date				
0					January 0, 1900				
Approved By: _____					Termination Date				
Consultant Services Unit Engineer - Scot Ehrgott, P.E.					January 0, 1900				
% Matching Funds Deduction for LPA	001	00000	0	0	0	0	0.00	0.00	0.00
0.00000%									
TOTAL Net Amount Owed to the LPA							0.00	0.00	0.00
THE SOLE PURPOSE OF THE ENGINEER'S SIGNATURE IS TO ACKNOWLEDGE THAT THE LPA HAS SUBMITTED ALL REQUIRED DATA BY THE LPA MANUAL FOR PAYMENT									

EXHIBIT 4

SAMPLE INVOICE – COST PLUS FIXED FEE

LOCAL PUBLIC AGENCY
ADDRESS
CITY, STATE, ZIP CODE

DATE:

ATTENTION: ACCOUNTS PAYABLE

INVOICE NO. 0000
PERIOD _____, 20____ THROUGH _____, 20____
PROFESSIONAL SERVICES IN ACCORDANCE WITH
CONTRACT DATED _____, 20____, AS RELATES TO
PROJECT NO. ____-____-____-____-____ IN _____ COUNTY, HIGHWAY _____.

CONSULTANT:
CUSTOMER NUMBER 0000000000 FILE NUMBER 000-000000
REPORT NUMBER: 000 through 000 FMS NUMBER 000000-000000LPA

	CURRENT PERIOD	PREVIOUS ESTIMATE	TOTAL ALLOWED TO DATE _____
DIRECT SALARIES	\$	\$	\$
* PAYROLL ADDITIVE (less FCCM)	\$	\$	\$
FIXED FEE (% complete X total fee less amounts previously paid – not to exceed 75%)	\$	\$	\$
PAYROLL ADDITIVE w/ FCCM only	\$	\$	\$
** DIRECT COSTS	\$	\$	\$
PROJECT TOTAL	\$	\$	\$
AMOUNT DUE THIS INVOICE:	\$	\$	\$

NOTE:

1. * PAYROLL ADDITIVES (INCLUDING ALL FRINGE BENEFITS & OVERHEAD-)
2. ** DIRECT COSTS (ATTACH SUPPORTING DATA)
3. THE CONSULTANT MAY USE ITS OWN INVOICE FORM SO LONG AS IT HAS BEEN APPROVED. PRIOR TO SUBMISSION BY THE CONSULTANT SAID FORM SHOULD, AT A MINIMUM, CONTAIN THE ABOVE INFORMATION

SUPPORTING DATA

Project No. 00-0000-00-000-00
County _____

<u>Employee and Classification</u>	<u>Pay Period Date</u>	<u>Rate of Pay</u>	<u>Period Hours</u>	<u>Period Costs</u>	<u>Period Costs</u>	<u>To Date</u>
DIRECT LABOR AND DIRECT COSTS						
John P. Public, Jr Engineer		0.00	0.0	0.00	0.00	0.00
John P. Public, Jr Designer		0.00	0.0	0.00	0.00	0.00
John P. Public, Jr Engineer		0.00	0.0	0.00	0.00	0.00
John P. Public, Jr Technician		0.00	0.0	0.00	0.00	0.00
Sub Total			0.0	0.00	0.00	0.00
Payroll Additives				0.00	0.00	0.00
Total Labor				0.00	0.00	0.00
Fixed Fee				0.00	0.00	0.00
Direct Costs				0.00	0.00	0.00
Subconsultant(s)				0.00	0.00	0.00
Project Total				0.00	0.00	0.00

EXHIBIT 5

NOTICE TO CONTRACTORS, FEDERAL AID CONTRACT COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

COPELAND ANTI-KICKBACK ACT, DAVIS BACON ACT, CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, CLEAN AIR ACT, ENERGY POLICY AND CONSERVATION ACT, and WORKER VISIBILITY

During the performance of this CONTRACT, the CONSULTANT, for itself, its assignees and successor-in-interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

1. Compliance with Regulations: The CONSULTANT will comply with the Regulations of the Department of Transportation, relative to nondiscrimination in Federally-assisted programs of the U. S. Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this CONTRACT.

2. Nondiscrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, religion, color, sex, national origin, age or disability in the selection and retention of subconsultants including procurement of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when this CONTRACT covers a program set forth in Appendix B of the Regulations. In addition, the CONSULTANT will not participate either directly or indirectly in discrimination prohibited by 23 C.F.R. 710.405(b).

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all Solicitations, either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this CONTRACT and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.

4. Anti-kick back provisions: All CONTRACTS and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each CONSULTANT or subconsultant shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The CONSULTANT shall report all suspected or reported violations to the LPA.

5. Davis Bacon Act: When required by the federal grant program legislation, all construction contracts awarded to contractors and subcontractors in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week.

6. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by contractors and subcontractors in excess of \$100,000 which involve the employment of mechanics or laborers

shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act: Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (Contracts and subcontracts in amounts in excess of \$100,000).

8. Energy Policy and Conservation Act: Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

9. Disadvantaged Business Enterprises: It is the policy of the Mississippi Department of Transportation to comply with the requirements of 49 C.F.R. 26, to prohibit unlawful discrimination, to meet its goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in a non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the LPA and the CONSULTANT shall comply with the "Mississippi Department of Transportation's Disadvantaged Business Enterprise Programs For United States Department Of Transportation Assisted Contracts".

Neither the CONSULTANT (Contractor), nor any sub-recipient or sub-contractor shall discriminate on the bases of race, color, national origin, or sex in the performance of this CONTRACT. The CONSULTANT (Contractor) shall carry out applicable requirements of 49 C.F.R. 26 in the award and administration of United States Department of Transportation assisted contracts. Failure of the CONSULTANT (Contractor) to carry out those requirements is a material breach of the contract which may result in the termination of this CONTRACT or such other remedies as the Mississippi Department of Transportation deems appropriate.

10. Worker Visibility: All workers within the right-of-way of a Federal-aid highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel – personal protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107-2004 publication entitled "American National Standard for High-Visibility Safety Apparel and Headwear" – for compliance with 23 CFR, Part 634.

EXHIBIT 6

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - Certification in accordance with Section 29.510 Appendix A, C.F.R./Vol. 53, No. 102, page 19210 and 19211:

- (1) The CONSULTANT certifies to the best of its knowledge and belief that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or CONTRACT under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default;
 - (e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT.
- (2) The CONSULTANT further certifies, to the best of his/her knowledge and belief, that:
 - (f) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (g) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or any employee of a member of Congress in connection with this CONTRACT, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U.S. Code prior to entering into this CONTRACT. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The CONSULTANT shall include the language of the certification in all subcontracts exceeding \$100,000 and all sub-consultants shall certify and disclose accordingly.

I hereby certify that I am the duly authorized representative of the CONSULTANT for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

- (a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this agreement,
- (b) agreed, as an express or implied condition for obtaining this CONTRACT, to employ or retain the SERVICES of any firm or person in connection with carrying out the agreement, or
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

I acknowledge that this Agreement may be furnished to the Federal Highway Administration, United States Department of Transportation, in connection with the Agreement involving participation of Federal-Aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

SO CERTIFIED this _____ day of _____, 20____.

Michael Baker International

Jeffrey D. May, PE – Associate Vice President

ATTEST: _____

My Commission Expires:

Notary

EXHIBIT 7

CERTIFICATION OF THE LPA

I hereby certify that I am the Chief Administrative Official, duly authorized by the LPA to execute this certification and that the above consulting firm or its representative has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this agreement to:

- (a) employ or retain, or agree to employ or retain, firm or person, or
- (b) pay, or agree to pay, to any firm, person organization, any fee, contribution, donation, or consideration of any kind except as here expressly stated (if any).

SO CERTIFIED on the _____ day of _____, 20__.

City of Ocean Springs

Kenny Holloway, Mayor

EXHIBIT 8

{Intentionally Left Blank}

EXHIBIT 9

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

By executing this Certification and Agreement, the undersigned verifies its compliance with Senate Bill 2988 from the 2008 Mississippi Legislative Session, "Mississippi Employment Protection Act," as published in Laws, 2008 and codified in the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with MTC has registered with and is participating in a federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L.99-603,100 Stat 3359, as amended. The undersigned agrees to inform the MTC if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any subconsultant(s) and/or subcontractor(s) in connection with the performance of this Contract, the undersigned will secure from such subconsultant(s) and/or subcontractor(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to MTC, if requested, for the benefit of the MTC or this Contract.

75263

EEV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars (\$1,000.00) nor more than Ten Thousand Dollars (\$10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY: _____

Authorized Officer or Agent

Date

Jeffrey D. May

Printed Name of Authorized Officer or Agent

Associate Vice President

Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the ____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires: _____

* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.



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: Honorable Mayor and Board of Aldermen

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

Date: February 7, 2023

Re: American Rescue Plan Act (ARPA) / MS Municipality and County Water Infrastructure Grant (MCWI) – MDEQ Agreement # 108-1-CW-5.5 – EAST SIDE SEWER DIVERSION PROJECT
Authorization to Execute Subaward Agreement

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. This agreement supports the East Side Sewer Diversion Project.

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

- City of Ocean Springs	\$ 500,000.00
- Jackson County	\$ 500,000.00
- MCWI	\$ 1,000,000.00
- TOTAL	\$ 2,000,000.00

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

EXHIBIT # 8-j

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

**STATE OF MISSISSIPPI
COUNTY OF HINDS**

MDEQ AGREEMENT NO. 108-1-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 MCWI Grant Program Act of 2022, Mississippi Senate Bill 2822, 2022 Regular Session (April 26, 2022), 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).

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 “East Side Sewer Diversion” (the “Project”).

3. PURPOSE

The purpose of this Project is to make a necessary investment in an upgrade to SUBRECIPIENT’s existing wastewater facility. 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 **\$2,000,000.00**, with said amount broken down as follows:

- i. MCWI Grant Funds shall not exceed **\$1,000,000.00**;
- 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 **\$500,000.00**;
- iii. Any LFRF transferred to SUBRECIPIENT from a county or municipality ("Transferred LFRF") shall not exceed **\$500,000.00**;
- 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 **\$80,000.00**. 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 Dollars and Zero Cents (\$1,000,000.00)** (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(a) of the *American Rescue Plan Act of 2021* (Pub. L. No. 117-2) and Mississippi Senate Bill No. 2822, entitled the Mississippi Municipality and

County Water Infrastructure Grant Program Act of 2022, Regular Session 2022 (April 26, 2022).

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.

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 Mississippi Senate Bill 2822 of the 2022 Legislative Session.³

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under by 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

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

³ <https://mswaterinfrastructure.com/wp-content/uploads/2022/06/Mississippi-Senate-Bill-2822.pdf>

⁴ <https://mswaterinfrastructure.com/wp-content/uploads/2022/07/MCWI-Regulations-Final.pdf>

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 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
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If to SUBRECIPIENT:	Attention: Mayor Kenny Holloway 1018 Porter Avenue Ocean Springs, MS 39564 Phone: (288) 875-6722 E-mail: kholloway@oceansprings-ms.gov
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53. **COUNTERPARTS**

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

[SIGNATURE PAGE FOLLOWS]

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

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

Chris Wells
Executive Director

Date

CITY OF OCEAN SPRINGS

Mayor Kenny Holloway
Signature of Authorized Representative

Kenny Holloway
Printed Name

Title

Date

ATTACHMENT A

PROJECT NAME, SCOPE OF WORK AND PROJECT TIMELINE AND REQUIREMENTS

PROJECT NAME

East Side Sewer Diversion

SCOPE OF WORK

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

Sanitary sewer and lift station rehabilitation, repair, or replacement included in 'East Side Sewer Diversion.'

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 December 31, 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 February 15, 2024, generally 60 days after submission of plans, specifications, and contract documents, advertise each construction contract for bids;
- d. On or about March 1, 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.



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



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MEMORANDUM

To: Honorable Mayor and Board of Aldermen

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

Date: February 7, 2023

Re: American Rescue Plan Act (ARPA) / MS Municipality and County Water Infrastructure Grant (MCWI) – MDEQ Agreement # 455-1-CW-5.5 – DOWNTOWN SEWER REHABILITATION
Authorization to Execute Subaward Agreement

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. This agreement supports the Downtown Sewer Rehabilitation Project.

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

- City of Ocean Springs	\$ 2,175,000.00
- Jackson County	\$ 2,175,000.00
- MCWI.....	\$ 4,350,000.00
- TOTAL.....	\$ 8,700,000.00

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

EXHIBIT # 8-k

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

**STATE OF MISSISSIPPI
COUNTY OF HINDS**

MDEQ AGREEMENT NO. 455-1-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 MCWI Grant Program Act of 2022, Mississippi Senate Bill 2822, 2022 Regular Session (April 26, 2022), 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).

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 “Downtown Ocean Springs Sewer System Rehabilitation” (the “Project”).

3. PURPOSE

The purpose of this Project is to make a necessary investment in an upgrade to SUBRECIPIENT’s existing sewage 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 **\$8,700,000.00**, with said amount broken down as follows:

- i. MCWI Grant Funds shall not exceed **\$4,350,000.00**;
- 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 **\$2,175,000.00**;
- iii. Any LFRF transferred to SUBRECIPIENT from a county or municipality (“Transferred LFRF”) shall not exceed **\$2,175,000.00**;
- 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 **\$348,000.00**. 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 **Four Million Three Hundred Fifty Thousand Dollars and Zero Cents (\$4,350,000.00)** (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(a) of the *American Rescue Plan Act of 2021* (Pub. L. No. 117-2) and Mississippi Senate Bill No. 2822, entitled the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022, Regular Session 2022 (April 26, 2022).

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.

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 Mississippi Senate Bill 2822 of the 2022 Legislative Session.³

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under by 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

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

³ <https://mswaterinfrastructure.com/wp-content/uploads/2022/06/Mississippi-Senate-Bill-2822.pdf>

⁴ <https://mswaterinfrastructure.com/wp-content/uploads/2022/07/MCWI-Regulations-Final.pdf>

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

23. **INTERVENTIONS**

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

If MDEQ determines that an intervention is warranted, it shall provide written notice to SUBRECIPIENT of the intervention within thirty (30) days of the completion of a report review, desk review, onsite review, audit review, or procedures engagement review, or as soon as possible

after MDEQ otherwise learns of a compliance or performance deficiency related to the execution of this Agreement. The written notice shall notify SUBRECIPIENT of the following related to the intervention:

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

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

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

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

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

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

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

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

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

24. **E-VERIFICATION**

If applicable, SUBRECIPIENT represents and certifies that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1, *et seq.* The term “employee” as used herein means any person that is hired to perform work within the State.

As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. SUBRECIPIENT agrees to maintain records of such compliance. Upon request of the State of Mississippi and after approval of the Social Security Administration or Department of Homeland Security, when required, SUBRECIPIENT agrees to provide a copy of each such verification. SUBRECIPIENT further represents and certifies that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

25. **TRANSPARENCY**

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

26. **PAYMODE**

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

27. **TERMINATION**

The Agreement may be terminated as follows:

A. *Termination For Convenience.*

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

B. *Termination For Default.*

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

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

C. *Termination Upon Bankruptcy.*

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

28. **DISPUTES**

Before pleading to any judicial system at any level, SUBRECIPIENT must exhaust all administrative remedies. A written complaint must first be sent to the Executive Director of MDEQ. The decision of the Executive Director shall be reduced to writing and a copy thereof mailed or furnished to SUBRECIPIENT within fourteen (14) days after receipt of information requested by MDEQ or the Executive Director. If the decision of the Executive Director does not resolve the matter, successive administrative remedies may, at SUBRECIPIENT's option, include bringing the complaint before the Mississippi Commission on Environmental Quality pursuant to Miss. Code Ann. §§ 49-17-35 and -41. In the alternative, at SUBRECIPIENT's option, the decision of the Executive Director may be deemed the final agency action on the complaint. Appeals from the decision of the Executive Director or the Commission shall follow procedures outlined in Miss. Code Ann. § 49-17-41.

29. **ANTI-ASSIGNMENT/CONTRACTING**

SUBRECIPIENT shall not assign, contract, or otherwise transfer this Agreement, in whole or in part without the prior written consent of MDEQ, which MDEQ may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by MDEQ of any contract shall be deemed in any

way to provide for the incurrence of any obligation of MDEQ in excess of the Maximum MCWI Grant Fund amount set forth in this Agreement, nor create any contractual relationship between MDEQ and any Contracted Parties. Contracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that MDEQ may deem necessary. Subject to the foregoing, this Agreement shall be binding upon the respective successors and assigns of the Parties.

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

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

31. **DEBARMENT AND SUSPENSION**

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

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

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

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

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

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

32. **FAILURE TO ENFORCE**

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

33. **INDEMNIFICATION**

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

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

34. **SUBRECIPIENT STATUS**

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

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

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

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

35. **INSURANCE**

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

36. **ENTIRE AGREEMENT**

This Agreement, including all attachments, represents the entire and integrated agreement between the Parties hereto and supersedes all prior negotiations, representations or agreements,

irrespective of whether written or oral. This Agreement may be altered, amended, or modified only by a written document executed by MDEQ and SUBRECIPIENT. SUBRECIPIENT acknowledges that it has thoroughly read this Agreement and all its attachments and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein.

37. **ORAL STATEMENTS**

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

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

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

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

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

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

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

39. **RIGHT TO AUDIT**

SUBRECIPIENT shall maintain all financial records, including electronic financial records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and

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

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

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

41. **SEVERABILITY**

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

42. **THIRD PARTY ACTION NOTIFICATION**

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

43. **CERTIFICATIONS**

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

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

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

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

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

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

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

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

44. **WAIVER**

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

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

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

From the date written notice of any such contract award is received and until ten (10) business days after the receipt of the employment plan by MDES, the Contracted Party and any subcontractors shall not hire any personnel to fill vacant positions for the project except residents of the State of Mississippi who are to be verified by MDES and/or those qualified individuals who are submitted by MDES. However, the Contracting Party or contractor is authorized to employ

Mississippi residents to begin work immediately if such persons are verified by MDES after employment by the Contracting Party or contractor. SUBRECIPIENT shall vacate the contract award in the event the Contracting Party fails to comply with the provisions of Miss. Code Ann. § 31-5-37.

46. **CONFLICT OF INTEREST**

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

47. **SUCCESSORS AND ASSIGNS**

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

48. **NO THIRD-PARTY BENEFICIARIES**

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

49. **EVALUATION**

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

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

50. **VENUE**

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

51. **HEADINGS**

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

52. **NOTICES**

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

If to MDEQ:

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

If to SUBRECIPIENT:

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

53. **COUNTERPARTS**

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

[SIGNATURE PAGE FOLLOWS]

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

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

Chris Wells
Executive Director

Date

CITY OF OCEAN SPRINGS

Mayor Kenny Holloway
Signature of Authorized Representative

Kenny Holloway
Printed Name

Title

Date

ATTACHMENT A

PROJECT NAME, SCOPE OF WORK AND PROJECT TIMELINE AND REQUIREMENTS

PROJECT NAME

Downtown Ocean Springs Sewer System Rehabilitation

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 the rehabilitation of three pump stations, sewer mains, and manholes in the area bordered by Front Beach Dr., Government St., Porter Ave., and Martin Luther King, Jr Ave..

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. 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);

- d. No later than 60 days after execution of each construction contract, execute and submit a copy of the notice to proceed;
- e. No later than 5 business days after the estimated completion of 25% of construction, submit a notice to MDEQ of such milestone;
- f. No later than 5 business days after the estimated completion of 50% of construction, submit a notice to MDEQ of such milestone;
- g. No later than 5 business days after the estimated completion of 75% of construction, submit a notice to MDEQ of such milestone;
- h. No later than 5 business days after completion of each construction contract, notify MDEQ of construction completion;
- i. 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;
- j. 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.



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



DS

228.875.4236 | www.oceansprings-ms.gov

February 1, 2023

To: Honorable Mayor Kenny Holloway

RE: Code violations report through February 1, 2023

Please find the attached report detailing code violations within the City of Ocean Springs.

Respectfully,

Rick Hutcherson
Code Enforcement Officer
City of Ocean Springs
Office: 228-230-1966 Cell: 228-219-3413
RHutcherson@oceansprings-ms.gov

EXHIBIT # 8-1



Code report through February 1, 2023

WARD #1.

- 606 Churchill – 1/9/2023 Slab without a permit. 1/10/2023 – Letter to be sent.
 - **1/31/2023** – Letter sent.
- 3209 Cumberland – 8/1/2022 High grass, exterior sanitation. 8/1/2022 – Letter sent to owner. 8/15/2022 – Conditions remain, sent 2nd letter. 8/23/2022 – Conditions remain, waiting on time. 8/29/2022 - Conditions remain, final notice to be sent. 9/6/2022 – Conditions remain. 9/9/2022 – Final Notice Sent. 9/20/2022 – Filed charged.
 - **1/30/2022** – Work being done on site.
- 9721 Iroquois – 10/17/2022 External Sanitation. 10/17/2022 – Sent letter. 11/21/2022 – Sent letter. 11/28/2022 – Spoke with resident, will follow up on 11/30. 12/2/2022 – Filed charges.
 - **1/30/2022** – Property clean. Charges to be dropped. Close.
- 1202 King Henry – 1/23/2022 Fence without a permit. 1/24/2023 – Verified with office.
 - **1/31/2023** – Letter to be sent.
- 3205 Nottingham – 11/14/2022 Fence without a permit. 11/23/2022 – Sent letter.
 - **12/6/2022** – Filed charges.
- 3303 Parliament – 1/3/2023 Fence without a permit. 1/3/2023 – Sent letter.
 - **1/31/2023** – Charges to be filed.

- 105 Penny – 11/14/2022 Fence without a permit, exterior sanitation. 11/21/2022 – Sent letter. 11/18/2022 - Spoke with owner, she was made aware of what steps need to be taken. 12/2/2022 – Filed charges.
 - **1/26/2023** – Filed for permit. Close.
- *PARCEL* Portree – 1/10/2023 Multiple parcels on Portree Place. Parcels: 61048119.000, 61048120.000, 61048121.000, 61048122.000 and 61048123.000. Additionally, there are parcels on Dunsinane. Property owner (State of Mississippi Land Trust) called in and reported illegal dumping on those lots. They spaced four “No Dumping” signs across the five parcels, asking if they are legal (as she received complaints from neighbors about the ‘illegal’ signs. I assured her they are perfectly legal. I explained that Ocean Springs Public Works typically runs a day behind the regular trash collection day; that would be Friday for their lots. My normal route day for that subdivision is Monday. I saved their number and email address and will send weekly updates. Their concern is the illegal dumping from the nearby neighbors, then receiving calls from the same neighbors. 1/10/2023 - Continue to monitor on regular patrol, and revisit on Thursday, when possible, and maintain contact with owner.
 - **1/31/2023** – Continue to monitor. Close
- 3401 Princess Ann – 11/28/2022 Fence without a permit. 12/5/2022 – Sent letter.
 - **12/12/2022** – Owner called and claimed the fence was under \$100, under review.
- 3310 Queen Elizabeth – 1/23/2023 Exterior sanitation, clutter. Could be a clean out, monitor for a week. 1/30/2023 – Property deteriorating, letter to be sent.
 - **1/31/2023** – letter sent.

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.

*The following are combined as they are all in the same small block:

- 1704, 1705 Davis – 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. 8/10/2022 – Documenting and preparing notice of violation letters. 8/19/2022 -Letters sent. 9/9/2022 – Reviewing ownership and proceeding. 9/20/2022 – Sent Final notice 10/10/2022 – Filed Charges. 12/8/2022 – Field review are nearly in compliance. Follow up. 1/4/2023 – Court date, continued. 1/10/2023 - Spoke with owner, he got sidetracked with recent hard freeze causing several of his pipes to burst. He said he would take care of the remaining violations. Follow up on next weeks' patrol.

- **1/27/2023** – These two properties are all that remain non-compliant. Spoke with owner last week and reviewed what needed to be done
- 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.
- 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. Judge issued a continuance and summons for 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. 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.
- 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.

- **1/10/2023** - Still trying to owner's attorney.
- 1206 Nelson - 5/16/2022 -. See previous code report for full run-down.
 - **1/31/2023** - Continue to monitor per court order through 12/7/2023.
- 1805 School - 8/25/2022 - Failure to adhere to approved site plan. DS has spoken to the owners. MDOT issued statement that illegal structure must be removed from their property/right-of-way. 10/4/2022 - Sent letter.
 - **10/7/2022** - Response from owner came in. She had mentioned her attorney. Charges will be filed, and court can sort it out, as it is not a legal matter.
- 522 Washington - 8/25/2022 - Garbage dumpster continuously left at the roadway. Owner has had numerous warnings. Building Official spoke with owner, he is doing some drainage repairs, and will maintain the dumpster in its enclosure once the work is complete. 8/25/2022 - Monitor. 9/28/2022 - Monitoring. 11/15/2022 - Sent final notice.
 - **12/13/2022** - Awaiting permission to file charges.
- 1123 West Cherokee - 11/28/2022 - Fence repair without a permit. 11/30/2022 - sent letter. 12/9/2022 - Owner came into office and said he replaced less than 15'-0" and was well under the \$100 criteria. 12/9/2022 - Documented that approximately 65' of fencing was replaced. Permit is required. Reviewed with Building Official, permit is required. 12/20/2023 - Sent final notice.
 - **1/31/2023** - Charges to be filed.

WARD #3

- 320 Alice - 11/17/2022 - Land work without permits. 11/23/2022 - Sent letter. 12/6/2022 - Charges filed. 12/21/2022 - Unpermitted work continues. 1/11/2023
 - **1/11/2023** - Waiting for court date, continuing to monitor.
- 124 Arbor Vista - 1/10/2022 - Called in report of leaves being dumped into drainage ditch. Spoke with Public Works, while cleaning out ditch, they observed leaves being discarded over the fence into the ditch. Visited property, met with neighbor, documented a clean ditch. Spoke with owner while raking leaves in the front yard. 1/10/2023 - Issued notice of violation hanger. Monitor.
 - **1/26/2023** - Close.
- 431 Bechtel - 3/28/2022 - Opened case.
 - **1/31/2023** - Daily documentation continues.

- 135 Bradford – 11/17/2022 – Exterior Sanitation. 11/21/2022 – Sent letter. 12/6/2022 – Improvements made. Extend.
 - **1/26/2022** – Close.
- 604 Brumbaugh – 11/1/2022 – Exterior Sanitation. 11/3/2022 – Letter sent. 11/23/2022 – Some progress made. Monitor. If progress stops, file charges. 1/10/2023 - Call in report of Christmas lights wrapped around stop sign.
 - **1/26/2023** – Appears as if work has ceased. If no progress is made on this week's patrol, a notice will be issued.
- 116 Colmer – 11/17/2022 Exterior Sanitation. 11/21/2022 – Sent letter. 11/30/2022 – Owner called and requested extension. 12/29/2022 – Follow-up due 12/30.
 - **1/5/2023** – Compliant. Close.
- 602 Dogwood – 9/2/2022 Large pile of garbage/construction debris on property. Travel trailer illegally hooked up to utilities. 9/8/2022 – Sent letter. 9/15/2022 – Trailer unhooked. 9/27/2022 - received call about trailer being re-hooked. If so, file charges. 10/10/2022 – received another call about trailer being re-hooked. 10/11/2022 – appears that charges will need to be filed. 11/23/2022 – dilapidated vehicle onsite in addition to trailer concerns. 11/23/2022 – Sent final notice. 11/29/2022 – Trailer unhooked, monitor. 12/9/2022 – Owner (tenant?) called and said it will remain unhooked and will be gone by the 1st. 12/21/2022 – Trailer remains. 12/28/2022 – Still on site. 1/3/2023 – Still on premises
 - **12/9/2022** – Owner (tenant?) called and said it will remain unhooked and will be gone by the 1st.
 - **1/3/2023** – Filed Charges.
- 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.
- 614 Dogwood – 10/13/2022 Dilapidated vehicle. 10/13/2022 – Sent letter. 11/23/2022 – Conditions remain. Send final notice. 12/13/2022 – Charges to be filed.
 - **1/3/2023** – Charges filed.
- 15 Fleetwood – 9/1/2022 Deck being built without permit. 9/8/2022 – Sent letter. 10/7/2022 – Located Owner information, spoke with owner in North Dakota. Referred me to local management agent. 10/7/2022 – Left message for local agent. 11/9/2022 – Called and left message for local agent. 12/5/2022 - No response from local agent. Charges to be filed against owner.

- **12/12/2022** – Attempted to reach local agent, left message for Mr. Condry without response, hoping to avoid litigation. Charges to be filed against owner.
- 132 Holcomb – 9/19/2022 Multiple violations, including an RV illegally parked in the roadway. 9/20/2022 – Sent letter. 11/23/2023 – Sent final notice.
 - **12/6/2022** – Filed Charges.
- 236 Holcomb – 12/27/2022 Roof without a permit. 12/27/2023 – Sent letter.
 - **1/31/2023** – No permit has been applied for, charges to be filed.
- 119 Linda – 12/27/2022 Exterior Sanitation
 - **12/27/2022** – Letter sent.
- 121 Linda – 12/8/2022 Dilapidated vehicle in street. Police matter. 12/15/2022 – Letter sent. 12/20/2022 – Owner's son called requested extension since parts are not in yet. Granted through 1st.
 - **1/24/2023** – Owner's son called and said the tenant has the parts in, and will be moving the nuisance vehicle soon.
- 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
- 503 Seymour – 11/17/2022 Exterior Sanitation. 11/21/2022 – Sent letter
 - **12/1/2022** – Filed charges.
- *parcel* S Railroad - 3/23/2022 Parcel: 60120130.000. No address for property. Exterior sanitation/clutter. 3/25/2022 -Sent letter. 4/4/2022 – conditions remain. 4/7/2022 – Sent 2nd letter. 4/11/2022 - Some progress has been made. Request was made to give them a week. Follow-up scheduled for 4/18/2022. 4/18/2022 – Everything looked to be in order except the remaining vehicle. 4/18/2022 – 2nd letter was returned, looking to find alternate address, or will resend. 4/18/2022 – Follow-up due 4/28. 5/2/2022 – Car is gone, property is coming into compliance. 5/6/2022 - Spoke with property owner in Tacoma, she is VERY upset that homeless have made an encampment on the property. She is trying to locate reputable contractors in our area to clear out the brush as a deterrent for them to stay there. 5/31/2022 - Owner has been as diligent as possible bringing her property into compliance. Homeless that were living there have been vacated, and all of the trash she left is at the road for pick up. I expect this property to be compliant after PW makes their weekly pick-up. 6/9/2022 - Owner was told the property had been cleaned. She was sent a fraudulent photo. Upon inspection, I alerted her that it is in worse condition than before. It appears the apartments next door are dumping

items onto her property. She is looking into a camera system, and a more reliable/honest cleanup crew. I have no reason to believe that she isn't 100% committed to bringing this property into compliance. 6/28/2022 - - In constant contact with owner, she is working through family to bring property into compliance. Police have been called on multiple occasions to remove vagrants from premises. Additionally, the neighboring apartments have begun dumping their garbage, construction debris and other items on the property. 7/13/2022 - Spoke with owner of apartment next door. He admitted to illegally dumping on site but stated that all of the illegal dumping onto this property that was done by people at the apartments was in front and was in no way related to the other illegal dumping on-site. I tried to reach the parcel owner this morning. I will continue to reach out to her. 7/23/2022 - Spoke with owner in Washington. She is actively looking for a reliable person to clean and care for the property until she can come down here. 8/1/2022 - Owner has hired someone to work on the property. Continue to Monitor. 8/4/2022 - Massive amount of cleanup has been going on. Some illegal dumping has continued, but the property is nearly compliant (sanitation-wise). I will maintain contact with the owner and continue to monitor. 8/26/2022 - - Spoke with owner in Washington to update her. She was unaware of the recent rains down here. I told her that it still looks the same in the back, but there was some illegal dumping on her property again. She said she will reach out to the gentleman that did the work for her before about a timetable for him to complete the cleanup.

- **1/5/2023** - Appears as if vagrants are returning and making a mess, as well as dumping from apartments next door.
- 124 Stennis - 12/27/2022 Work done without a permit. 1/4/2023 - Issued a Stop Work, posted on property. 1/19/2023 - Stop Work was removed.
 - **1/24/2023** - No permits have been issued, file charges

WARD #4

- 2752 Bienville - 1/9/2023 Eternal Expressions Tattoo. Called in report of dog mess on sidewalk, parking lot and inside of the business.
 - **1/10/2023** - Visited business, no mess was noted neither outside nor inside the establishment. Also, there was no animal observed while onsite. I expressed the concerns with the owner. He said he would be more vigilant about letting his dog go to a grassy area behind the business. Close.
- 2910 Bienville - 12/13/2022 Tidal Wave Car Wash. Excessive number of feather flags. - 12/15/2022 - Letter sent. 1/3/2023 - Charges filed.
 - **1/31/2023** - Owner called and reviewed the issues with me. He said he will rectify them before his plea date. Monitor.

- 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.
- 105 Burton – 11/16/2022 Dilapidated vehicles. 11/21/2022 – Sent letter.
 - **12/12/2022** – Charges to be filed.
- 2700 Catherine – 10/10/2022 Fence without a permit. 10/10/2022 – Sent letter. 11/30/2022 – Sent final notice.
 - **12/13/2022** – Charges to be filed.
- 2701 Catherine – 11/1/2022 Fence without a permit. 11/30/2022 – Sent letter. 11/30/2022 – Sent final notice.
 - **12/13/2022** – Charges to be filed.
- 2713 Catherine – 12/15/2022 Roof without a permit. 12/15/2022 – Sent letter.
 - **12/29/2022** – Charges to be filed.
- 411 Holcomb – 9/12/2022 Slab without a permit. 9/13/2022 – Sent letter
 - **12/6/2022** – Charges filed.
- 104 Hunter – 11/16/2022 Exterior Sanitation. 11/23/2022 – Sent letter.
 - **12/1/2022** – Filed Charges.
- 126 Lafayette – 8/11/2022 Fence without permit. Zoning conflict with height and setback. 8/11/2022 – Sent letter. 8/29/2022 – Spoke with Planning, owner has applied for a right to encroach. 12/12/2022 - Spoke with Planning, owner has NOT applied for a right to encroach, she took an application but has not submitted it.
 - **1/3/2023** – Charges filed.
- 100 Pecan Park -10/14/2021 Verified that grass is high. But is not currently a code violation. 10/25/2021 high grass, weeds. Dilapidated vehicle on blocks. Photos taken. 10/27/2021 Letter to be mailed. 11/09/2021 Lawn cut; dilapidated vehicle remains. Property appears vacant. 11/30/2021 Letter returned. No utilities to property, dilapidated vehicle remains. Property is vacant. 12/20/2021 Search for owner remains. Property is vacant. 1/10/2022 Sent letter to (deceased) owner's mother for a possible lead to a responsible party. 1/20/2022 - Received email from (deceased) owner's daughter. The property is currently tied up in litigation. Nothing can be done at this time. 8/8/2022 – Reached out to (deceased) owner's daughter regarding the conditions of the property. Suggesting that she petition the court to allow property maintenance. 8/11/2022 - Received response from daughter, she had me check the property today. It was mowed. The property is still in litigation.
 - **8/19/2022** – Property was cut. Vehicle remains. The property is still in litigation.

- 104 Tandy – 1/23/2023 Online submission. Reports of roofing without a permit, A/C replacement without permit. House unlivable after a fire.
 - **1/25/2023** – Met with owner and inspected premises. Nothing from the submission was factual. 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 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.
- 2717 Walton – 12/20/2022 Called in report of unlicensed vehicles, trash everywhere, rats and junk. Immediately made a drive-by. 12/20/2022 – Sent letter. 12/27/2022 – improvement made. 1/5/2023 – Most vehicles gone.
 - **1/26/2023** – Compliant. Close.

WARD #5

- 3419 Bienville
- 3421 Bienville
- 3425 Bienville
- 3427 Bienville
- 3502 Groveland
 - Parcels: 60127330.060, 60127450.000, 60127460.000, 60127470.000, 60127480.000, 60127480.000, 60127490.000, 60127491.000, 60127491.050

- **7/19/2022** – Twin Pines Motel and Trailer Park. Spoke with manager, performed thorough initial investigation, with documentative photos. Unsafe structures, abandoned/dilapidated buildings, exterior sanitation, rodent harborage, unlicensed vehicles, dilapidated vehicles, overall untidiness and deplorable conditions, and concerns of public safety. 7/20/2022 – Sent letter to owner, included reference map. 7/29/2022 – Everything is completely unchanged; Sent 2nd notice of violation. 7/29/2022 – Sent final notice to owner. 7/29/2022 – Sent final notice to owner. 8/12/2022 – Filed charges against owner. 9/28/2022 - Owner is avoiding being served and the OS warrants officer. 11/30/2022 - Owner is continuing to avoid being served by the Ocean Springs warrants officer. While at court today, I will be reaching out to the City Prosecutor to have a warrant issued for his arrest. 12/29/2022 - Owner is continuing to dump trash (tires) on city property. Concerned citizen emailed in photos.
- **1/30/2023** – Owner called and said that he sold the property. The current owner is making changes to bring the property into compliance. I am unsure of the former owner's liability and if there will be charges for avoidance of service. I will meet with prosecutor, and update next report
- 3521 Government - 4/20/2022 Exterior sanitation, high grass and weeds. Overgrown vegetation, clutter, and overall untidiness of the premises. 4/20/2022 – Sent letter. 4/24/2022 – Letter returned. 5/12/2022 – Search for address for owner is ongoing. 5/20/2022 – Found alternate address, letter sent. 5/25/2022 – 2nd letter resent. Reaching out to other agencies to see if there is another owner or address that I cannot access. 6/3/2022 – Reached out to Jackson County for information about the owner. 6/15/2022 - Received call from Jackson County with updated address information. Will reach out to the owner via letter (and will include reference to the first two letters). 7/7/2022 – Letter Sent. 7/20/2022 – Final notice sent. 8/1/2022 – Charges filed. 8/1/2022 – Spoke with owner, he said he would handle it. 8/8/2022 – Property bush hogged. 8/24/2022 - Property is in process of being completely cleared. Extension given.
 - **11/23/2022** – Property is in process of being cleared, albeit slowly. Given the scope of work being done, extension is given.
- 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.
 - **12/28/2022** – Continuing to monitor.
- 9400 Ocean Springs - 11/28/2022 Exterior Sanitation, pallets, appliances. 11/30/2022 – Sent letter. 1/3/2023 - Improvements made. Most items moved to back. Monitor
 - **1/31/2023** – Property conditions reverted to a worse condition than initially noted. Charges to be filed.

- 3829 Versailles – 10/12/2022 Exterior Sanitation, not enough to be flagged, but documenting given the property's history. 11/16/2022 – Property is in violation, send letter. 11/21/2022 – Sent letter. 12/1/2022 – Filed Charges. Documentation will continue. 1/18/2023 – Took documentation photos. 1/23/2023 – Received Photos and video from Alderman. 1/24/2023 – Received photos and videos from neighbor. Photos and videos depict live rats on site and in the owner's vehicle. These submissions raise serious sanitation concerns beyond the charges filed. 1/25/2023 – Made inspection while on patrol. 1/25/2023 – Received complaint from HOA president about inoperable vehicles filled with trash and vermin. 1/25/2023 – Met with City Prosecutor to review case file, history, and options moving forward. 1/27/2023 – Neighbor called in anonymous report. Concerns of rats, smell, conditions, and said owner fed their dogs rotten hot dogs and made them sick took them to the vet. I will get with Prosecutor before court about this on Wednesday.
 - **1/30/2023** – Another neighbor called in a complaint about trash and garbage, stench, and rats.

WARD #6

- 4121 Bienville – 7/19/2022 Live Oak Landing Trailer Park. Multiple concerns and violations, including excessive and overgrown vegetation, unlicensed vehicles, dilapidated vehicles, trailers left in the roadway, boat left in the roadway, exterior sanitation, dilapidated structures, unsafe structures, exterior sanitation, tires, can concerns of rodent harborage. Patrolled and documented 7/5/2022, 7/12/2022 and 7/19/2022. 7/19/2022 – Sent letter to owner. 7/26/2022 – Made follow up inspection. Updated the violations list and sent 2nd letter to owner. 8/2/2022 - Regular patrol date, work has begun to remedy the violation issues. 8/8/2022 – Continued improvement on some, some new violations under the same umbrella. 8/8/2022- Sent final notice to owner.
 - **8/18/2022** – Awaiting permission to file charges.
- 4142 Bienville – 11/14/2022 Abandoned house, trash. Exterior sanitation. No water service since August. 11/17/2022 – Roll-off on site. 11/28/2022 – Roll-off gone. 12/2/2022 – Work has stopped, trash is everywhere. Letter sent. 12/7/2022 – Letter returned. 12/7/2022 – Resent letter to alternate location. 12/22/2022 - People on-site appear to be working.
 - **1/3/2023** – Charges filed.
- 36 Davis Bayou – 11/16/2022 Call in report of excessive clutter and sanitation. 11/16/2022 – Verified on patrol. 11/21/2022 – Sent letter.
 - **12/2/2022** – Filed Charges.
- 1322 Glacier – 1/24/2023 Roof without a permit.
 - **1/24/2022** – Issued Stop Work.

- 101 Grand Teton – 10/3/2022 High grass, exterior sanitation. 10/10/2022 – Sent letter. 11/30/2022 – Charges to be filed.
 - **12/2/2022** – Charges filed.
- 4100 Groveland – 1/24/2023 Six-foot chain link fence added without a permit.
 - **1/24/2022** – Letter to be 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.
- 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.
- 3706 Springwood – 1/24/2022 Fence without a permit. 1/24/2023 – verified with office.
 - **1/31/2022** – Letter to be sent.
- 3004 Trentwood – 11/15/2022 Exterior Sanitation. 11/21/2022 – Sent letter. 12/22/2023 – Charges filed. 1/26/2023 – Spoke with owner, he said it will be corrected before next week's plea date.
 - **1/30/2022** – Property compliant. Close. Charges to be dropped.
- 412 Woodward – 11/15/2022 Exterior Sanitation (blocks). 11/21/2022 – Sent letter. 11/29/2022 – Conditions remain. 12/12/2022 – Charges to be filed.
 - **1/9/2023** – Blocks gone, close.
- 506 Woodward – 11/29/2022 Dilapidated vehicle in street. 11/30/2022 – Letter to be sent. 12/5/2022 – Letter sent. 1/5/2023 – Charges filed.
 - **1/31/2023** – Vehicle is off the street. Close. Charges to be dropped.
- 3901 Yosemite – 11/28/2022 Fence without a permit. 11/30/2022 – Sent letter. 12/12/2022 – Permit under review.
 - **1/31/2022** – Permit approved. Close.

- 3902 Yosemite – 10/18/2022 Siding without a permit. 11/9/2022 – Sent letter.
12/29/2022 – Charged to be filed.
 - **1/4/2022** – Charges filed.
- 4107 Yosemite – 9/8/2022 roof without a permit. 9/8/2022 – Sent letter.
9/28/2022 – Sent 2nd letter.
 - **10/10/2022** – Filed Charges.
- 4202 Yosemite – 11/29/2022 Exterior Sanitation. 11/30/2022 – Sent letter
12/5/2022 – Sent final letter.
 - **1/5/2023** – Filed Charges.





Kenny Holloway
Bobby Cox
Jennifer Burgess
Rickey Authement

Mayor
Alderman at Large
Alderman Ward 1
Alderman Ward 2

Kevin Wade
Ken Papania
Robert Blackman
Michael Impey, II

Alderman Ward 3
Alderman Ward 4
Alderman Ward 5
Alderman Ward 6



228.875.4236 | www.oceansprings-ms.gov

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

**From: Darrell Stringfellow
Building Official**

Date: January 30, 2023

Re: Tree Applications through January 27, 2023

Dear Mayor and Board:

Please find attached the tree applications and Building Official suggestions for review and comment. This report is updated bi-monthly.

- 1) 403 Jackson Ave
- 2) 3252 Nottingham
- 3) 1109 Iola Rd
- 4) 209 Front Beach
- 5) 610 Dogwood Rd
- 6) Desoto St. PID# 60119468.000 (between 1105 & 1111)

EXHIBIT # 8-m

Tree Application Report
Findings from the review of applications and site visits

1) Application for 1415 Diller Rd

Owner: Kerri Cambre

Request: Remove 1 Cedar tree in driveway.

Building Official Finding:

Recommend APPROVING removal of Cedar tree. Tree would prevent being able to enter back of home due to distance between home & property line.

2) Application for 3252 Nottingham

Owner: Melodie Clement

Request: Cut roots to Oak tree in front yard that are causing driveway to buckle, causing a trip hazard. ALSO request to remove 1 Magnolia tree in back yard because root system is under house causing plumbing issues. Window is shifting due to foundation shift because of roots.

Building Official Finding:

Recommend APPROVING root cut of Live Oak to prevent further damage to driveway. Also recommend APPROVING removal of Magnolia tree that was planted too close to home & roots are causing damage to home & foundation.

3) Application for 1109 Iola Rd

Owner: Lars Larsen

Request: Remove 1 Magnolia tree that is very close to my house, next to the patio. The roots are messing up the patio & are a trip hazard in the yard. The roots are heading toward my AC unit and house foundation.

Building Official Finding:

Recommend APPROVING removal of Magnolia. Tree is close to home and roots are lifting the covered patio area.

4) Application for 209 Front Beach

Owner: John Raff

Request: Remove 2 Live Oak trees on the North side of the house, based on the arborist's report.

Building Official Finding:

Recommend APPROVING removal of both Live Oak trees based on the arborist report from 11/01/2022.

5) Application for 610 Dogwood Rd

Owner: Mary Fountain

Request: Remove all Live Oak limbs above roof & detached structures. The homeowner was given 30 days to be in compliance by insurance company.

Building Official Finding:

Recommend APPROVING trimming of Live Oak limbs within 8ft of roof. No more than 20% trim and removal of deadwood. Other trees are no protected.

6) Application for Desoto St. PID # 60119468.000 (in front of 1111)

Owner: Wall Holdings, LLC

Request: Removal of 1 Live Oak tree. This is a vacant lot to be developed, but this Live Oak and several non-protected trees need to be removed to allow this development, as they are within the footprint of the future structure.

Building Official Finding:

Recommend APPROVING removal of Live Oak. Tree is in the footprint of the future building. This removal is based on approval of building on this site. All other trees are not protected.

OK

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: 1/13/2023

Address/Location of Work to be Performed: 403 JACKSON AVE.

Applicant Information:

Name: CRAIG SMITH Email: SMITH3272727@GMAIL.COM

Phone: 327-2727 Alt Phone: _____

Owner Information (if different than applicant):

Name: KARL CAMBRE Email: _____

Phone: 324-4177 Alt Phone: _____

Tree Contractor Information (if applicable):

Name: _____ Email: _____

Phone: _____ Alt Phone: _____

Description of work or alteration to be performed: REMOVE CEDAR TREE
IN DRIVEWAY

Recommend Approving Removal of Cedar Tree.
Tree would prevent Being Able to enter BACK
of Home due to Distance Between Home and
property Line

Danell Smith 1/27/23

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)

I, the undersigned applicant, affirm that the foregoing information is true and accurate. I will have the full authority over the tree removal and/or tree alteration as described. I also acknowledge that, by submitting this application to the Tree Protection Committee, I do hereby authorize any agent of said committee to visit the location listed above as he or she deems necessary to make an informed decision regarding my application. **It is my responsibility to contact the Building Department for the decision that was made regarding the application.**

Applicant Signature  1/13/2023 (Date)

Office Use Only:

Building Official Findings:

MAYOR AND BOARD OF ALDERMEN AGENDA DATE: _____

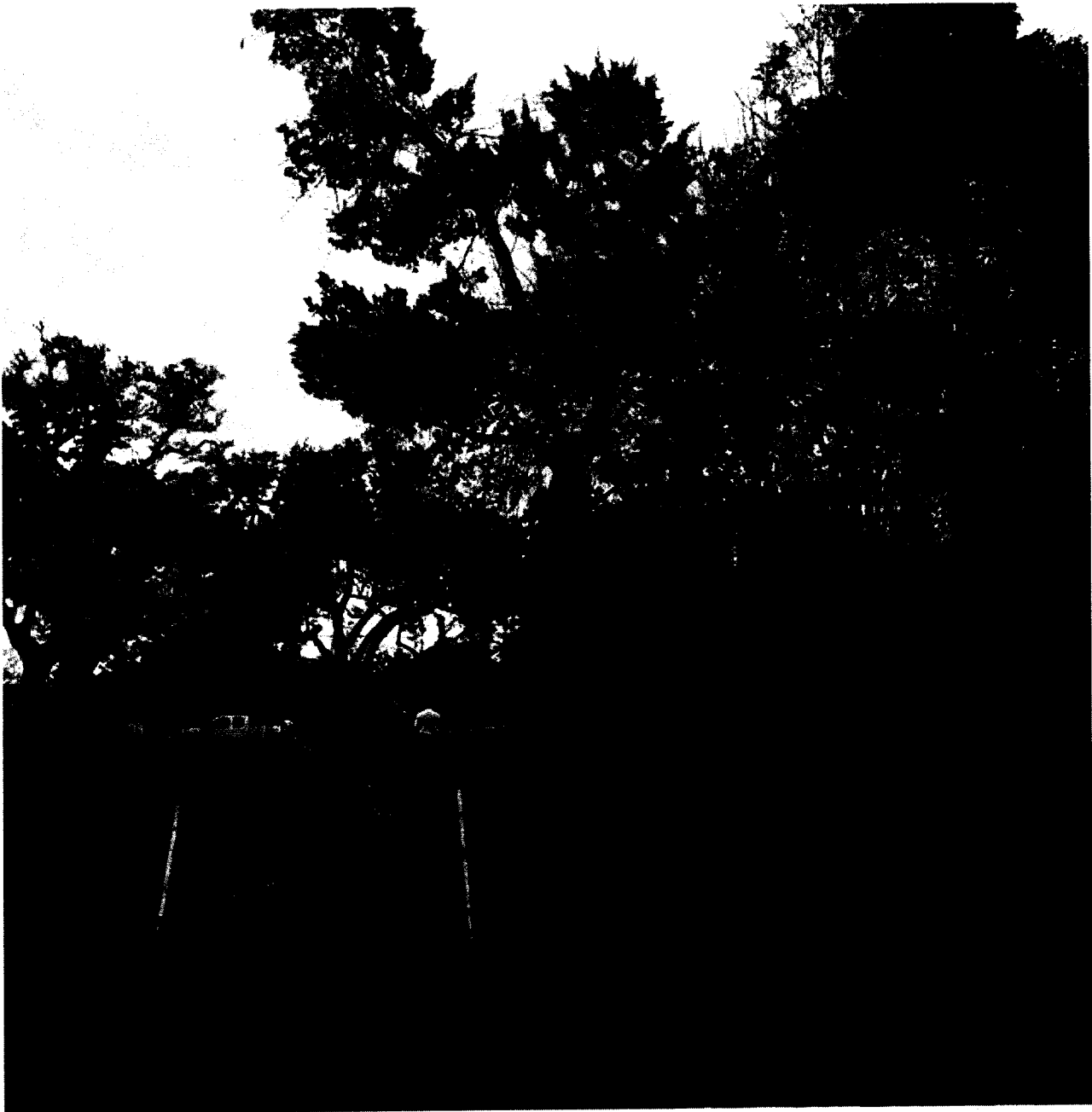
403 jackson

Amanda Herren <amandaherren@gmail.com>

Wed 1/18/2023 9:38 AM

To: Amanda Lemaire <alemaire@oceansprings-ms.gov>







Sent from my iPhone

**APPLICATION FOR PERMIT
TREE REMOVAL/MAINTENANCE**

City of Ocean Springs Building Department
1018 Porter Avenue, Ocean Springs, MS 39564
228-875-6712 (Phone) 228-872-5427 (Fax)

Application is hereby made to the City of Ocean Springs, MS for official permission for tree removal and/or tree maintenance within the City limits. Application is being submitted in accordance with the guidelines defined in Section 4.11 of the City Unified Development Code effective April 26, 2019.

Application Date: 1-24-2023

Address/Location of Work to be Performed: 3252 Nottingham Rd.

Applicant Information:

Name: Melodie Clement Email: jadeakelia@hotmail.com

Phone: 228-238-9454 Alt Phone: 251-404-8042

Owner Information (if different than applicant):

Name: Stephen Clement Email: sw.clement@yahoo.com

Phone: 251-404-8042 Alt Phone: 228-238-9454

Tree Contractor Information (if applicable):

Name: McClain's Email: _____

Phone: 228-219-6149 Alt Phone: _____

Description of work or alteration to be performed: Cut roots to oak tree in front yard that are causing driveway to buckle causing a trip hazard. Removal of magnolia in back yard because root system is under house causing plumbing issues and window is shifting due to foundation shift because of roots.

Check the following boxes indicating the information for each has been provided and/or adhered to:

☐ Site Plan for Reference (the site plan must depict where the trees are in relation to the structure(s) and street/driveway)

☐ The trees referenced in this application have been identified with ribbon (supplied by the City of Ocean Springs Building Department upon request)

☐ Picture(s) for Reference (All pictures must depict trees already marked with ribbon; if tree is not marked, it will be inelligible for TPC consideration)

**APPLICATION FOR PERMIT
TREE REMOVAL/MAINTENANCE**

I, the undersigned applicant, affirm that the foregoing information is true and accurate. I will have the full authority over the tree removal and/or tree alteration as described. I also acknowledge that, by submitting this application to the Tree Protection Committee, I do hereby authorize any agent of said committee to visit the location listed above as he or she deems necessary to make an informed decision regarding my application. **It is my responsibility to contact the Building Department for the decision that was made regarding the application.**

Melodie Clement
Applicant Signature

1/24/2023
(Date)

Office Use Only:

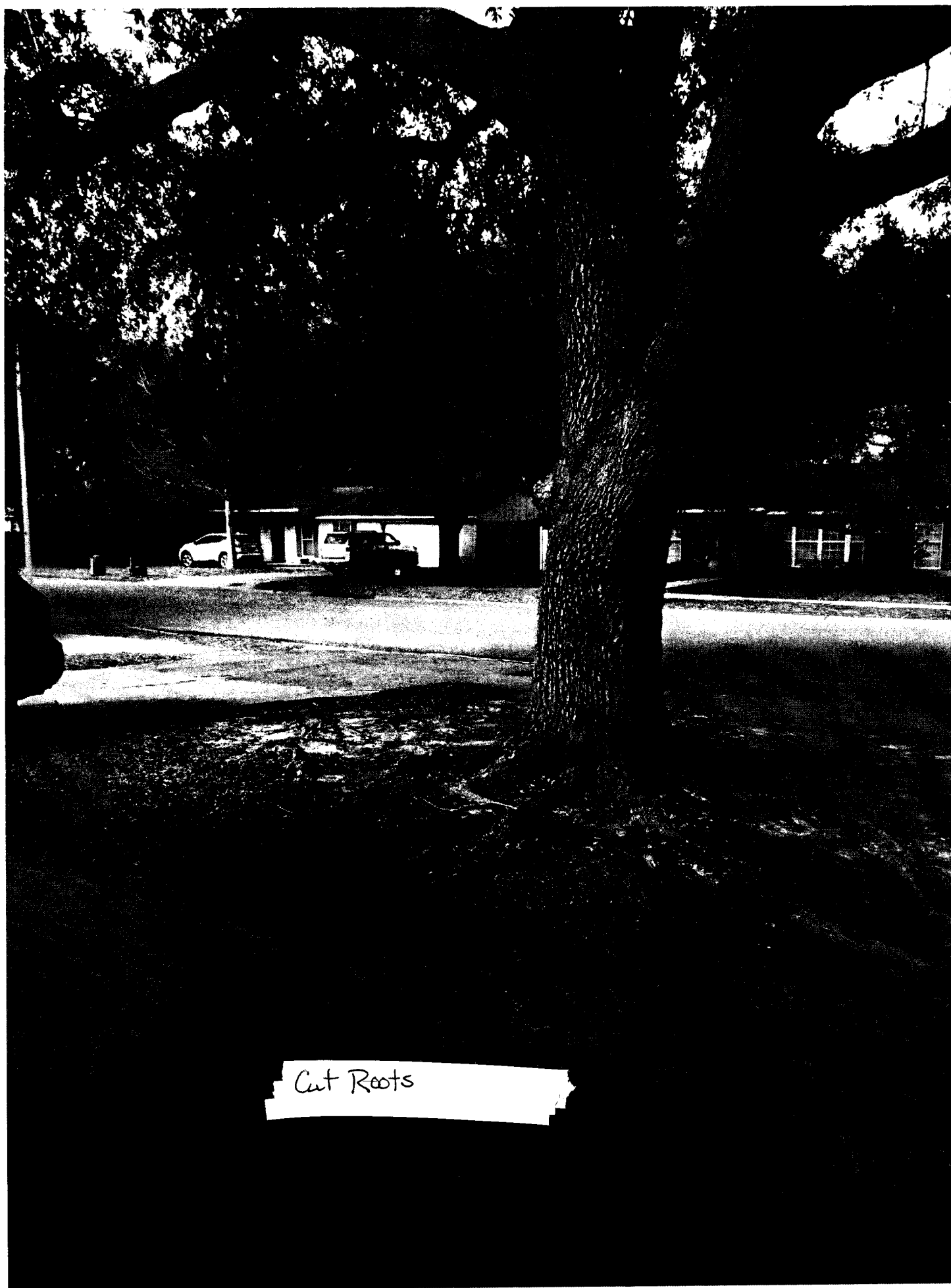
Building Official Findings:

Recommend Approving Root Cut of Live Oak
to prevent further damage to driveway.
Recommend Approving Removal of Magnolia Tree,
Tree was planted too close to home and roots
are causing damage to home and foundation

Danell J. Jell

1/30/23

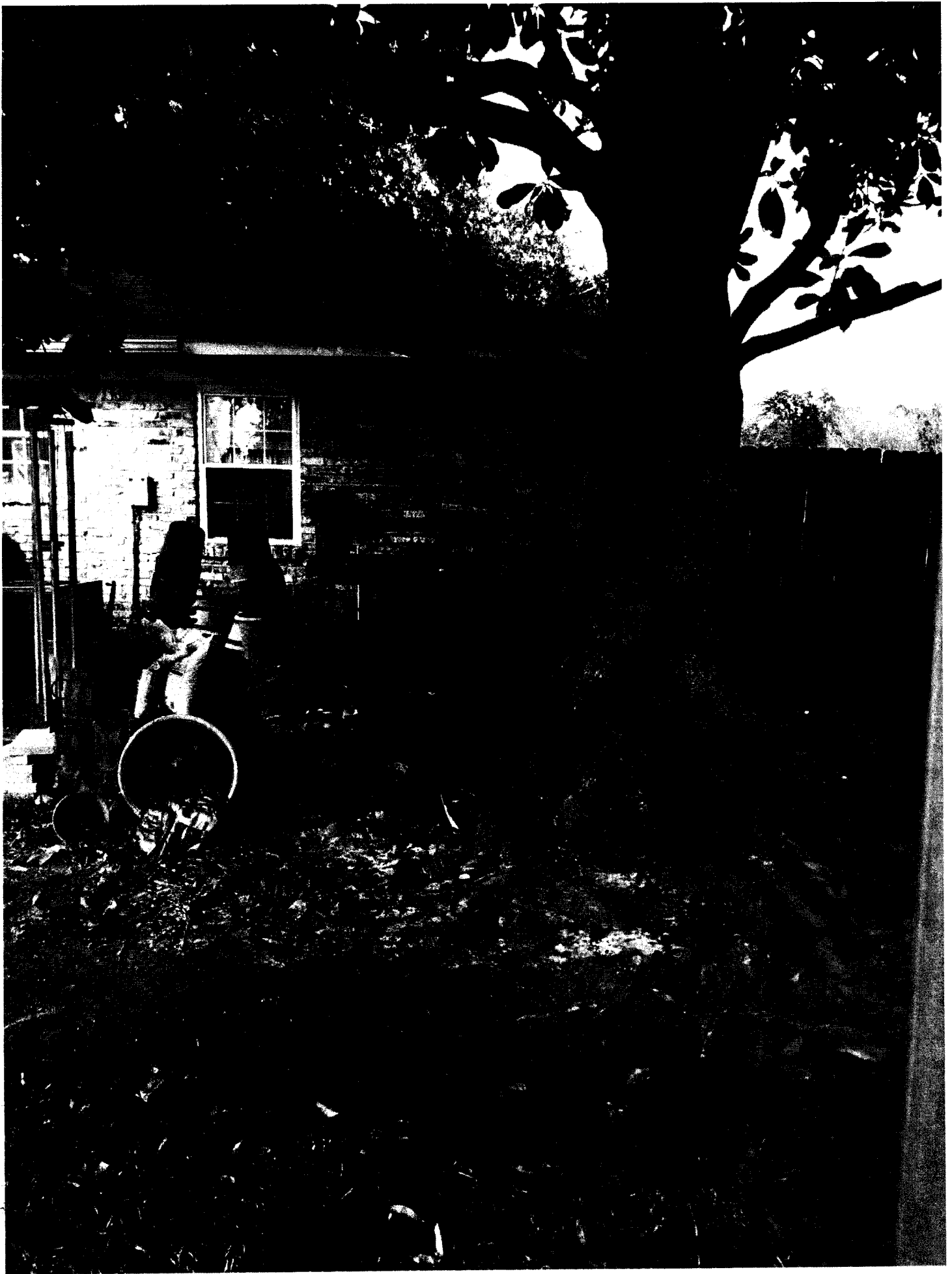
MAYOR AND BOARD OF ALDERMEN AGENDA DATE: _____



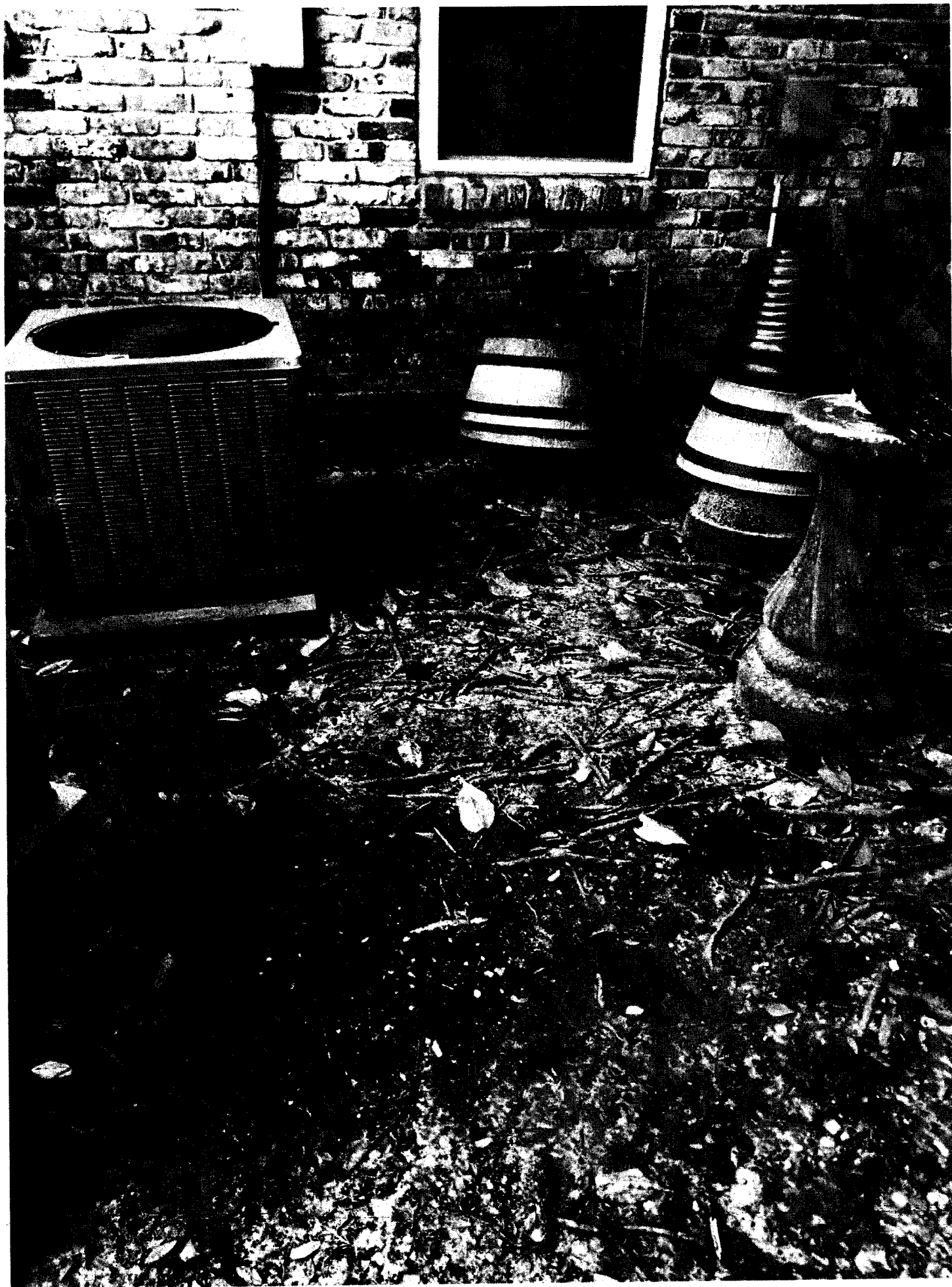
Cut Roots





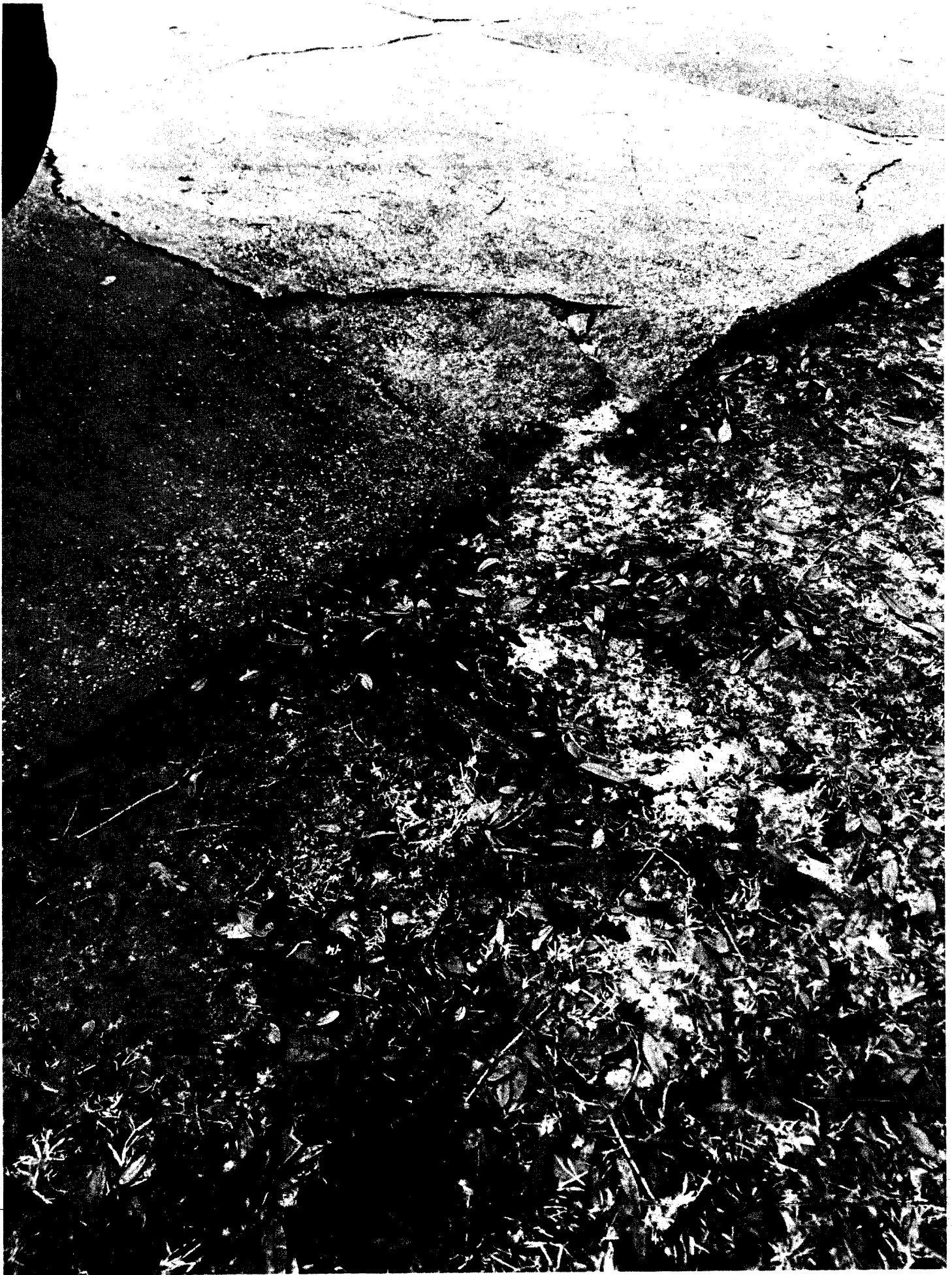






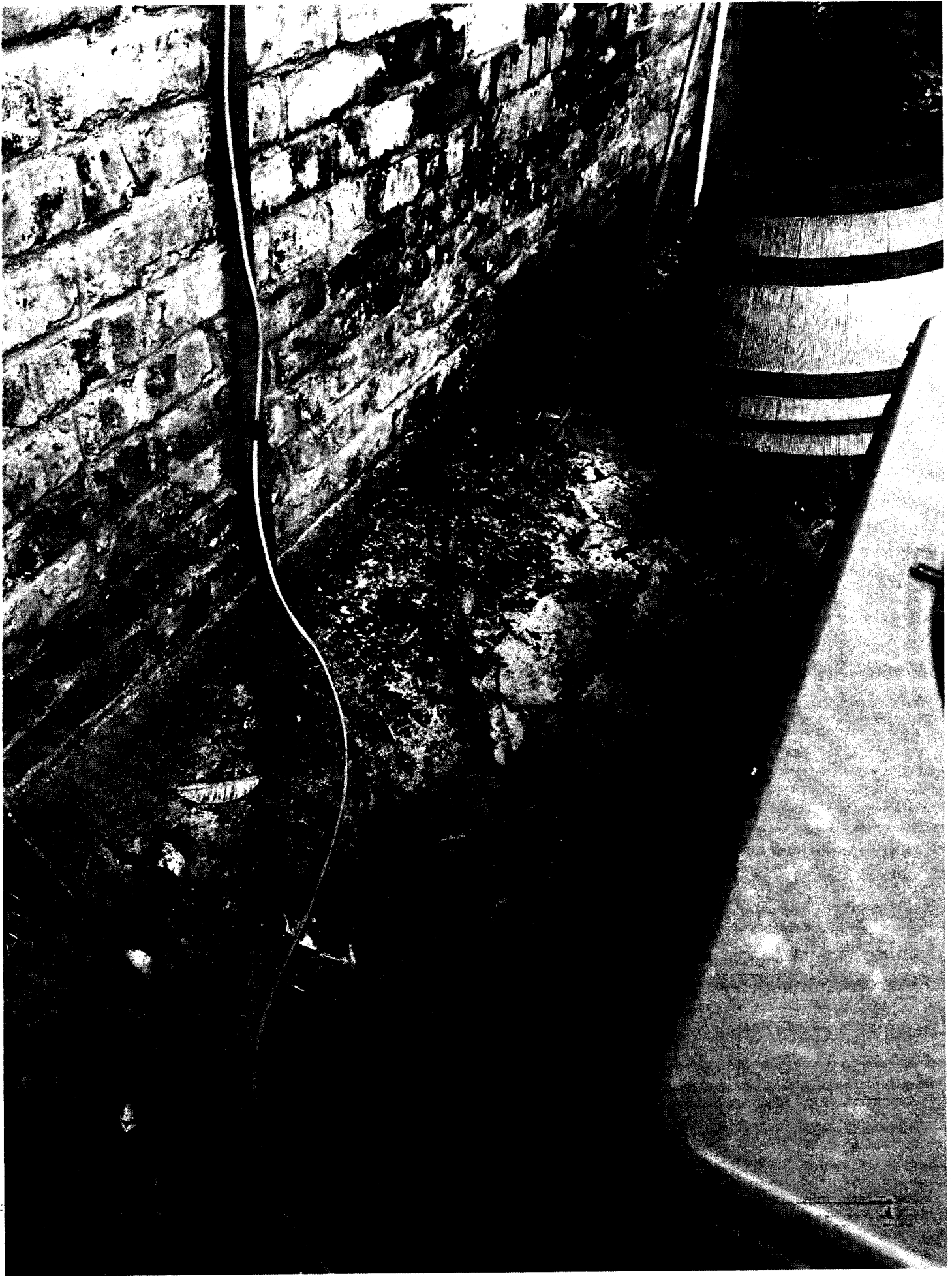














APPLICATION FOR PERMIT
TREE REMOVAL/MAINTENANCE

OK

City of Ocean Springs Building Department
1018 Porter Avenue, Ocean Springs, MS 39564
228-875-6712 (Phone) 228-872-5427 (Fax)

2023 28 2023

Application is hereby made to the City of Ocean Springs, MS for official permission for tree removal and/or tree maintenance within the City limits. Application is being submitted in accordance with the guidelines defined in Section 4.11 of the City Unified Development Code effective April 26, 2019.

Application Date: 1-26-23

Address/Location of Work to be Performed: 1109 Iola Rd, Ocean Springs

Applicant Information:

Name: Lars Larsen Email: Lerik Larsen @ Protonmail.com

Phone: 214-476-6519 Alt Phone: _____

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: I would like to remove a tree that is very close to my house and next to the patio. The roots are messing up the patio and are a trip hazard in the yard. The roots are heading toward my AC unit and house foundation.

Recommended Approving Removal of Magnolia.
Tree is close to Home, And Roots Are Lifting
The Covered Patio Area

Danell Spivey 1/27/23

Check the following boxes indicating the information for each has been provided and/or adhered to:

☒ Site Plan for Reference (the site plan must depict where the trees are in relation to the structure(s) and street/driveway)

☒ The trees referenced in this application have been identified with ribbon (supplied by the City of Ocean Springs Building Department upon request)

☒ Picture(s) for Reference (All pictures must depict trees already marked with ribbon; if tree is not marked, it will be inelligible for TPC consideration)

APPLICATION FOR PERMIT TREE REMOVAL/MAINTENANCE

I, the undersigned applicant, affirm that the foregoing information is true and accurate. I will have the full authority over the tree removal and/or tree alteration as described. I also acknowledge that, by submitting this application to the Tree Protection Committee, I do hereby authorize any agent of said committee to visit the location listed above as he or she deems necessary to make an informed decision regarding my application. **It is my responsibility to contact the Building Department for the decision that was made regarding the application.**

Lars Larsen
Applicant Signature

1-26-23
(Date)

Office Use:
Building Dept. Findings:

MAYOR AND BOARD OF CITY ENGINEERS APPROVE:



104 RD

1109

Tree

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: 1-26-2023

Address/Location of Work to be Performed: 209 Front Beach

Applicant Information:

Name: Todd Lipps Email: todd.gci@yahoo.com

Phone: 228 369-5521 Alt Phone: _____

Owner Information (if different than applicant):

Name: John Raff Email: _____

Phone: 228-297-9212 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 two live oaks on the north side of the house

• Based on the arborists report (See Attachment)

Recommend Approving Removal of Both Live Oaks Based on the Arborist Report From November 1, 2022

Daniel S. Jelen 1/27/23

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)

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.**

Joel Lynn
Applicant Signature

(Date)

Office Use Only:

Building Official Findings:

MAYOR AND BOARD OF ALDERMEN AGENDA DATE: _____

City of Ocean Springs
Tree Removal Site Assessment

Owner: Debra Littlepage
Client: Debra Littlepage – 228-239-0067
Address: 209 Front Beach Dr. – GISID 797.25-01-0024.00
Request: Remove a two Live Oaks to complete building a new house

Inspection Date: November 1, 2022

Inspector: Eric Nolan, Arborist

Assessment: I originally did an assessment of the trees in 2019, see attached. I recommended removing the western tree at that time because it was hollow and a hazard to the site at that time. Because of the necessary location of the foundation the trees have had some root loss and are dying. These trees have many hollow branch attachments and are a hazard to the property at this time. There are also active termites and boring activity in both of these trees.

Recommendation: I recommend removing the two trees to complete the build of the new house and reduce future liability from dead trees adjacent to the house and overhanging the house and property.

Northern Tree – Hollow and hazardous



City of Ocean Springs
Tree Removal Site Assessment

Previous
Assessment

Owner: Bosco, Julius Sr.
Client: Debra Littlepage – 228-239-0067
Address: 209 Front Beach Dr. – GISID 797.25-01-0024.00
Request: Remove a two Live Oaks to build a new house

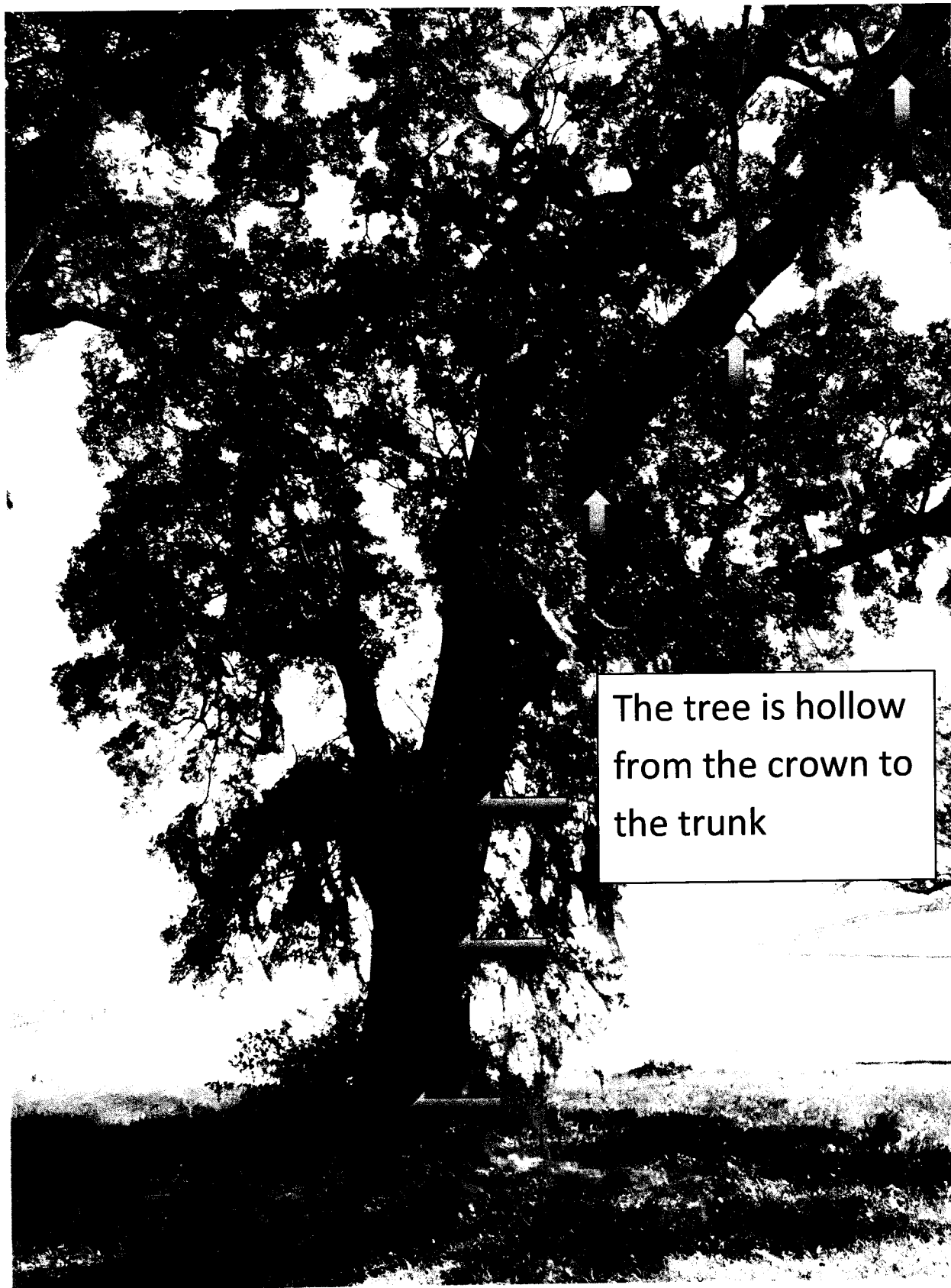
Inspection Date: May 16, 2019

Inspector: Eric Nolan

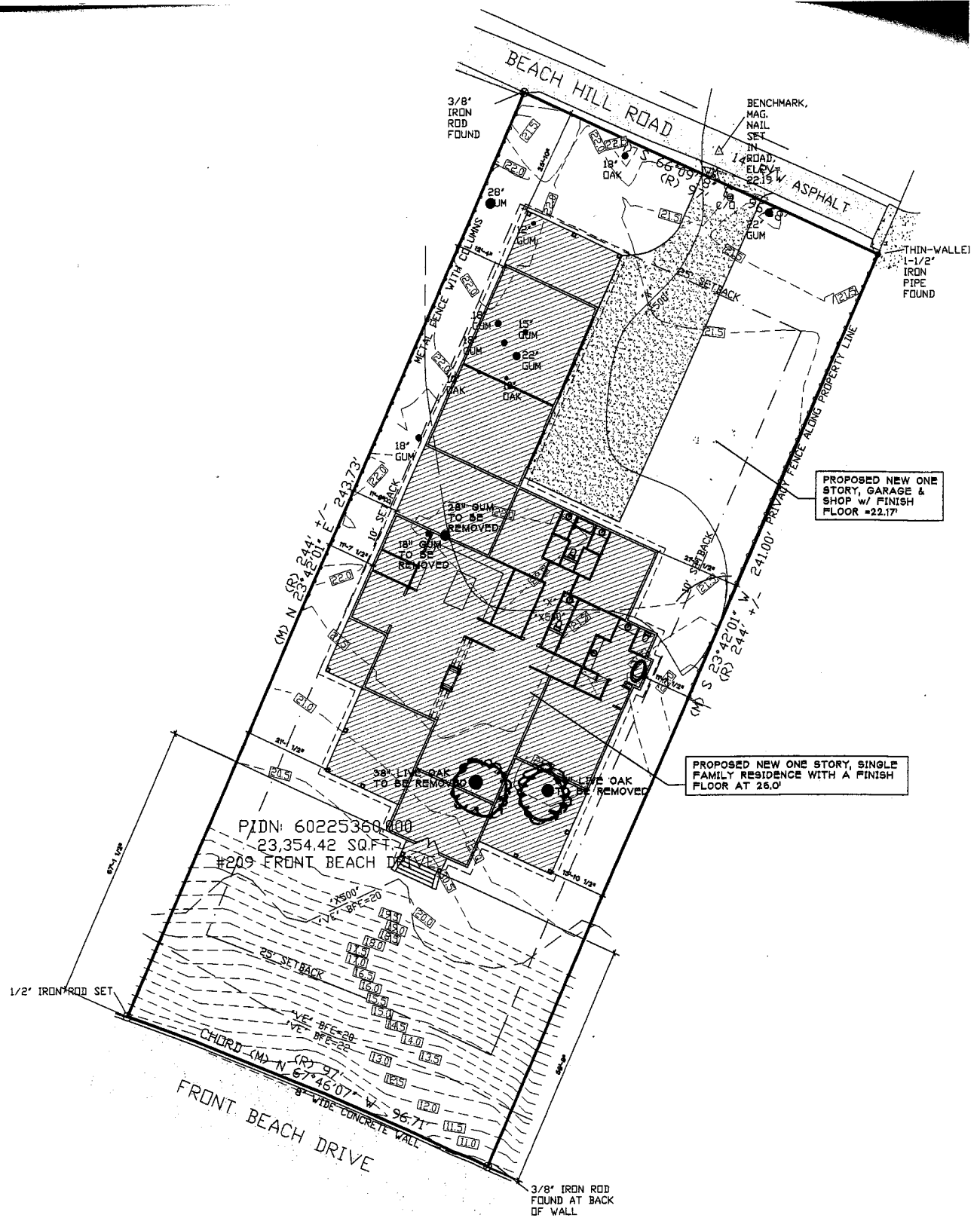
Assessment: This lot has an absolutely beautiful view of the beach, water, and coast but the largest of the two trees requested for removal has a hollow trunk and is a hazard to the site now. The smaller Live Oak on the north side of the lot hinders the placement of the new house because of its lean to the southeast into the lot. The large Live Oak on the Southeast corner of the lot is to remain.

Recommendation: I recommend removing the trees to build a new house.





The tree is hollow
from the crown to
the trunk



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: 1/27/2023

Address/Location of Work to be Performed: 610 Dogwood Rd

Applicant Information:

Name: Wally Fintan Email: _____

Phone: _____ Alt Phone: _____

Owner Information (if different than applicant):

Name: Wally Fintan Email: _____

Phone: _____ Alt Phone: _____

Tree Contractor Information (if applicable):

Name: _____ Email: _____

Phone: _____ Alt Phone: _____

Description of work or alteration to be performed:

Requesting to remove all limbs above roof and detached structures.

The trees in question are live oaks. However, we were given 30 days to be in compliance.

See Attached Email

Recommend Approving ~~Removal~~ Trimming of Live OAK Limbs within 8Ft of Roof. No more than 20% Trim and Removal of Deadwood, other Trees are Not protected.

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)

Danell [Signature] 1/27/23

I, the undersigned applicant, affirm that the foregoing information is true and accurate. I will have the full authority over the tree removal and/or tree alteration as described. I also acknowledge that, by submitting this application to the Tree Protection Committee, I do hereby authorize any agent of said committee to visit the location listed above as he or she deems necessary to make an informed decision regarding my application. **It is my responsibility to contact the Building Department for the decision that was made regarding the application.**

Applicant Signature

(Date)

Office Use Only:

Building Official Findings:

MAYOR AND BOARD OF ALDERMEN AGENDA DATE: _____

David Canonici

From: HOME SYS-FIRE-LTW
Sent: Tuesday, May 3, 2022 8:07 PM
To: David Canonici
Subject: FOUNTAIN

FOUNTAIN, CHARLES & MARY
610 DOGWOOD RD
OCEAN SPRINGS MS 39564-5200

May 10, 2022

Policy number: 24-92-6911-1
Policy type: Homeowners Policy
Location: 610 Dogwood Rd
Ocean Springs MS
39564-5200

Important Notice

On behalf of State Farm, a representative from a survey company visited your home to obtain additional underwriting information. We believe there are positive measures that should be taken to reduce the risk for loss.

The following underwriting requirement(s) must be completed:

To reduce the risk of property damage and/or injury, trim all tree limbs which overhang or are in contact with the home and/or detached structures. In addition, remove any deteriorated or dead trees near premises and structures.

The outlined requirement(s) present(s) an increase in hazard. Your cooperation with the above underwriting requirement(s) is appreciated. Please provide your agent documentation confirming the underwriting requirement(s) outlined above has been met. This policy will be set to

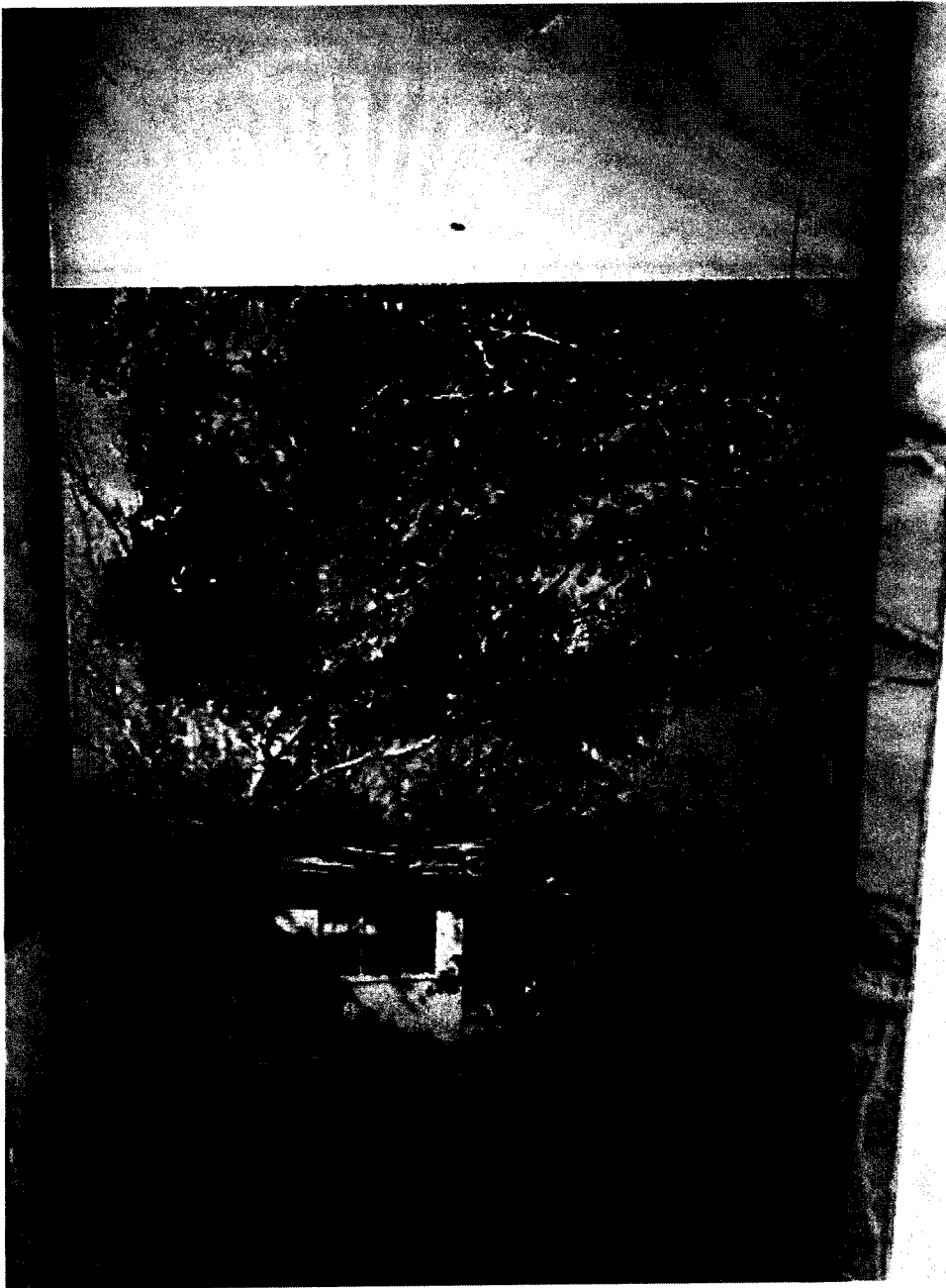
(No subject)

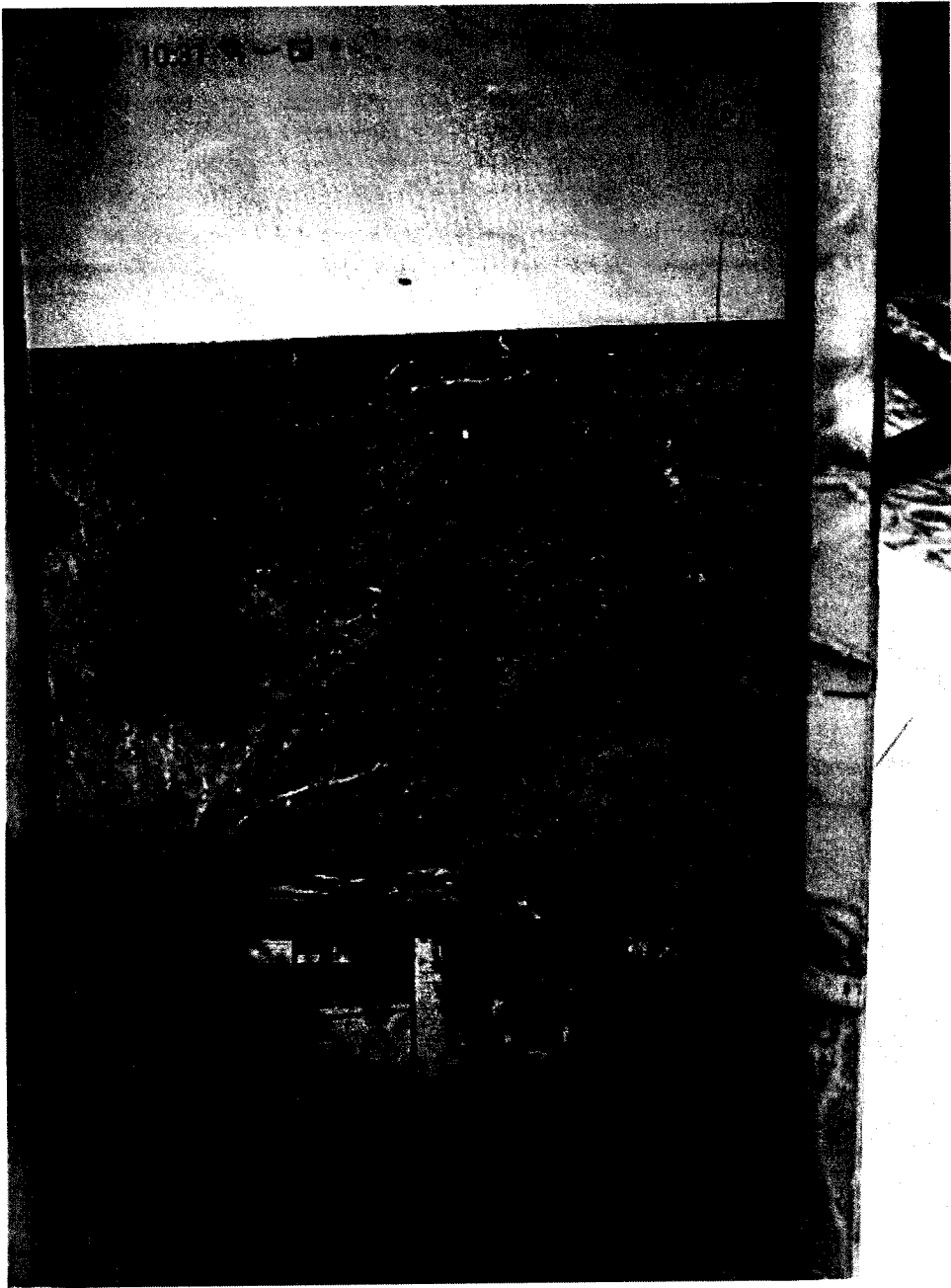
Amanda Herren <amandaherren@gmail.com>

Fri 1/27/2023 10:32 AM

To: Amanda Lemaire <alemaire@oceansprings-ms.gov>









Sent from my iPhone

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: 1/30/2023

Address/Location of Work to be Performed: Desoto street PID# 60119468.000

Applicant Information:

Name: Nicole Sullivan Email: nicole@sullivanlawfirmpllc.com

Phone: 228-238-2013 Alt Phone: _____

Owner Information (if different than applicant):

Name: Wall Holdings, LLC Email: larry@baliussurfaces.com

Phone: 228-623-2453 Alt Phone: _____

Tree Contractor Information (if applicable): None yet.

Name: _____ Email: _____

Phone: _____ Alt Phone: _____

Description of work or alteration to be performed: This is a vacant lot to be developed by the owner. As shown on the attached site plan, this property cannot be developed without the removal of certain trees that exist. In order to develop a small building, abide by setback requirements and parking requirements, the trees must be cut. For full enjoyment of ownership & development of the property, said tree removal is inevitable.

Recommend Approving Removal of Live OAK, Tree is in the Footprint of the Future Building. This Removal is Based on Approval of Building on this Site. All other Trees are Not protected.

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)

Danell J. Kelly 1/27/23

contact the Building Department for the decision that was made regarding the application.

1/30/2023
(Date)

Building Official Findings:

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.

MAYOR AND BOARD OF ALDERMEN AGENDA DATE: _____

RELOCATED
WATER OFF
PROPERTY

METAL
SHED

METAL
SHED

TO BE RELOCATED
BY OWNER OFF
THE PROPERTY

STONE
PATIO

BEEHIVE G.I.

MUNICIPAL WATER LINE

MUNICIPAL SEWER LINE

GRASS

PROPERTY LINE

PALM

PARKING

REAR SETBACK

GRASS

Remove
Live
OAK

12'-6"

PROPERTY LINE

SIDE SETBACK

SIDE SETBACK

PROPERTY LINE

REMOVE
7 TREES

BUILDING HEIGHT
TO BE +/- 35' - 0"
(3 STORY)

FRONT SETBACK

18'-0"

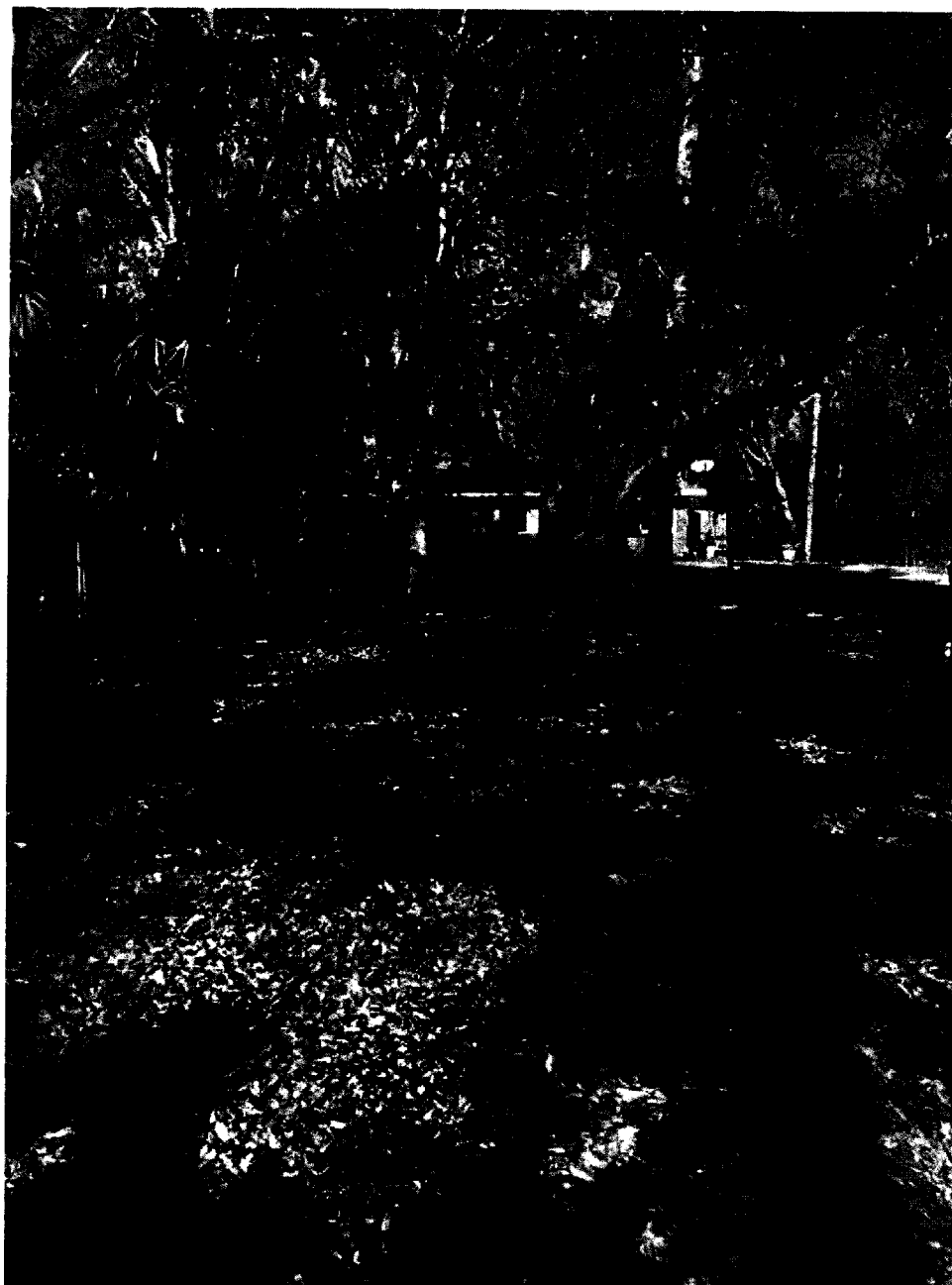
2

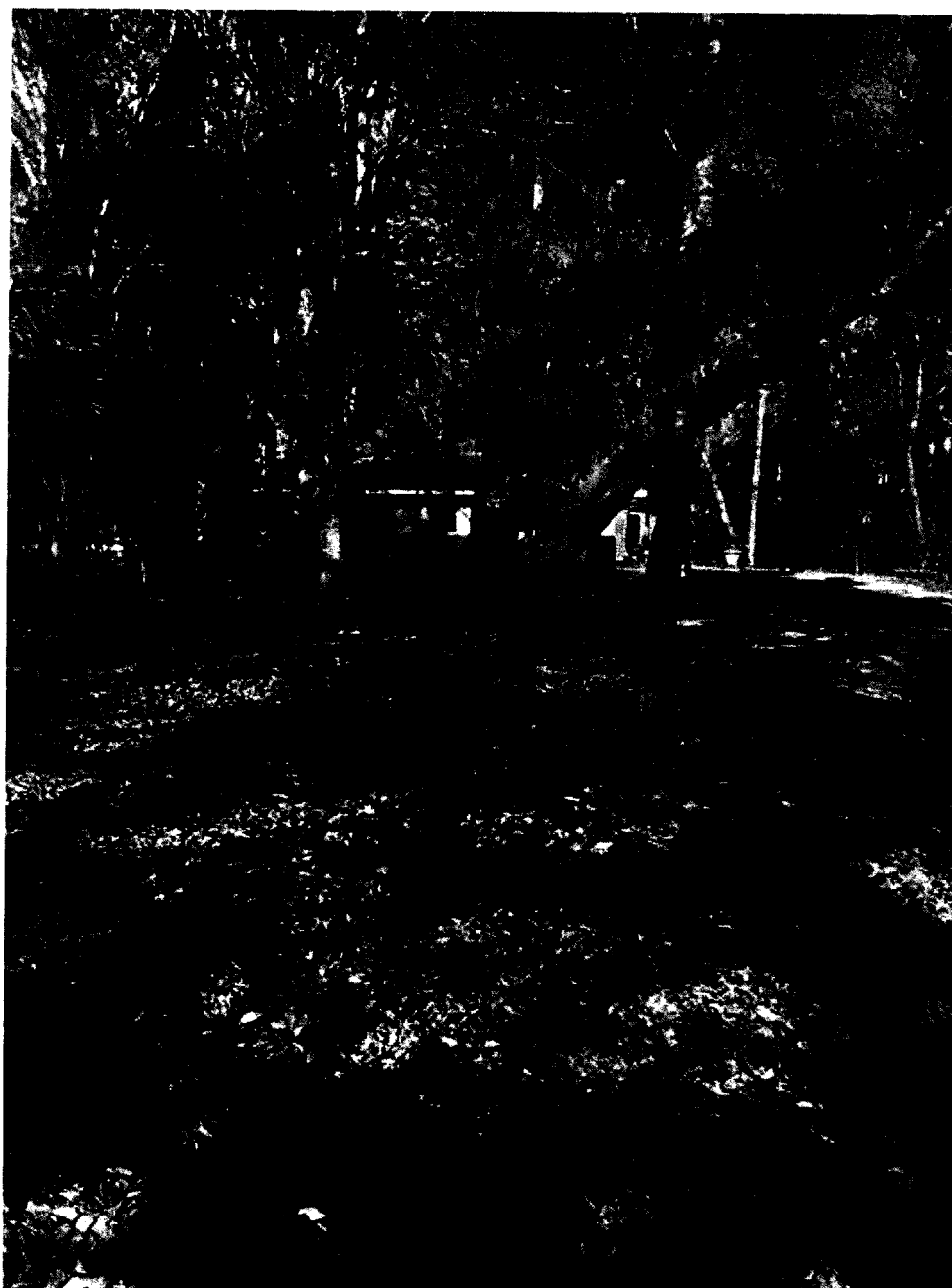
3

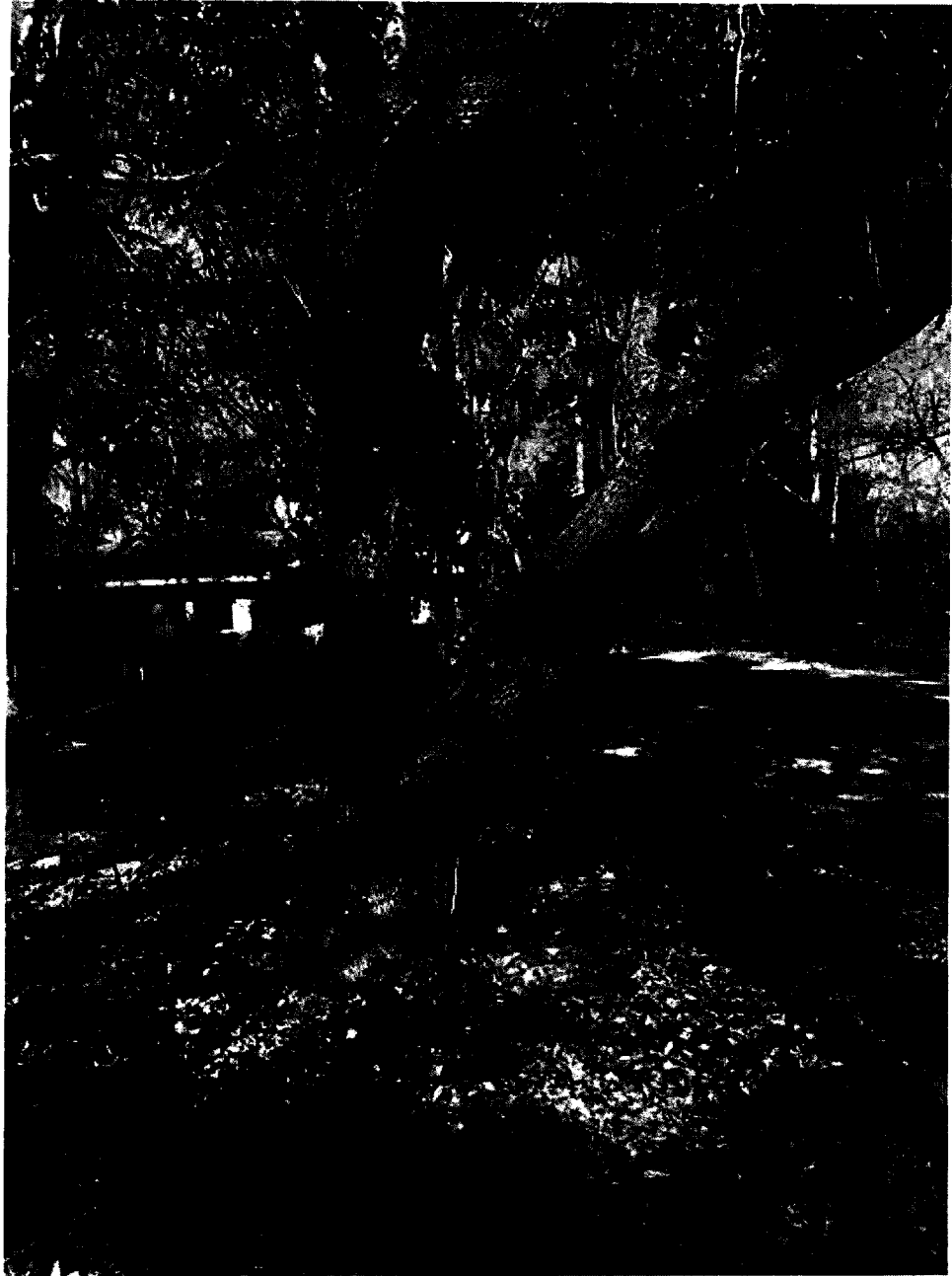
20'-0"

PROPERTY LINE

DESOTO







**RESOLUTION OF THE CITY OF OCEAN SPRINGS, MISSISSIPPI
TO SELL SURPLUS PERSONAL PROPERTY WITH VALUE
OF LESS THAN ONE THOUSAND DOLLARS (\$1000.00)**

COMES NOW, the Mayor and Board of Aldermen for the City of Ocean Springs and finds that:

WHEREAS, Mississippi Code Annotated Section 17-25-25 permits the City to dispose of personal property with a value of less than One Thousand Dollars (\$1000.00) through private sale; and

WHEREAS, the City, through its Public Works Department, has collected scrap metal items with an estimated value of \$999.00; and

WHEREAS, the City is in need of removing the scrap metal from its Public Works Department grounds; and

WHEREAS, the Mayor and Board of Aldermen do on this day find that it is in the best interest of the citizens of Ocean Springs to sell the aforementioned scrap metal at a private sale in accordance with Section 17-25-25; and

WHEREAS, the proceeds of the sale shall be placed in a properly approved depository to the credit of the proper fund; and

WHEREAS, the Board of Aldermen has determined that no official or employee of the City shall derive any personal economic benefit from this sale.

AND SO THE ABOVE FINDINGS ARE THEREFORE RESOLVED by the Mayor and Board of Aldermen of the City of Ocean Springs, Mississippi on this the ____ day of ____, 2023.

MAYOR

ATTEST:

CITY CLERK

EXHIBIT # 8-n



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: Public Works Director Allan Ladnier
DATE: January 31, 2023
RE: Quarterly Grease Trap Inspection Report for January 2023

City-wide grease trap inspections are performed every 3 months barring any unforeseen circumstances. Listed below is inspection information for the following seven (7) locations to which variances have been granted:

- **The Inlet – 4 Bulls Deli** – 2501 Bienville Blvd (02/18/20)
Grease trap inspected on 1/27/22. Compliant
- **Daiquiri Shop** – 714 Washington Ave (10/20/20)
Grease trap inspected on 2/1/23. Compliant
- **Spoon Water Sushi** – 1019 Suite D Government Street (04/07/21)
Grease trap inspected on 02/2/23. Compliant
- **Lacy Cakes** – 2321 Government Street (06/15/21)
Grease trap inspected on 1/26/23. Compliant
- **Firehouse Subs** – 1525 Bienville Blvd
Grease trap inspected on 2/3/23. Compliant
- **Sugar Tribe** – 2961 Bienville Blvd, Unit 4
Grease trap inspected on 1/27/23. Compliant.
- **Rolls Gold Ice Cream** – 1608 Bienville Blvd
Have not been able to gain access to inspect.

If you have any questions, please feel free to contact the undersigned. The next Quarterly Grease Trap Inspection Report will be provided to the Board in May 2023.

Sincerely,

A handwritten signature in cursive script that reads "Candice Hooks".

Candice Hooks
Assistant Public Works Director
Administration & Finance



Ocean Springs, MS

DOCKET OF CLAIMS 2/7/2023

By Vendor Name

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: 03250 - A & A AUTOMOTIVE REPAIR					
A & A AUTOMOTIVE REPAIR	38024	02/07/2023	B1 truck repairs	001-191-630-0000	945.74
Vendor 03250 - A & A AUTOMOTIVE REPAIR Total:					945.74
Vendor: 04580 - AGJ SYSTEMS & NETWORKS INC					
AGJ SYSTEMS & NETWORKS I	101952	02/07/2023	Dell Laptop	001-260-603-0000	1,375.97
AGJ SYSTEMS & NETWORKS I	101952.2	02/07/2023	Dell Computer	001-180-603-0000	2,289.30
AGJ SYSTEMS & NETWORKS I	102066	02/07/2023	USB C TO HDMI ADAPTER FOR FIRE DEPT	001-260-500-0000	26.97
AGJ SYSTEMS & NETWORKS I	101724	02/07/2023	EMAIL HOSTING	001-140-602-0000	1,175.12
AGJ SYSTEMS & NETWORKS I	101724	02/07/2023	EMAIL HOSTING 25%	401-300-602-0000	384.38
AGJ SYSTEMS & NETWORKS I	101780	02/07/2023	BACKUP AND DISASTER RECOVERY SERVER	001-140-602-0000	487.50
AGJ SYSTEMS & NETWORKS I	101780	02/07/2023	BACKUP AND DISASTER RECOVERY SERVER BDR 25%	401-300-602-0000	162.50
AGJ SYSTEMS & NETWORKS I	MSP-101678	02/07/2023	MSP- COMPLETE CARE	001-140-602-0000	7,650.00
AGJ SYSTEMS & NETWORKS I	MSP-101678	02/07/2023	MSP- COMPLETE CARE 25%	401-300-602-0000	2,550.00
Vendor 04580 - AGJ SYSTEMS & NETWORKS INC Total:					16,101.74
Vendor: 03536 - AIRGAS GULF STATES, INC.					
AIRGAS GULF STATES, INC.	9994553592	02/07/2023	Bottle charges Oct 2022 - Sept 2023	001-350-635-0000	386.68
Vendor 03536 - AIRGAS GULF STATES, INC. Total:					386.68
Vendor: 02175 - ALABAMA MEDIA GROUP					
ALABAMA MEDIA GROUP	0002952651	12/31/2022	0010522274 RFP PUBLIC WORKS FACILITY DESIGN	001-140-610-0000	49.72
ALABAMA MEDIA GROUP	0002952651	12/31/2022	0010510252 ORDINACE REVISION 2022-17	001-190-610-0000	11.52
ALABAMA MEDIA GROUP	0002952651	12/31/2022	0010528347 PC PUBLIC HEARING 2003 GOVERNMENT	001-190-610-0000	19.44
ALABAMA MEDIA GROUP	0002952651	12/31/2022	0010528350 PC PUBLIC HEARING 2207 GOVERNMENT	001-190-610-0000	19.92
ALABAMA MEDIA GROUP	0002952651	12/31/2022	0010522274 RFP PUBLIC WORKS FACILITY DESIGN	401-300-610-0000	49.72
Vendor 02175 - ALABAMA MEDIA GROUP Total:					150.32
Vendor: 06347 - ANDREW BLAIR					
ANDREW BLAIR	R00207272	02/07/2023	WITNER BASKETBALL REGISTRATION REFUND	001-001-316-0002	90.00
Vendor 06347 - ANDREW BLAIR Total:					90.00
Vendor: 04532 - ASSOCIATION OF FLOODPLAIN MANAGERS OF MS					
ASSOCIATION OF FLOODPLAI	INV0017661	02/07/2023	2023 REGULAR MEMBERSHIP - MARISSA JONES	001-191-686-0000	75.00
Vendor 04532 - ASSOCIATION OF FLOODPLAIN MANAGERS OF MS Total:					75.00
Vendor: 04873 - AUDIO WAVE, INC.					
AUDIO WAVE, INC.	A55916	02/07/2023	Silicone lightbar/reseal rear hatch grommet	001-200-630-0000	100.00
AUDIO WAVE, INC.	A55952	02/07/2023	Toggle assembly	001-200-563-0000	72.00
AUDIO WAVE, INC.	A55952	02/07/2023	P wedge with flat	001-200-563-0000	42.00
AUDIO WAVE, INC.	A55952	02/07/2023	Shipping	001-200-563-0000	17.50
AUDIO WAVE, INC.	A56061	02/07/2023	Labor to install camera system into unit 2208	001-200-630-0000	450.00
AUDIO WAVE, INC.	A56061	02/07/2023	Shop supplies	001-200-630-0000	25.00
Vendor 04873 - AUDIO WAVE, INC. Total:					706.50

DOCKET OF CLAIMS 2/7/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: 00943 - AUTO TRUCK & TRAILER PARTS INC					
AUTO TRUCK & TRAILER PART	303429	02/07/2023	water pump #WSF2.8 (#101 street sweeper)	001-301-563-0000	141.00
Vendor 00943 - AUTO TRUCK & TRAILER PARTS INC Total:					141.00
Vendor: 01224 - BAILEY LUMBER AND SUPPLY CO					
BAILEY LUMBER AND SUPPLY	2941613	02/07/2023	Treated Fencing for Clay Boyd	001-550-560-0000	125.20
BAILEY LUMBER AND SUPPLY	2954429	02/07/2023	TY2810G SYP 2x8x10 #2	001-190-630-0000	89.44
BAILEY LUMBER AND SUPPLY	2954429	02/07/2023	Ground Contact Treated 8/10	001-190-630-0000	42.56
			TY21210G SYP 2x12x10 #2		
BAILEY LUMBER AND SUPPLY	2954429	02/07/2023	GroundContact Treated 2/10	001-190-630-0000	109.99
			Grip-Rite LP4STGDBK 10x4"		
BAILEY LUMBER AND SUPPLY	2988836	02/07/2023	Extended Screw Star 25LB	001-550-563-0000	1,789.02
			replace wood fence at John Gi		
BAILEY LUMBER AND SUPPLY	3084744	02/07/2023	SMOOTH PRIMED LAP SIDING	001-550-563-0000	49.72
BAILEY LUMBER AND SUPPLY	2930892	02/07/2023	SYP 4X4X10 #2 Ground	001-352-560-0000	207.60
			Contact Treated 12/10		
BAILEY LUMBER AND SUPPLY	2930892	02/07/2023	Pallet Custom Creek Return	001-352-560-0000	14.25
BAILEY LUMBER AND SUPPLY	2930892	02/07/2023	Galvanized ring shank paper	001-352-560-0000	90.83
			tape framing nail 2M		
BAILEY LUMBER AND SUPPLY	2930892	02/07/2023	9X3" Exterior Screw Star Drive	001-352-560-0000	104.81
			Gold 25lb		
BAILEY LUMBER AND SUPPLY	2930892	02/07/2023	Concrete mix 60lb	001-352-560-0000	125.76
BAILEY LUMBER AND SUPPLY	2930892	02/07/2023	SYP 2X4X16 #2 Ground	001-352-560-0000	237.60
			Contact Treated 20/16		
BAILEY LUMBER AND SUPPLY	2930892	02/07/2023	SYP 1X6X6 #2 Treated Fence	001-352-560-0000	626.00
			200/6		
Vendor 01224 - BAILEY LUMBER AND SUPPLY CO Total:					3,612.78
Vendor: 05503 - BAYOU CONCRETE, LLC					
BAYOU CONCRETE, LLC	259934	02/07/2023	Concrete	008-550-911-0925	876.00
Vendor 05503 - BAYOU CONCRETE, LLC Total:					876.00
Vendor: 02654 - BIG RIDGE VETERINARY HOSPITAL, PA					
BIG RIDGE VETERINARY HOSPI	265273	02/07/2023	Simparica Heart Worm	001-260-521-0000	161.95
			Medication for Axe		
Vendor 02654 - BIG RIDGE VETERINARY HOSPITAL, PA Total:					161.95
Vendor: 01306 - BILOXI PAPER CO INC					
BILOXI PAPER CO INC	437243	02/07/2023	garbage bags 55 GAL CLEAR	001-550-510-0000	1,176.00
BILOXI PAPER CO INC	437539	02/07/2023	100/CS	001-550-510-0000	66.00
			flo pac lobby dust pan		
BILOXI PAPER CO INC	437539	02/07/2023	fiberglass saddle handle , flo	001-550-510-0000	20.08
			pac lobby dust pan		
BILOXI PAPER CO INC	437754	02/07/2023	fiberglass saddle handle , flo	001-550-510-0000	80.32
			pac lobby dust pan		
BILOXI PAPER CO INC	437755	02/07/2023	Trash bags, 2 mil, 55 gal, clear	001-301-560-0000	882.00
			#2546		
BILOXI PAPER CO INC	438106	02/07/2023	8oz Cups	001-550-540-0540	347.44
BILOXI PAPER CO INC	438650	02/07/2023	Trash bags, 2 mil, 55 gal, clear	001-300-510-0000	1,176.00
			#2546		
Vendor 01306 - BILOXI PAPER CO INC Total:					3,747.84
Vendor: 02977 - BLADES GROUP LLC					
BLADES GROUP LLC	18040373	02/07/2023	RockAsphalt 50lb bag	001-301-902-0000	1,178.00
BLADES GROUP LLC	18040382	02/07/2023	RockAsphalt 50lb bag	001-301-902-0000	1,178.00
Vendor 02977 - BLADES GROUP LLC Total:					2,356.00
Vendor: 02649 - BLANE GEHL					
BLANE GEHL	INV0017663	02/07/2023	WINTER BASKETBALL	001-550-688-0000	126.00
			SCOREKEEPING 1/18 - 2/2		
Vendor 02649 - BLANE GEHL Total:					126.00
Vendor: 05647 - BMI					
BMI	46068331	02/07/2023	ANNUAL MUSIC LICENSE	001-120-699-0000	421.00
Vendor 05647 - BMI Total:					421.00

DOCKET OF CLAIMS 2/7/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: 04289 - BOBBY TYSON'S TIRE & AUTOMOTIVE					
BOBBY TYSON'S TIRE & AUTO	355511	02/07/2023	BALL JOINTS REMOVE AND REPLACE, WHEEL ALIGNMENT	001-301-630-0000	809.25
Vendor 04289 - BOBBY TYSON'S TIRE & AUTOMOTIVE Total:					809.25
Vendor: 02480 - BONNER ANALYTICAL TESTING CO , INC.					
BONNER ANALYTICAL TESTIN	79077	02/07/2023	Water sample testing Oct 2022 - Sept 2023	401-750-630-0000	57.82
Vendor 02480 - BONNER ANALYTICAL TESTING CO , INC. Total:					57.82
Vendor: 06210 - BOTTOM 2 TOP CONSTRUCTION LLC					
BOTTOM 2 TOP CONSTRUCTI	737	02/07/2023	SEWER TAP INSTALL/ REPAIR EXISTING TAP	401-751-923-0908	9,919.83
Vendor 06210 - BOTTOM 2 TOP CONSTRUCTION LLC Total:					9,919.83
Vendor: 06344 - BRADFORD LANEUX					
BRADFORD LANEUX	INV0017666	02/07/2023	MEAL REIMBURSEMENT JACKSON, MS	001-260-605-0607	86.89
Vendor 06344 - BRADFORD LANEUX Total:					86.89
Vendor: 02932 - BRIAN KESTNER					
BRIAN KESTNER	INV0017667	02/07/2023	NRA MEMBERSHIP RENEWAL FOR CERTIFICATION	001-200-686-0000	60.00
Vendor 02932 - BRIAN KESTNER Total:					60.00
Vendor: 03204 - C SPIRE WIRELESS					
C SPIRE WIRELESS	INV0017669	02/07/2023	CELL PHONE CHARGES	001-110-611-0000	34.87
C SPIRE WIRELESS	INV0017669	02/07/2023	MAYOR CELL PHONE	001-120-611-0000	104.61
C SPIRE WIRELESS	INV0017669	02/07/2023	CITY CLERK CELL PHONE	001-140-611-0000	34.87
C SPIRE WIRELESS	INV0017669	02/07/2023	HUMAN RESOURCE CELL PHONE	001-180-611-0000	34.87
C SPIRE WIRELESS	INV0017669	02/07/2023	BLDG DEPT CELL PHONE	001-191-611-0000	104.61
C SPIRE WIRELESS	INV0017669	02/07/2023	CELL PHONE CHARGES	001-200-611-0000	1,339.41
C SPIRE WIRELESS	INV0017669	02/07/2023	CELL PHONE CHARGES	001-260-611-0000	69.20
C SPIRE WIRELESS	INV0017669	02/07/2023	CELL PHONE CHARGES	001-300-611-0000	104.07
C SPIRE WIRELESS	INV0017669	02/07/2023	CELL PHONE CHARGES	001-301-611-0000	55.42
C SPIRE WIRELESS	INV0017669	02/07/2023	CELL PHONE CHARGES - S. FARNSWORTH	001-352-611-0000	34.87
C SPIRE WIRELESS	INV0017669	02/07/2023	DRAINAGE CALL OUT PHONE	001-352-611-0000	20.55
C SPIRE WIRELESS	INV0017669	02/07/2023	CELL PHONE CHARGES	001-550-611-0000	160.03
C SPIRE WIRELESS	INV0017669	02/07/2023	CELL PHONE CHARGES	401-710-611-0000	69.74
C SPIRE WIRELESS	INV0017669	02/07/2023	WATER DEPT CELL PHONE/TABLET	401-750-611-0000	55.42
C SPIRE WIRELESS	INV0017669	02/07/2023	CELL PHONE CHARGES	401-751-611-0000	104.07
Vendor 03204 - C SPIRE WIRELESS Total:					2,326.61
Vendor: 06345 - CAROLYN WOODS					
CAROLYN WOODS	R00207130	02/07/2023	RYAN YOUTH CENTER DEPOSIT REFUND	001-001-341-0342	200.00
Vendor 06345 - CAROLYN WOODS Total:					200.00
Vendor: 02987 - CAT5 COMMERCE, LLC					
CAT5 COMMERCE, LLC	SD005582002	02/07/2023	Men's Berne Workwear Jacket, Large Tall	001-300-535-0530	102.00
CAT5 COMMERCE, LLC	SD005582002	02/07/2023	Men's Berne Workwear Jacket, Extra Large Tall	001-300-535-0530	204.00
Vendor 02987 - CAT5 COMMERCE, LLC Total:					306.00
Vendor: 00039 - CENTRAL PIPE SUPPLY, INC.					
CENTRAL PIPE SUPPLY, INC.	S100322709.001	02/07/2023	Brass STD Nipple 1-1/4" X 4"	401-751-571-0000	156.80
CENTRAL PIPE SUPPLY, INC.	S100322709.001	02/07/2023	Brass STD Nipple 1-1/4" X Clo	401-751-571-0000	194.75
CENTRAL PIPE SUPPLY, INC.	S100322709.001	02/07/2023	Brass STD Nipple 1-1/4" X 2"	401-751-571-0000	80.10
CENTRAL PIPE SUPPLY, INC.	S100322709.001	02/07/2023	LF Brass STD 90 ELL Threaded 1-1/4"	401-751-571-0000	14.52
Vendor 00039 - CENTRAL PIPE SUPPLY, INC. Total:					446.17

DOCKET OF CLAIMS 2/7/2023

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: 05654 - CHANCELLOR, INC.					
CHANCELLOR, INC.	030245091-01	02/07/2023	LED 12" green ball ilook 12V tint lens hiflux	001-301-563-0000	153.58
CHANCELLOR, INC.	030245091-01	02/07/2023	LED 12" red bal ilooki 120V, tint lens hiflux	001-301-563-0000	128.58
CHANCELLOR, INC.	030245091-01	02/07/2023	LED 12" amber ball ilook 120V tint lens hiflux	001-301-563-0000	128.58
CHANCELLOR, INC.	020096679-01	02/07/2023	DEF fluid container refill	001-301-543-0000	619.20
CHANCELLOR, INC.	030245087-01	02/07/2023	12 volt 7 amp battery PS-1270F1	401-751-571-0000	314.91
CHANCELLOR, INC.	030245087-02	02/07/2023	12 volt 7 amp battery PS-1270F1	401-751-571-0000	34.99
Vendor 05654 - CHANCELLOR, INC. Total:					1,379.84
Vendor: 02740 - CHARLES DALE					
CHARLES DALE	INV0017670	02/07/2023	SECURITY SERVICES 1/11 - 1/2	001-550-688-0000	310.00
Vendor 02740 - CHARLES DALE Total:					310.00
Vendor: 00326 - CHEMSEARCH					
CHEMSEARCH	8091136	02/07/2023	Ecoflow bioamp (chemical drip) Oct 2022-Sept 2023	401-751-543-0000	2,433.76
Vendor 00326 - CHEMSEARCH Total:					2,433.76
Vendor: 02921 - CIVICPLUS, LLC					
CIVICPLUS, LLC	249944	02/07/2023	NEW CITY WEBSITE DEVELOPMENT	007-650-600-0000	10,187.10
Vendor 02921 - CIVICPLUS, LLC Total:					10,187.10
Vendor: 00051 - COAST CHLORINATOR & PUMP CO INC					
COAST CHLORINATOR & PUM	75333	02/07/2023	Chlorine system maintenance DECEMBER	401-750-630-0000	380.00
Vendor 00051 - COAST CHLORINATOR & PUMP CO INC Total:					380.00
Vendor: 01815 - COAST MARDI GRAS OUTLET					
COAST MARDI GRAS OUTLET	522317	02/07/2023	Fire Prevention Items for Parade	001-260-547-0000	803.00
Vendor 01815 - COAST MARDI GRAS OUTLET Total:					803.00
Vendor: 05617 - COAST RIFLE AND PISTOL CLUB					
COAST RIFLE AND PISTOL CLU	1062023	02/07/2023	Yearly memberships for firearms instructors	001-200-686-0000	1,400.00
Vendor 05617 - COAST RIFLE AND PISTOL CLUB Total:					1,400.00
Vendor: 02195 - COAST TRANSIT AUTHORITY					
COAST TRANSIT AUTHORITY	INV-11438043	02/07/2023	2ND QUARTER SUBSIDY BILLING FY2023	001-190-607-0000	18,500.00
Vendor 02195 - COAST TRANSIT AUTHORITY Total:					18,500.00
Vendor: 02532 - COAST WASH WORKS LLC					
COAST WASH WORKS LLC	INV458	02/07/2023	POWERWASH CULEOKA ENTRANCE FENCE	001-100-924-0901	430.00
COAST WASH WORKS LLC	INV459	02/07/2023	POWERWASH CITY HALL AND BUILDING/PLANNING	001-140-630-0000	200.00
COAST WASH WORKS LLC	INV459	02/07/2023	POWERWASH CITY HALL AND BUILDING/PLANNING	001-190-630-0000	100.00
COAST WASH WORKS LLC	INV459	02/07/2023	POWERWASH CITY HALL AND BUILDING/PLANNING	001-191-630-0000	100.00
Vendor 02532 - COAST WASH WORKS LLC Total:					830.00
Vendor: 01714 - COASTAL FIRE AND SAFETY, LLC					
COASTAL FIRE AND SAFETY, LL	32342	02/07/2023	City Hall Fire/ Burglary Monthly Monitoring	001-140-630-0000	74.00
COASTAL FIRE AND SAFETY, LL	32342	02/07/2023	Community Center Fire/ Burglary Monthly Monitoring	001-194-630-0000	74.00
COASTAL FIRE AND SAFETY, LL	32342	02/07/2023	Civic Center Fire/ Burglary Monthly Monitoring	001-195-630-0000	74.00
Vendor 01714 - COASTAL FIRE AND SAFETY, LLC Total:					222.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: 06042 - COASTAL PUMP AND SUPPLY LLC					
COASTAL PUMP AND SUPPLY	219	02/07/2023	Weekly rental bypass pump - Lift Station #22	174-405-560-0000	1,200.00
Vendor 06042 - COASTAL PUMP AND SUPPLY LLC Total:					1,200.00
Vendor: 02869 - COMPTON ENGINEERING, P.A.					
COMPTON ENGINEERING, P.A.	222-047-1	02/07/2023	DRAINAGE IMPROVEMENTS WASHINGTON AVE	328-300-911-0002	3,000.00
Vendor 02869 - COMPTON ENGINEERING, P.A. Total:					3,000.00
Vendor: 00618 - CONSOLIDATED PIPE & SUPPLY CO INC					
CONSOLIDATED PIPE & SUPPL	3730197-000-000	02/07/2023	A423 MUL/HYD 5-1/4 VO 3 BY 6MJS NST OL RED hydrant	401-750-571-0000	2,900.00
CONSOLIDATED PIPE & SUPPL	3726420-001-000	02/07/2023	DFW JMBO PL MTR BX	401-710-918-0000	480.00
CONSOLIDATED PIPE & SUPPL	3726420-001-000	02/07/2023	66 CARSONIT BLUE WTR LINE MARKER	401-710-918-0000	425.00
CONSOLIDATED PIPE & SUPPL	3726420-001-000	02/07/2023	6" MTR BOX EXT	401-710-918-0000	60.00
CONSOLIDATED PIPE & SUPPL	3730361-000-000	02/07/2023	REED PUMP STICK	401-710-548-0000	495.00
Vendor 00618 - CONSOLIDATED PIPE & SUPPLY CO INC Total:					4,360.00
Vendor: 05947 - CORE & MAIN LP					
CORE & MAIN LP	5179374	02/07/2023	2 PVC CL200 GSKT CAP	401-751-923-0908	86.76
CORE & MAIN LP	5179374	02/07/2023	4X2 PVC CL200 Reducer GXG	401-751-923-0908	144.72
CORE & MAIN LP	5179374	02/07/2023	2" PVC SWING CHECK VALVE	401-751-923-0908	40.20
Vendor 05947 - CORE & MAIN LP Total:					271.68
Vendor: 06029 - CYPRESS ENVIRONMENTAL SERVICES, LLC					
CYPRESS ENVIRONMENTAL SE	20210892	02/07/2023	FRONT BEACH EVENT SPACE PRELIMINARY DESIGN	304-330-600-0000	27,600.50
Vendor 06029 - CYPRESS ENVIRONMENTAL SERVICES, LLC Total:					27,600.50
Vendor: 03325 - DAHL'S AUTOMOTIVE PARTS, INC					
DAHL'S AUTOMOTIVE PARTS, I	770267	02/07/2023	825996 Reman PS Pump	001-200-563-0000	80.09
DAHL'S AUTOMOTIVE PARTS, I	770836	02/07/2023	SS8856AX Brake pads	001-200-563-0000	36.99
DAHL'S AUTOMOTIVE PARTS, I	770836	02/07/2023	NB48880870 Brake rotor	001-200-563-0000	138.10
DAHL'S AUTOMOTIVE PARTS, I	777252	02/07/2023	2138994 Alternator	001-200-563-0000	460.70
DAHL'S AUTOMOTIVE PARTS, I	777254	02/07/2023	HT203248 Thermostat housin	001-200-563-0000	19.95
DAHL'S AUTOMOTIVE PARTS, I	777255	02/07/2023	75531 Oil 5W-20 Napa	001-200-563-0000	23.99
DAHL'S AUTOMOTIVE PARTS, I	777255	02/07/2023	75530 Oil 5W-20	001-200-563-0000	9.98
DAHL'S AUTOMOTIVE PARTS, I	777255	02/07/2023	7041929 Oil drain plug	001-200-563-0000	7.11
DAHL'S AUTOMOTIVE PARTS, I	777255	02/07/2023	27060 Oil filter	001-200-563-0000	3.60
DAHL'S AUTOMOTIVE PARTS, I	777256	02/07/2023	ES5000 Booster Pack jump starter	001-200-560-0000	199.00
DAHL'S AUTOMOTIVE PARTS, I	778458	02/07/2023	HAMMER	001-550-548-0000	40.71
DAHL'S AUTOMOTIVE PARTS, I	778741	02/07/2023	PX BLUE THREADLOCKER	001-550-560-0000	7.92
DAHL'S AUTOMOTIVE PARTS, I	779023	02/07/2023	adapter trailer wire	001-260-563-0000	39.99
DAHL'S AUTOMOTIVE PARTS, I	779086	02/07/2023	24IN Exact fit blade #6-024-1	001-301-548-0000	12.26
DAHL'S AUTOMOTIVE PARTS, I	779086	02/07/2023	18IN Exact fit blade #6-018-1	001-301-548-0000	16.90
DAHL'S AUTOMOTIVE PARTS, I	779086	02/07/2023	Bracketed caliper #2618XA	001-301-563-0000	70.07
DAHL'S AUTOMOTIVE PARTS, I	779086	02/07/2023	Ignition coil #IC364	001-301-563-0000	79.95
DAHL'S AUTOMOTIVE PARTS, I	779086	02/07/2023	Blower motor assy / flan #6552613	001-301-563-0000	92.97
DAHL'S AUTOMOTIVE PARTS, I	779086	02/07/2023	2YR WTY BAT #7565	001-301-563-0000	140.64
DAHL'S AUTOMOTIVE PARTS, I	779086	02/07/2023	Napagold oil filter #1056MP	001-301-563-0000	116.16
DAHL'S AUTOMOTIVE PARTS, I	779086	02/07/2023	Connector #EC23	001-301-563-0000	14.94
DAHL'S AUTOMOTIVE PARTS, I	779086	02/07/2023	Silentguard brk pads #SG7974AM	001-301-563-0000	40.99
DAHL'S AUTOMOTIVE PARTS, I	779086	02/07/2023	Window regulator #665-255	001-301-563-0000	69.75
DAHL'S AUTOMOTIVE PARTS, I	779086	02/07/2023	Air tool lube 16oz #765-1400	001-301-563-0000	7.10
DAHL'S AUTOMOTIVE PARTS, I	779086	02/07/2023	Blower motor resistor #BR343	001-301-563-0000	40.62
DAHL'S AUTOMOTIVE PARTS, I	779086	02/07/2023	Spark plug #APP103	001-301-563-0000	32.70
DAHL'S AUTOMOTIVE PARTS, I	779086	02/07/2023	Shift linkage bshing #899-3084-1	001-301-563-0000	12.04
DAHL'S AUTOMOTIVE PARTS, I	779086	02/07/2023	Valtool #90-363	001-301-563-0000	9.46
DAHL'S AUTOMOTIVE PARTS, I	779086	02/07/2023	BMX Ignition wire set #70064	001-301-563-0000	42.89

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
DAHL'S AUTOMOTIVE PARTS, I	779278	02/07/2023	NITRILE GLOVES	001-550-560-0000	73.92
DAHL'S AUTOMOTIVE PARTS, I	779401	02/07/2023	MICROFIBER TOWEL 25PK	001-550-560-0000	11.49
DAHL'S AUTOMOTIVE PARTS, I	779462	02/07/2023	CORDED HEAT GUN	001-550-548-0000	54.37
DAHL'S AUTOMOTIVE PARTS, I	779621	02/07/2023	napa exact fit front, stripe off whl kit	001-550-575-0000	68.96
DAHL'S AUTOMOTIVE PARTS, I	779688	02/07/2023	891350 Gear oil 75/90	001-200-563-0000	34.12
DAHL'S AUTOMOTIVE PARTS, I	779688	02/07/2023	IC369 Ignition coil	001-200-563-0000	34.01
DAHL'S AUTOMOTIVE PARTS, I	779688	02/07/2023	531667 ABS Sensor	001-200-563-0000	32.39
DAHL'S AUTOMOTIVE PARTS, I	779688	02/07/2023	459180 Thermostat	001-200-563-0000	16.56
DAHL'S AUTOMOTIVE PARTS, I	779688	02/07/2023	8552674 Cooling fan assembl	001-200-563-0000	238.51
DAHL'S AUTOMOTIVE PARTS, I	779688	02/07/2023	9894R Battery Napa	001-200-563-0000	204.03
DAHL'S AUTOMOTIVE PARTS, I	779688	02/07/2023	6022857 Motor Mount	001-200-563-0000	96.65
DAHL'S AUTOMOTIVE PARTS, I	779689	02/07/2023	CORE DEPOSIT	001-200-563-0000	18.00
DAHL'S AUTOMOTIVE PARTS, I	779907	02/07/2023	SPARK PLUG AND TERM AST	001-260-563-0000	8.60
DAHL'S AUTOMOTIVE PARTS, I	779930	02/07/2023	2 YR WARRANTY BATTERY	001-260-563-0000	140.64
DAHL'S AUTOMOTIVE PARTS, I	780027	02/07/2023	commercial air hose reel automatic for shop	001-550-560-0000	310.99
Vendor 03325 - DAHL'S AUTOMOTIVE PARTS, INC Total:					3,210.81
Vendor: 05249 - DELTA CONSTRUCTION, INC.					
DELTA CONSTRUCTION, INC.	01242023os1	02/07/2023	Asphalt repair Government St	001-301-902-0000	504.00
DELTA CONSTRUCTION, INC.	01242023os2	02/07/2023	Lori Drive 10 concrete street panel replacements	100-301-630-0000	53,508.00
DELTA CONSTRUCTION, INC.	01242023OS3	02/07/2023	CONCRETE REPAIRS AT LIBRAR	101-510-630-0000	4,836.03
Vendor 05249 - DELTA CONSTRUCTION, INC. Total:					58,848.03
Vendor: 00125 - DPC ENTERPRISES L.P.					
DPC ENTERPRISES L.P.	212000004-23	02/07/2023	Chlorine cylinder delivery Dec 2022 - Sept 2023	401-750-543-0000	359.07
DPC ENTERPRISES L.P.	212000005-23	02/07/2023	Chlorine cylinder delivery Dec 2022 - Sept 2023	401-750-543-0000	359.07
DPC ENTERPRISES L.P.	212000006-23	02/07/2023	Chlorine cylinder delivery Dec 2022 - Sept 2023	401-750-543-0000	897.68
DPC ENTERPRISES L.P.	212000007-23	02/07/2023	Chlorine cylinder delivery Dec 2022 - Sept 2023	401-750-543-0000	538.61
DPC ENTERPRISES L.P.	212000008-23	02/07/2023	Chlorine cylinder delivery Dec 2022 - Sept 2023	401-750-543-0000	718.14
Vendor 00125 - DPC ENTERPRISES L.P. Total:					2,872.57
Vendor: 00864 - DPS CRIME LAB					
DPS CRIME LAB	90126944	02/07/2023	ANALYTICAL FEES JAN 2023	001-200-699-0000	60.00
Vendor 00864 - DPS CRIME LAB Total:					60.00
Vendor: 04792 - E FIRE SOUTHERN, INC.					
E FIRE SOUTHERN, INC.	1544	02/07/2023	Service call fire alarm	001-200-630-0000	175.00
Vendor 04792 - E FIRE SOUTHERN, INC. Total:					175.00
Vendor: 05394 - EAGLE ENERGY INC.					
EAGLE ENERGY INC.	37102	02/07/2023	AW68 oil, 55 gallon	001-301-525-0000	498.59
EAGLE ENERGY INC.	37315	02/07/2023	Fuel for Police, Fire, Parks at the Police Dept.	001-200-525-0000	6,840.59
EAGLE ENERGY INC.	37495	02/07/2023	Fuel for Police, Fire, Parks at the Police Dept.	001-200-525-0000	4,946.74
Vendor 05394 - EAGLE ENERGY INC. Total:					12,285.92
Vendor: 03356 - ENNIS-FLINT, INC.					
ENNIS-FLINT, INC.	272102	02/07/2023	8432061Y PM125YW Q60' BD 6" yellow line	001-351-560-0000	324.23
ENNIS-FLINT, INC.	272102	02/07/2023	PM600100 PM125WH Q90' BD 4"x3' white line	001-351-560-0000	617.10
ENNIS-FLINT, INC.	272102	02/07/2023	8431064 PM125WH Q30' BD 12" white line	001-351-560-0000	514.25
ENNIS-FLINT, INC.	272102	02/07/2023	8432061 PM125WH Q60' BD 6" white line	001-351-560-0000	411.40
ENNIS-FLINT, INC.	272102	02/07/2023	PM600102 PM125WH Q45' BD 8"x3' white line	001-351-560-0000	514.25

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
ENNIS-FLINT, INC.	272102	02/07/2023	PM600101 PM125YW Q90' BD 4"x3' yellow line	001-351-560-0000	488.75
Vendor 03356 - ENNIS-FLINT, INC. Total:					2,869.98
Vendor: 03684 - EXPRESS SERVICES, INC.					
EXPRESS SERVICES, INC.	28365846	02/07/2023	TEMP EMPLOYEE HOURS W/E 12/11/22	001-301-499-0000	2,653.13
EXPRESS SERVICES, INC.	28365846	02/07/2023	TEMP EMPLOYEE HOURS W/E 12/11/22	401-750-499-0000	1,544.61
EXPRESS SERVICES, INC.	28365846	02/07/2023	TEMP EMPLOYEE HOURS W/E 12/11/22	401-751-499-0000	786.04
EXPRESS SERVICES, INC.	28518252	02/07/2023	TEMP EMPLOYEE HOURS W/E 1/15/23	001-301-499-0000	2,215.89
EXPRESS SERVICES, INC.	28518252	02/07/2023	TEMP EMPLOYEE HOURS W/E 1/15/23	401-750-499-0000	1,264.16
EXPRESS SERVICES, INC.	28518265	02/07/2023	TEMP CUSTODIAN W/E 1/15/23	001-550-499-0000	679.20
EXPRESS SERVICES, INC.	28535099	02/07/2023	TEMP EMPLOYEE HOURS W/E 1/22/23	001-301-499-0000	2,164.96
EXPRESS SERVICES, INC.	28535099	02/07/2023	TEMP EMPLOYEE HOURS W/E 1/22/23	401-750-499-0000	1,119.83
EXPRESS SERVICES, INC.	28565263	02/07/2023	TEMP EMPLOYEE HOURS W/E 1/29/23	001-301-499-0000	2,491.82
EXPRESS SERVICES, INC.	28565263	02/07/2023	TEMP EMPLOYEE HOURS W/E 1/29/23	401-750-499-0000	889.33
EXPRESS SERVICES, INC.	28565281	02/07/2023	TEMP CUSTODIAN W/E 1/29	001-550-499-0000	649.49
Vendor 03684 - EXPRESS SERVICES, INC. Total:					16,458.46
Vendor: 00419 - FAST EDDIE'S, INC					
FAST EDDIE'S, INC	124001	02/07/2023	Oil change and service for police vehicle fleet	001-200-525-0000	50.88
FAST EDDIE'S, INC	124037	02/07/2023	Oil change and service for police vehicle fleet	001-200-525-0000	47.00
FAST EDDIE'S, INC	124066	02/07/2023	Oil change and service for police vehicle fleet	001-200-525-0000	47.00
FAST EDDIE'S, INC	124031	02/07/2023	Oil change and service for police vehicle fleet	001-200-525-0000	50.88
FAST EDDIE'S, INC	124078	02/07/2023	Oil change and service for police vehicle fleet	001-200-525-0000	87.88
FAST EDDIE'S, INC	124087	02/07/2023	Oil change and service for police vehicle fleet	001-200-525-0000	87.88
FAST EDDIE'S, INC	124097	02/07/2023	Oil change and service for police vehicle fleet	001-200-525-0000	50.88
FAST EDDIE'S, INC	124108	02/07/2023	Oil change and service for police vehicle fleet	001-200-525-0000	87.88
FAST EDDIE'S, INC	124111	02/07/2023	Oil change and service for police vehicle fleet	001-200-525-0000	50.88
FAST EDDIE'S, INC	124120	02/07/2023	Oil change and service for police vehicle fleet	001-200-525-0000	119.00
FAST EDDIE'S, INC	124125	02/07/2023	Oil Change for Fire Unit F-4	001-260-630-0000	170.09
FAST EDDIE'S, INC	124138	02/07/2023	oil changes	001-550-525-0000	47.00
Vendor 00419 - FAST EDDIE'S, INC Total:					897.25
Vendor: 03427 - FASTENAL COMPANY					
FASTENAL COMPANY	MSPAS94021	02/07/2023	Safety vests w/logo, XL #10845-03818	001-301-560-0000	338.00
FASTENAL COMPANY	MSPAS94021	02/07/2023	Safety vests w/logo, 2X #10845-03819	001-301-560-0000	353.20
FASTENAL COMPANY	MSPAS94022	02/07/2023	Clean Choice roll bathroom tissue CS #0619363	001-300-510-0000	87.60
Vendor 03427 - FASTENAL COMPANY Total:					778.80
Vendor: 00428 - FRASIER'S NURSERY, INC					
FRASIER'S NURSERY, INC	082446	02/07/2023	Plant material (citywide)	001-353-546-0000	820.00
Vendor 00428 - FRASIER'S NURSERY, INC Total:					820.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: 01701 - FUTURE DESIGN GROUP					
FUTURE DESIGN GROUP	1977	02/07/2023	MONTHLY WEBSITE SECURITY MAINTENANCE MARY C FEB 2	007-650-600-0001	250.00
FUTURE DESIGN GROUP	1978	02/07/2023	MONTHLY WEBSITE SECURITY MAINTENANCE FEB 2023	007-650-600-0000	250.00
Vendor 01701 - FUTURE DESIGN GROUP Total:					500.00
Vendor: 04945 - G & O SUPPLY CO., INC.					
G & O SUPPLY CO., INC.	G670506OS-1	02/07/2023	18"X20' HP Storm Pipe, lf	001-352-631-0000	2,517.60
G & O SUPPLY CO., INC.	G670506OS-1	02/07/2023	15"X20' HP Storm Pipe, lf	001-352-631-0000	2,318.40
G & O SUPPLY CO., INC.	G15310	02/07/2023	24"X20' HP Pipe	001-352-906-0000	3,978.00
G & O SUPPLY CO., INC.	G670506OS	02/07/2023	15"X20' HP Storm Pipe, lf	001-352-906-0000	2,318.40
G & O SUPPLY CO., INC.	G670506OS	02/07/2023	15" HP Tee	001-352-906-0000	2,237.40
G & O SUPPLY CO., INC.	G670506OS	02/07/2023	15" HP Couplers	001-352-906-0000	403.95
Vendor 04945 - G & O SUPPLY CO., INC. Total:					13,773.75
Vendor: 02948 - G & W DIESEL SERVICES, INC					
G & W DIESEL SERVICES, INC	159252	02/07/2023	1 Pair Haix Fire Eagle Air Boot	001-260-548-0000	412.08
G & W DIESEL SERVICES, INC	159378	02/07/2023	Turnout Ensemble Accessorie	001-260-535-0531	1,447.00
Vendor 02948 - G & W DIESEL SERVICES, INC Total:					1,859.08
Vendor: 01819 - GT INSTRUMENTS					
GT INSTRUMENTS	INV0017764	02/07/2023	12/29/22 PABST WELL SOFTSTART REPLACEMENT	401-750-630-0000	390.00
GT INSTRUMENTS	INV0017764	02/07/2023	1/19/23 HALSTEAD - REPLACE FROZEN TRANSDUCER	401-750-630-0000	195.00
GT INSTRUMENTS	INV0017764	02/07/2023	12/30/22 HANDY WELL LOSS WIRE	401-750-630-0000	130.00
GT INSTRUMENTS	INV0017764	02/07/2023	1/4/23 PABST WELL/CIVIC CENTER TANK TRANSDUCER	401-750-630-0000	195.00
GT INSTRUMENTS	INV0017764	02/07/2023	1/6/23 PABST WELL CONTROLS ON NEW SOFTSTART	401-750-630-0000	260.00
Vendor 01819 - GT INSTRUMENTS Total:					1,170.00
Vendor: 00313 - GULF COAST BUSINESS SUPPLY CO INC					
GULF COAST BUSINESS SUPPL	249141	02/07/2023	Professional Alkaline D Batteries BWK932AEA	001-550-510-0000	49.47
GULF COAST BUSINESS SUPPL	249141	02/07/2023	Battery Procell C DURPC1400	001-550-510-0000	39.00
GULF COAST BUSINESS SUPPL	249379	02/07/2023	WATER, PAPER TOWELS, DISINFECTANT, SOAP	001-260-510-0000	394.98
Vendor 00313 - GULF COAST BUSINESS SUPPLY CO INC Total:					483.45
Vendor: 01301 - GULF HYDRAULICS & PNEUMATICS INC					
GULF HYDRAULICS & PNEUM	183815	02/07/2023	hydraulic repair on 5 deck mower at Highway 57	001-550-563-0000	129.30
Vendor 01301 - GULF HYDRAULICS & PNEUMATICS INC Total:					129.30
Vendor: 02158 - GULF SALES & SUPPLY INC					
GULF SALES & SUPPLY INC	531486	02/07/2023	3/4 x600 feet nylon rope	001-550-560-0000	598.00
Vendor 02158 - GULF SALES & SUPPLY INC Total:					598.00
Vendor: 06075 - HALL'S MOTORSPORTS					
HALL'S MOTORSPORTS	80210981	02/07/2023	Labor	001-200-630-0000	250.00
HALL'S MOTORSPORTS	80210981	02/07/2023	Shop supplies	001-200-630-0000	15.00
Vendor 06075 - HALL'S MOTORSPORTS Total:					265.00
Vendor: 03060 - HOMETOWN LUMBER LLC					
HOMETOWN LUMBER LLC	149157	02/07/2023	1/1/2" galv screws w/washer #112GS	401-750-560-0000	73.47
HOMETOWN LUMBER LLC	149157	02/07/2023	6x6x12 #2 treated ground contact #66122TP	401-750-560-0000	596.28
HOMETOWN LUMBER LLC	149157	02/07/2023	H8Z 8" truss anchor zmax #18TAZM	401-750-560-0000	202.00
HOMETOWN LUMBER LLC	149157	02/07/2023	2x8x10 #2 treated ground contact #28102TP	401-750-560-0000	208.62
HOMETOWN LUMBER LLC	149157	02/07/2023	3'x24' 29G galvalume R panel #S0583255008	401-750-560-0000	905.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
HOMETOWN LUMBER LLC	149157	02/07/2023	L/F 1x4 #2 treated 16ft only	401-750-560-0000	296.00
HOMETOWN LUMBER LLC	149157	02/07/2023	2x6x12 #2 treated ground contact #26122TP	401-750-560-0000	377.28
Vendor 03060 - HOMETOWN LUMBER LLC Total:					2,658.65
Vendor: 03983 - IMAGES GALORE SIGNS LLC					
IMAGES GALORE SIGNS LLC	23-0059	02/07/2023	4'X8' single sided maxmetal sign	001-301-566-0000	600.00
IMAGES GALORE SIGNS LLC	23-0059	02/07/2023	18"X24" single sided MAXMETAL sign(PW directional	001-301-566-0000	380.00
IMAGES GALORE SIGNS LLC	23-0059	02/07/2023	23"X30" single sided maxmetal sign (Admin office)	001-301-566-0000	157.00
IMAGES GALORE SIGNS LLC	23-0081	02/07/2023	Wire Stakes	010-140-566-0000	150.00
IMAGES GALORE SIGNS LLC	23-0081	02/07/2023	No Parking after 3:30 am	010-140-566-0000	425.00
IMAGES GALORE SIGNS LLC	22-0928	02/07/2023	NINE FLAGS OF MS PLAQUE FOR FT MAUREPAS	008-550-911-0928	260.00
Vendor 03983 - IMAGES GALORE SIGNS LLC Total:					1,972.00
Vendor: 00848 - ISCO METALS, INC.					
ISCO METALS, INC.	226681	02/07/2023	3/4 #9 FLAT EX METAL 4X8, HR SHEET 11GAL 4X8	008-550-911-0925	280.00
Vendor 00848 - ISCO METALS, INC. Total:					280.00
Vendor: 01479 - JACKSON COUNTY UTILITY AUTHORITY					
JACKSON COUNTY UTILITY AU	163001	02/07/2023	WATER-SUBSCRIBERS WHOLESALE OS 1/1/23-2/1/2	401-750-691-0000	13,584.00
JACKSON COUNTY UTILITY AU	163001	02/07/2023	WATER-SUBSCRIBERS WHOLESALE CE 12/19/22-2/1/23	401-750-691-0001	225.29
JACKSON COUNTY UTILITY AU	163001	02/07/2023	WATER-SUBSCRIBERS WHOLESALE CE (B)12/19/22-1/19/23	401-750-691-0001	145.82
Vendor 01479 - JACKSON COUNTY UTILITY AUTHORITY Total:					13,955.11
Vendor: 04226 - JACKSON COUNTY UTILITY AUTHORITY					
JACKSON COUNTY UTILITY AU	2041	02/07/2023	WHOLESALE WW ESTIMATED FLOWS - CURRENT FY FEB 202	401-751-691-0000	210,454.00
Vendor 04226 - JACKSON COUNTY UTILITY AUTHORITY Total:					210,454.00
Vendor: 05346 - JAY BEARDEN CONSTRUCTION, INC.					
JAY BEARDEN CONSTRUCTION	5	02/07/2023	FRONT BEACH SIDEWALK REPAIR PHASE 1	329-330-911-0000	39,571.30
Vendor 05346 - JAY BEARDEN CONSTRUCTION, INC. Total:					39,571.30
Vendor: 01440 - JAZZY JOHNS					
JAZZY JOHNS	INV-03912	02/07/2023	MLK PARK 1/13/23 WASTE REMOVAL/PUMP SERVICE	401-320-688-0000	40.00
JAZZY JOHNS	INV-03985	02/07/2023	WASTE REMOVAL/PUMP SERVICE 2/3/23	401-320-688-0000	285.00
Vendor 01440 - JAZZY JOHNS Total:					325.00
Vendor: 04035 - JESSIE GALLOWAY JR					
JESSIE GALLOWAY JR	INV0017671	02/07/2023	SECURITY SERVICES 1/10 - 2/2	001-550-688-0000	1,040.00
Vendor 04035 - JESSIE GALLOWAY JR Total:					1,040.00
Vendor: 02295 - JON THOMAS					
JON THOMAS	INV0017672	02/07/2023	OFFICIALS PAYMENT WINTER BASKETBALL 2/1 - 3/4	001-550-688-0000	4,673.00
Vendor 02295 - JON THOMAS Total:					4,673.00
Vendor: 02113 - JOSH FOX					
JOSH FOX	INV0017673	02/07/2023	REIMBURSE INK PURCHASED FOR ACCREDITATION PROJECT	001-200-500-0000	51.34
Vendor 02113 - JOSH FOX Total:					51.34
Vendor: 05513 - K & K SYSTEMS, INC.					
K & K SYSTEMS, INC.	22124	02/07/2023	Seven day timer #PT-7	001-301-563-0000	220.13
Vendor 05513 - K & K SYSTEMS, INC. Total:					220.13

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: 06350 - KEITH GUICE					
KEITH GUICE	INV0017703	02/07/2023	MEAL REIMBURSEMENT 1/8/23 - 1/12/23	001-260-605-0607	81.43
Vendor 06350 - KEITH GUICE Total:					81.43
Vendor: 02307 - KHRISTIN HOLLIMON					
KHRISTIN HOLLIMON	INV0017674	02/07/2023	SECURITY SERVICES 1/9 - 2/2	001-550-688-0000	880.00
Vendor 02307 - KHRISTIN HOLLIMON Total:					880.00
Vendor: 06310 - KIM'S CHEVROLET NISSAN					
KIM'S CHEVROLET NISSAN	INV0017757	02/07/2023	2022 Chevy Colorado tk for Project Mgr	001-120-915-0000	28,020.00
Vendor 06310 - KIM'S CHEVROLET NISSAN Total:					28,020.00
Vendor: 06227 - KLOUD7 LLC					
KLOUD7 LLC	18749	02/07/2023	CITYWIDE PHONE SERVICE FEB 2023	001-140-612-0000	4,027.98
Vendor 06227 - KLOUD7 LLC Total:					4,027.98
Vendor: 02680 - KS STATEBANK					
KS STATEBANK	59719-3-2023	02/07/2023	TURNOUT GEAR INSTALLMEN	161-800-850-0000	20,628.23
Vendor 02680 - KS STATEBANK Total:					20,628.23
Vendor: 02657 - LONDON BAHR					
LONDON BAHR	INV0017675	02/07/2023	WINTER BASKETBALL SCOREKEEPING	001-550-688-0000	180.00
Vendor 02657 - LONDON BAHR Total:					180.00
Vendor: 00835 - LEE TRACTOR CO OF MISS					
LEE TRACTOR CO OF MISS	WO25299	02/07/2023	Repair #193 backhoe (cylinder issues)	001-301-630-0000	4,339.63
Vendor 00835 - LEE TRACTOR CO OF MISS Total:					4,339.63
Vendor: 00898 - LEMON-MOHLER INSURANCE AGENCY					
LEMON-MOHLER INSURANCE	668643	02/07/2023	BUSINESS AUTO POLICY CHANGE 11/29/22 2022 DURANGOS	001-180-620-0621	799.00
LEMON-MOHLER INSURANCE	668645	02/07/2023	BUSINESS AUTO POLICY CHANGE BUILDING B5	001-180-620-0621	277.00
LEMON-MOHLER INSURANCE	670878	02/07/2023	BUSINESS AUTO POLICY CHANGE	001-180-620-0621	234.00
LEMON-MOHLER INSURANCE	671009	02/07/2023	BUSINESS AUTO POLICY CHANGE - ADD 2022 COLORADO	001-180-620-0621	218.00
Vendor 00898 - LEMON-MOHLER INSURANCE AGENCY Total:					1,528.00
Vendor: 06348 - LEXI LOMAX					
LEXI LOMAX	INV0017676	02/07/2023	MS SENIOR WORLD PAGEANT TECH/LIGHTING	001-196-342-0000	40.00
Vendor 06348 - LEXI LOMAX Total:					40.00
Vendor: 03109 - LEXIS-NEXIS					
LEXIS-NEXIS	3094277386	02/07/2023	LEXISNEXIS SUBSCRIPTION JAN 2023	001-110-602-0000	128.00
Vendor 03109 - LEXIS-NEXIS Total:					128.00
Vendor: 06351 - LISA BOYER					
LISA BOYER	R00204909	02/07/2023	REFUND COMMUNITY CENTER RENTAL FEE	001-001-341-0341	600.00
Vendor 06351 - LISA BOYER Total:					600.00
Vendor: 00510 - LOWE'S HOME CENTERS INC					
LOWE'S HOME CENTERS INC	921310	02/07/2023	CLASSICUT 1IN, FISKARS POWER LEVER	001-353-546-0000	79.74
LOWE'S HOME CENTERS INC	989944	02/07/2023	Side mount boxes #696731	001-301-560-0000	644.10
LOWE'S HOME CENTERS INC	901766	02/07/2023	GRIZZLY GRASS 12 FT	001-550-563-0000	56.76
LOWE'S HOME CENTERS INC	901861	02/07/2023	Craftsman Side Mount truck box brite #3725610	001-301-560-0000	511.10
LOWE'S HOME CENTERS INC	901863	02/07/2023	1HD SQ Flood LT 2500L #5024559	001-301-563-0000	61.74

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
LOWE'S HOME CENTERS INC	88456329	02/07/2023	CIVIC CENTER CEILING TRACK - A/C REPAIR	001-195-630-0000	131.60
LOWE'S HOME CENTERS INC	901313	02/07/2023	Wrench, push broom, pick set, pegs, etc	001-352-548-0000	600.00
LOWE'S HOME CENTERS INC	901313	02/07/2023	4ft/10ft double gate - 1217 Londonderry	001-352-906-0000	250.28
Vendor 00510 - LOWE'S HOME CENTERS INC Total:					2,335.32
Vendor: 030021 - LSQ GROUP HOLDINGS LLC					
LSQ GROUP HOLDINGS LLC	6624	02/07/2023	Prisoner Katja Malin transport from TX to MS	001-200-520-0000	3,519.20
Vendor 030021 - LSQ GROUP HOLDINGS LLC Total:					3,519.20
Vendor: 05074 - LYLE MACHINERY CO					
LYLE MACHINERY CO	P55801	02/07/2023	Seperator	001-301-563-0000	632.51
Vendor 05074 - LYLE MACHINERY CO Total:					632.51
Vendor: 02650 - MALIQUE TAYLOR					
MALIQUE TAYLOR	INV0017678	02/07/2023	WINTER BASKETBALL SCOREKEEPING 1/14 - 2/2	001-550-688-0000	135.00
Vendor 02650 - MALIQUE TAYLOR Total:					135.00
Vendor: 03259 - MANDAL AUTOMOTIVE OF D'IBERVILLE, INC.					
MANDAL AUTOMOTIVE OF D'I	6095958	02/07/2023	Labor	001-200-630-0000	508.00
MANDAL AUTOMOTIVE OF D'I	6095958	02/07/2023	Shop supplies	001-200-630-0000	20.27
MANDAL AUTOMOTIVE OF D'I	6095958	02/07/2023	68163848AB Antifreeze	001-200-630-0000	26.62
MANDAL AUTOMOTIVE OF D'I	6095958	02/07/2023	68214109AB Water pump gasket	001-200-630-0000	32.01
MANDAL AUTOMOTIVE OF D'I	6095958	02/07/2023	68079487AB Cabin air filter	001-200-630-0000	51.37
MANDAL AUTOMOTIVE OF D'I	6095958	02/07/2023	68311108AE Water pump	001-200-630-0000	118.99
MANDAL AUTOMOTIVE OF D'I	6095958	02/07/2023	BBAUX101AB Battery	001-200-630-0000	151.84
MANDAL AUTOMOTIVE OF D'I	6095958	02/07/2023	4861756AA Engine air filter	001-200-630-0000	66.26
MANDAL AUTOMOTIVE OF D'I	6096051	02/07/2023	68040486AA Connector	001-200-630-0000	124.80
MANDAL AUTOMOTIVE OF D'I	6096051	02/07/2023	Labor	001-200-630-0000	200.85
MANDAL AUTOMOTIVE OF D'I	6096051	02/07/2023	Diagnosis	001-200-630-0000	130.00
MANDAL AUTOMOTIVE OF D'I	6096051	02/07/2023	68248424AA Wire fuel tank	001-200-630-0000	241.02
MANDAL AUTOMOTIVE OF D'I	6096407	02/07/2023	Alignment	001-200-630-0000	99.00
MANDAL AUTOMOTIVE OF D'I	6096407	02/07/2023	Labor	001-200-630-0000	1,570.00
MANDAL AUTOMOTIVE OF D'I	6096407	02/07/2023	68250915AD Purge hose	001-200-630-0000	50.44
MANDAL AUTOMOTIVE OF D'I	6096407	02/07/2023	68303630AA Tie rod outer	001-200-630-0000	303.68
MANDAL AUTOMOTIVE OF D'I	6096407	02/07/2023	68303629AB Tie rod kit inner	001-200-630-0000	220.48
MANDAL AUTOMOTIVE OF D'I	6096407	02/07/2023	B3280 Engine mount	001-200-630-0000	192.48
MANDAL AUTOMOTIVE OF D'I	6096652	02/07/2023	5184562AC Intake plenum gasket	001-200-630-0000	50.70
MANDAL AUTOMOTIVE OF D'I	6096652	02/07/2023	5184331AC Intake manifold gasket	001-200-630-0000	132.60
MANDAL AUTOMOTIVE OF D'I	6096652	02/07/2023	5184378AH Exhaust camshaft	001-200-630-0000	399.84
MANDAL AUTOMOTIVE OF D'I	6096652	02/07/2023	5184296AH Lifters	001-200-630-0000	193.68
MANDAL AUTOMOTIVE OF D'I	6096652	02/07/2023	Labor	001-200-630-0000	800.00
MANDAL AUTOMOTIVE OF D'I	6096652	02/07/2023	5184595AE Valve cover gasket	001-200-630-0000	23.65
MANDAL AUTOMOTIVE OF D'I	6096652	02/07/2023	51842380AH Intake camshaft	001-200-630-0000	399.84
MANDAL AUTOMOTIVE OF D'I	6096652	02/07/2023	Diagnosis	001-200-630-0000	160.00
Vendor 03259 - MANDAL AUTOMOTIVE OF D'IBERVILLE, INC. Total:					6,268.42
Vendor: 02431 - MARCUS S. BURNHAM, JR.					
MARCUS S. BURNHAM, JR.	4386	02/07/2023	Belt #382111	001-301-563-0000	177.70
Vendor 02431 - MARCUS S. BURNHAM, JR. Total:					177.70
Vendor: 02732 - MARTIN DOUGLAS GIPSON, JR.					
MARTIN DOUGLAS GIPSON, J	102	02/07/2023	Accident reconstruction level III for Smith	001-200-605-0607	950.00
Vendor 02732 - MARTIN DOUGLAS GIPSON, JR. Total:					950.00
Vendor: 03718 - MEDICAL ANALYSIS LLC					
MEDICAL ANALYSIS LLC	15799	02/07/2023	DRUG AND ALCOHOL TESTIN	001-180-604-0000	340.00
MEDICAL ANALYSIS LLC	15799	02/07/2023	DRUG AND ALCOHOL TESTIN	401-300-604-0000	38.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MEDICAL ANALYSIS LLC	15825	02/07/2023	DRUG AND ALCOHOL SCREENINGS JAN 2023	001-180-604-0000	135.00
MEDICAL ANALYSIS LLC	15825	02/07/2023	DRUG AND ALCOHOL SCREENINGS JAN 2023	401-300-604-0000	38.00
Vendor 03718 - MEDICAL ANALYSIS LLC Total:					551.00
Vendor: 02610 - MID SOUTH UNIFORM & SUPPLY, INC.					
MID SOUTH UNIFORM & SUP	635544	02/07/2023	HS2149 Pants	001-200-535-0531	164.13
MID SOUTH UNIFORM & SUP	635544	02/07/2023	HS1250 SS Shirt	001-200-535-0531	55.79
MID SOUTH UNIFORM & SUP	635544	02/07/2023	Name plate	001-200-535-0531	17.85
MID SOUTH UNIFORM & SUP	635544	02/07/2023	Modify shirt for camera	001-200-535-0531	15.00
MID SOUTH UNIFORM & SUP	635544	02/07/2023	Name tape	001-200-535-0531	6.00
MID SOUTH UNIFORM & SUP	635544	02/07/2023	Name tape	001-200-535-0531	6.00
MID SOUTH UNIFORM & SUP	635544	02/07/2023	Sew on patches	001-200-535-0531	2.00
Vendor 02610 - MID SOUTH UNIFORM & SUPPLY, INC. Total:					266.77
Vendor: 00500 - MISSISSIPPI FIRE CHIEF'S ASSOCIATION					
MISSISSIPPI FIRE CHIEF'S ASS	INV0017778	02/07/2023	Annual Membership Fee	001-260-686-0000	45.00
Vendor 00500 - MISSISSIPPI FIRE CHIEF'S ASSOCIATION Total:					45.00
Vendor: 01887 - MISSISSIPPI STATE DEPT OF HEALTH					
MISSISSIPPI STATE DEPT OF H	INV0017704	02/07/2023	WATER CERTIFICATION - C. WATSON	401-750-686-0000	50.00
Vendor 01887 - MISSISSIPPI STATE DEPT OF HEALTH Total:					50.00
Vendor: 06059 - MS DEPARTMENT OF REVENUE					
MS DEPARTMENT OF REVENU	INV0017681	02/07/2023	TAG FOR PARKS #24 AND PROJECT MGR 1	001-200-699-0000	12.00
MS DEPARTMENT OF REVENU	INV0017681	02/07/2023	TAG FOR PARKS #24 AND PROJECT MGR 1	001-550-630-0000	12.00
MS DEPARTMENT OF REVENU	INV0017773	02/07/2023	RENEWAL FOR U/C VEHICLE - UNIT 814	001-200-699-0000	14.75
Vendor 06059 - MS DEPARTMENT OF REVENUE Total:					38.75
Vendor: 02219 - NATIONAL TIRE & BATTERY					
NATIONAL TIRE & BATTERY	9075499539-G1	02/07/2023	Tires and alignment for police vehicles	001-200-570-0000	18.99
NATIONAL TIRE & BATTERY	9075896309-G1	02/07/2023	Tires and alignment for police vehicles	001-200-570-0000	18.99
NATIONAL TIRE & BATTERY	9075900409-G1	02/07/2023	Tires and alignment for police vehicles	001-200-570-0000	571.31
NATIONAL TIRE & BATTERY	9075916923-G1	02/07/2023	Tires and alignment for police vehicles	001-200-570-0000	358.53
Vendor 02219 - NATIONAL TIRE & BATTERY Total:					967.82
Vendor: 06319 - NATIVE FOREST NURSERY					
NATIVE FOREST NURSERY	22-0492A	02/07/2023	Arbor Day Trees: Cherrybark, White Oak, & Pecan	001-191-689-0000	180.70
Vendor 06319 - NATIVE FOREST NURSERY Total:					180.70
Vendor: 04667 - NEEL-SCHAFFER					
NEEL-SCHAFFER	1084751	02/07/2023	11 MONTHS STORMWATER CONTRACT	001-191-626-0000	1,375.00
Vendor 04667 - NEEL-SCHAFFER Total:					1,375.00
Vendor: 06095 - OCCUPATIONAL HEALTH CENTER INC					
OCCUPATIONAL HEALTH CENT	307400	02/07/2023	DOT PHYSICAL EXAMS	401-300-604-0000	225.00
OCCUPATIONAL HEALTH CENT	309272	02/07/2023	DOT PHYSICAL EXAMINATION	001-180-604-0000	225.00
Vendor 06095 - OCCUPATIONAL HEALTH CENTER INC Total:					450.00
Vendor: 00176 - OCEAN SPRINGS LUMBER CO					
OCEAN SPRINGS LUMBER CO	2212-124663	02/07/2023	MASKING TAPE	001-196-560-0000	15.98
OCEAN SPRINGS LUMBER CO	2212-124801	02/07/2023	PAINTERS TAPE, CLEAR POLY	001-196-560-0000	85.97
OCEAN SPRINGS LUMBER CO	2212-125015	02/07/2023	5/16 X 2-1/2 GV HX BLT 100BX #4286209	008-255-916-0000	49.99
OCEAN SPRINGS LUMBER CO	2212-125015	02/07/2023	5/16" GALV HEX NUT 100CT #4321261	008-255-916-0000	25.18

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
OCEAN SPRINGS LUMBER CO	2212-125015	02/07/2023	5/16 X 2 GV GR2 HX BLT 100BX #4285953	008-255-916-0000	41.99
OCEAN SPRINGS LUMBER CO	2301-125346	02/07/2023	TREATED PINE, STAKES, REBAR, SPRUCE	008-550-911-0925	389.23
OCEAN SPRINGS LUMBER CO	2301-125520	02/07/2023	REBAR. CONCRETE MIX, TIE WIRE, METAL ROD CHAIR 100	008-550-911-0925	108.79
OCEAN SPRINGS LUMBER CO	2301-125662	02/07/2023	TWINE, CAUTION TAPE	008-550-911-0925	10.48
OCEAN SPRINGS LUMBER CO	2301-126024	02/07/2023	SPRUCE, SHEET WIRE MESH	008-550-911-0925	58.82
OCEAN SPRINGS LUMBER CO	2301-128090	02/07/2023	3/4" SCHEDULE 40 PVC PIPE 20'/ LENGTH	001-260-563-0000	60.00
OCEAN SPRINGS LUMBER CO	2301-129452	02/07/2023	REMOVEABLE MOUNTING SQUARES	001-196-560-0000	22.74
OCEAN SPRINGS LUMBER CO	2301-129673	02/07/2023	MISC Fasteners	008-255-916-0000	17.88
OCEAN SPRINGS LUMBER CO	2301-129673	02/07/2023	Paint, gloss black enamel, gallon #8567497	008-255-916-0000	105.98
OCEAN SPRINGS LUMBER CO	2301-129673	02/07/2023	1-1/2" chip brush #1447200	008-255-916-0000	20.28
OCEAN SPRINGS LUMBER CO	2301-131639	02/07/2023	BATTERIES	001-196-560-0000	17.99
OCEAN SPRINGS LUMBER CO	2301-133000	02/07/2023	TRETEDE PINE, WASHERS, NUTS, CARRIAGE BOLTS	008-550-911-0925	324.30
OCEAN SPRINGS LUMBER CO	2301-133022	02/07/2023	DIABLO BLADE 7-1/4" 40THT	001-196-560-0000	15.99
OCEAN SPRINGS LUMBER CO	2301-134496	02/07/2023	(lighting, torch)	401-750-560-0000	9.99
OCEAN SPRINGS LUMBER CO	2301-134513	02/07/2023	(lighting, torch)	401-750-560-0000	44.98
OCEAN SPRINGS LUMBER CO	2301-135308	02/07/2023	STEPLADDER	001-196-560-0000	229.99
OCEAN SPRINGS LUMBER CO	2301-135373	02/07/2023	TRIM, RIB METAL ROOFING, WOOD SCREWS,	008-550-911-0925	500.65
OCEAN SPRINGS LUMBER CO	2301-135376	02/07/2023	SPLIT FACE BLOCK, RETURN/CORNER BLOCK, PALLET CHAR	008-550-911-0925	251.29
OCEAN SPRINGS LUMBER CO	2301-135522	02/07/2023	REGAL 1 GAL, SEMI GLOSS GAL, SPRIG 2.5 IN, NYL/POL	401-750-560-0000	297.93
OCEAN SPRINGS LUMBER CO	2212-125135	02/07/2023	MASKING TAPE	001-196-560-0000	23.98
Vendor 00176 - OCEAN SPRINGS LUMBER CO Total:					2,730.40
Vendor: 06058 - OVERWATCH SUPPLY, LLC					
OVERWATCH SUPPLY, LLC	1293	02/07/2023	Tourniquets for patrol officers	001-200-560-0000	900.00
OVERWATCH SUPPLY, LLC	1302	02/07/2023	Original Swat 12	001-200-535-0531	119.99
OVERWATCH SUPPLY, LLC	1303	02/07/2023	Smith and Wesson	001-200-535-0531	132.00
Vendor 06058 - OVERWATCH SUPPLY, LLC Total:					1,151.99
Vendor: 04785 - PARIS ACE HARDWARE					
PARIS ACE HARDWARE	22301454	02/07/2023	repair supplies for parks- Sco	001-550-563-0000	5.93
PARIS ACE HARDWARE	22302003	02/07/2023	POSTHOLE DIGGER	001-550-548-0000	44.99
PARIS ACE HARDWARE	22302003	02/07/2023	DECK SPRAYER, CAUTION TAPE, GREASE	001-550-560-0000	130.83
PARIS ACE HARDWARE	22303534	02/07/2023	GATE LATCH SLDBLT 4"BLK	401-751-560-0000	6.93
PARIS ACE HARDWARE	22303534	02/07/2023	CANE BOLT HD 1/2X18" BLK	401-751-560-0000	12.82
PARIS ACE HARDWARE	22303570	02/07/2023	BATTERIES FOR TOWEL DISPENSERS	001-140-643-0000	8.63
PARIS ACE HARDWARE	22303648	02/07/2023	KEYS	001-550-560-0000	21.26
PARIS ACE HARDWARE	22303705	02/07/2023	BATTERIES FOR TOWEL DISPENSERS	001-140-643-0000	11.99
PARIS ACE HARDWARE	22303709	02/07/2023	STAPLE GUN	001-550-548-0000	21.99
PARIS ACE HARDWARE	22303709	02/07/2023	STAPLES FOR STAPLE GUN	001-550-548-0000	6.29
PARIS ACE HARDWARE	22304199	02/07/2023	MARKERS, CARB & CHOKE CLEANER	001-550-560-0000	10.93
PARIS ACE HARDWARE	22304200	02/07/2023	250 PACK KEYS	001-550-560-0000	18.83
PARIS ACE HARDWARE	22304581	02/07/2023	FASTENERS FOR CIVIC CENTER TABLES	001-195-630-0000	8.56
PARIS ACE HARDWARE	22305765	02/07/2023	LED PLUG/PLAY LAMP 18W C	551-551-630-0000	13.49
PARIS ACE HARDWARE	22306054	02/07/2023	FASTENERS	001-140-643-0000	10.43
PARIS ACE HARDWARE	22306596	02/07/2023	PAINT FOR MARISSA AND EDDIE'S OFFICE	401-710-560-0000	43.46
PARIS ACE HARDWARE	22306596	02/07/2023	PAINT FOR MARISSA AND EDDIE'S OFFICE	401-710-560-0000	38.18

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
PARIS ACE HARDWARE	22306691	02/07/2023	AIR COUPLER	001-550-563-0000	5.93
PARIS ACE HARDWARE	22307635	02/07/2023	BOX OLD WORK 20 CU IN, SUPERSPRAY AERATOR	001-140-643-0000	49.49
PARIS ACE HARDWARE	22307663	02/07/2023	JIGSAW BLADE REPLACEMENT	001-550-563-0000	10.79
PARIS ACE HARDWARE	22307732	02/07/2023	GOO GONE AND ADHESIVE LETTERS	001-550-560-0000	9.22
PARIS ACE HARDWARE	22307946	02/07/2023	ADHESIVE LETTERS	001-550-560-0000	3.23
PARIS ACE HARDWARE	22308200	02/07/2023	AIRFRESHNER, DUST SPRAY, ADHESIVE LETTERS	001-550-560-0000	10.37
PARIS ACE HARDWARE	22308351	02/07/2023	OUTLET BOXES FOR BOARD ROOM	001-140-643-0000	4.26
PARIS ACE HARDWARE	22309422	02/07/2023	FASTENERS, NUTS, SOCKETS	001-550-563-0000	26.81
PARIS ACE HARDWARE	22309578	02/07/2023	SOAP, DRY ERASE MARKERS	001-550-560-0000	19.90
PARIS ACE HARDWARE	22309593	02/07/2023	FASTENERS	001-550-563-0000	1.30
PARIS ACE HARDWARE	22309744	02/07/2023	BOLTS, BOLT SET, CUT METAL	001-550-563-0000	26.96
PARIS ACE HARDWARE	22309747	02/07/2023	METAL CUT WHL 4-1/2"X7/8"	001-550-563-0000	3.51
Vendor 04785 - PARIS ACE HARDWARE Total:					587.31
Vendor: 06349 - PATTON MEDICAL					
PATTON MEDICAL	INV0017685	02/07/2023	OVERPAYMENT 22-23 PRIVILEGE LICENSE	001-001-359-0000	17.40
Vendor 06349 - PATTON MEDICAL Total:					17.40
Vendor: 00549 - PDQ PRINTING, INC.					
PDQ PRINTING, INC.	67564	02/07/2023	Sewer Tag Labels(Green) 2x2	401-751-560-0000	318.00
Vendor 00549 - PDQ PRINTING, INC. Total:					318.00
Vendor: 05799 - PET WASTE ELIMINATOR					
PET WASTE ELIMINATOR	43192202	02/07/2023	pet waste bags on header cards	001-353-546-0000	154.99
Vendor 05799 - PET WASTE ELIMINATOR Total:					154.99
Vendor: 030012 - PIEDMONT PLASTICS INC					
PIEDMONT PLASTICS INC	31649119	02/07/2023	ACM for Xmas Ornaments - downtown	010-140-703-0004	675.96
Vendor 030012 - PIEDMONT PLASTICS INC Total:					675.96
Vendor: 00113 - POPP'S FERRY SALES & SERVICE					
POPP'S FERRY SALES & SERVIC	INV0017810	02/07/2023	Edger blades, case #40-141	001-301-563-0000	110.00
Vendor 00113 - POPP'S FERRY SALES & SERVICE Total:					110.00
Vendor: 02655 - PRECISION DOOR SERVICE					
PRECISION DOOR SERVICE	57772255	02/07/2023	Commercial Service Fee/Door Repair at Station 1	001-260-630-0000	225.00
Vendor 02655 - PRECISION DOOR SERVICE Total:					225.00
Vendor: 05854 - PRO CHEM INC					
PRO CHEM INC	137478	02/07/2023	Auto Clean Pro Soy Hand Cleaner, case #214804	001-350-560-0000	939.46
Vendor 05854 - PRO CHEM INC Total:					939.46
Vendor: 03907 - PRO-LOCK LOCKSMITH SERVICE LLC					
PRO-LOCK LOCKSMITH SERVIC	63147	02/07/2023	Vehicle unlock in impound yard for warrant	001-200-630-0000	60.00
Vendor 03907 - PRO-LOCK LOCKSMITH SERVICE LLC Total:					60.00
Vendor: 05377 - PTS SOLUTIONS, INC.					
PTS SOLUTIONS, INC.	O06-2023	02/07/2023	PTS SOFTWARE SUPPORT 2/1/23 - 7/31/23	001-200-602-0605	17,962.00
Vendor 05377 - PTS SOLUTIONS, INC. Total:					17,962.00
Vendor: 05613 - PUBLIC SAFETY ACADEMICS & CONSULTING LLC					
PUBLIC SAFETY ACADEMICS &	10168	02/07/2023	Negotiations and Talk Tactics - Jan 9-10, 2023	001-200-605-0607	300.00
Vendor 05613 - PUBLIC SAFETY ACADEMICS & CONSULTING LLC Total:					300.00
Vendor: 05634 - RAM TOOL AND SUPPLY CO. INC.					
RAM TOOL AND SUPPLY CO. I	9504082011	02/07/2023	TAMMS 50lb pail hydraulic cemente	001-352-631-0000	2,048.40

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
RAM TOOL AND SUPPLY CO. I	9504082011	02/07/2023	12IN X 10FT Straw Wattle	001-352-631-0000	1,696.20
RAM TOOL AND SUPPLY CO. I	9504082011	02/07/2023	6" X 1" X 6" Sod Staple 1000/box	001-352-631-0000	200.96
RAM TOOL AND SUPPLY CO. I	9504082011	02/07/2023	4X100 HD Diamond Orange safety fence	001-352-631-0000	828.10
RAM TOOL AND SUPPLY CO. I	9504082011	02/07/2023	3'X 100' woven fabric fence w/14GA wire	001-352-631-0000	704.60
RAM TOOL AND SUPPLY CO. I	9504082011	02/07/2023	T post 5ft .85 raw cut	001-352-631-0000	598.00
RAM TOOL AND SUPPLY CO. I	9504082011	02/07/2023	8FT X 112.5FT Double Net Straw Blanket	001-352-631-0000	516.20
RAM TOOL AND SUPPLY CO. I	9504083799	02/07/2023	40lb concrete mix 40/pallet	001-301-560-0000	728.00
RAM TOOL AND SUPPLY CO. I	9504083799	02/07/2023	5000PSI concrete mix 80lb 42/pallet	001-301-560-0000	540.96
Vendor 05634 - RAM TOOL AND SUPPLY CO. INC. Total:					7,861.42
Vendor: 05506 - REACH COMMUNICATIONS INC					
REACH COMMUNICATIONS IN	421558	02/07/2023	4/22/21 SERVICE CALL - REPLACE SWITCH IN COMM ROOM	001-200-630-0000	535.00
Vendor 05506 - REACH COMMUNICATIONS INC Total:					535.00
Vendor: 00577 - SAM'S CLUB DIRECT					
SAM'S CLUB DIRECT	006996	02/07/2023	clorox wipes	001-550-510-0000	94.90
SAM'S CLUB DIRECT	006996	02/07/2023	contractor garbage bags	001-550-510-0000	457.60
SAM'S CLUB DIRECT	006996.2	02/07/2023	breakfast items for all day campers	001-550-540-0540	467.22
SAM'S CLUB DIRECT	004084	02/07/2023	Lysol Toilet Bowl Gel	001-550-510-0000	49.90
SAM'S CLUB DIRECT	004084	02/07/2023	Lysol Disinfectant Spray (3)	001-550-510-0000	57.12
SAM'S CLUB DIRECT	004084	02/07/2023	Fabuloso	001-550-510-0000	70.92
SAM'S CLUB DIRECT	004060	02/07/2023	Snacks for Afterschool Camp	001-550-540-0540	796.60
Vendor 00577 - SAM'S CLUB DIRECT Total:					1,994.26
Vendor: 04269 - SCHINDLER ELEVATOR CORPORATION					
SCHINDLER ELEVATOR CORPO	8106038190	02/07/2023	PREVENTIVE MAINT. QUARTERLY 9/1/22 - 11/30/2	001-196-630-0000	898.91
SCHINDLER ELEVATOR CORPO	8106113995	02/07/2023	PREVENTIVE MAINT. QUARTERLY 12/1/22 - 2/28/2	001-196-630-0000	898.91
Vendor 04269 - SCHINDLER ELEVATOR CORPORATION Total:					1,797.82
Vendor: 05215 - SHEPPARD ELECTRIC MOTOR SERVICE, LLC					
SHEPPARD ELECTRIC MOTOR	RI-2516	02/07/2023	Rebuild 5HP Pump ID# M2686	401-751-630-0000	3,715.51
Vendor 05215 - SHEPPARD ELECTRIC MOTOR SERVICE, LLC Total:					3,715.51
Vendor: 00297 - SINGING RIVER ELECTRIC COOPERATIVE					
SINGING RIVER ELECTRIC COO	INV0017688	02/07/2023	LEMOYNE PARK TENNIS CT	001-550-625-0000	59.47
SINGING RIVER ELECTRIC COO	INV0017688	02/07/2023	CONCESSION STAND - GAY LEMON	001-550-625-0000	357.52
SINGING RIVER ELECTRIC COO	INV0017689	02/07/2023	Deena Rd Firestation	001-260-625-0000	161.08
SINGING RIVER ELECTRIC COO	INV0017689	02/07/2023	Street Light System 62029001	001-301-625-0000	10,704.67
SINGING RIVER ELECTRIC COO	INV0017689	02/07/2023	Ent Light Bienville Place	001-301-625-0000	57.91
SINGING RIVER ELECTRIC COO	INV0017689	02/07/2023	3001 Trentwood Dr HOA Ent Light	001-301-625-0000	25.00
SINGING RIVER ELECTRIC COO	INV0017689	02/07/2023	Hwy 90 & Hanshaw Rd	001-301-625-0000	43.22
SINGING RIVER ELECTRIC COO	INV0017689	02/07/2023	4003 Hanshaw Rd	001-301-625-0000	34.57
SINGING RIVER ELECTRIC COO	INV0017689	02/07/2023	Hwy 90 & OS Hospital Street Lights	001-301-625-0000	157.95
SINGING RIVER ELECTRIC COO	INV0017689	02/07/2023	Stillwater Bluff / Hanshaw Rd	001-301-625-0000	47.66
SINGING RIVER ELECTRIC COO	INV0017689	02/07/2023	1501 Deanna Rd Jackson Cty Port Auth Pump	401-750-625-0000	2,808.23
SINGING RIVER ELECTRIC COO	INV0017689	02/07/2023	LS 59 Culeoka	401-751-625-0000	43.18
SINGING RIVER ELECTRIC COO	INV0017689	02/07/2023	LS 80 Gibson Rd	401-751-625-0000	45.10
SINGING RIVER ELECTRIC COO	INV0017689	02/07/2023	LS 79 3316 Nottingham Dr	401-751-625-0000	26.87
SINGING RIVER ELECTRIC COO	INV0017689	02/07/2023	LS 82 Notting/Diller	401-751-625-0000	28.96
SINGING RIVER ELECTRIC COO	INV0017689	02/07/2023	LS 71 Gibson Rd N of Hwy 90	401-751-625-0000	40.01
SINGING RIVER ELECTRIC COO	INV0017689	02/07/2023	LS 70 CCC Camp Rd / Middle Left	401-751-625-0000	44.12

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SINGING RIVER ELECTRIC COO	INV0017689	02/07/2023	LS 42 Linewood Cv	401-751-625-0000	55.67
SINGING RIVER ELECTRIC COO	INV0017689	02/07/2023	Bienville Place LS #1	401-751-625-0000	41.04
SINGING RIVER ELECTRIC COO	INV0017689	02/07/2023	LS 51 Culeoka	401-751-625-0000	67.76
SINGING RIVER ELECTRIC COO	INV0017689	02/07/2023	LS 41 Ft Bayou	401-751-625-0000	61.19
SINGING RIVER ELECTRIC COO	INV0017689	02/07/2023	LS 44 Ft Bayou	401-751-625-0000	55.99
SINGING RIVER ELECTRIC COO	INV0017689	02/07/2023	LS 78 W Hanshaw / S RR Track	401-751-625-0000	58.91
SINGING RIVER ELECTRIC COO	INV0017689	02/07/2023	LS 40 Toscana	401-751-625-0000	60.29
SINGING RIVER ELECTRIC COO	INV0017689	02/07/2023	LS 72 Culeoka Phase 5	401-751-625-0000	65.78
SINGING RIVER ELECTRIC COO	INV0017689	02/07/2023	LS 87 Ocean Springs Rd	401-751-625-0000	74.53
SINGING RIVER ELECTRIC COO	INV0017689	02/07/2023	LS 85 Monticello Woods	401-751-625-0000	84.52
SINGING RIVER ELECTRIC COO	INV0017689	02/07/2023	LS 69 CCC Rd and OS Rd	401-751-625-0000	141.26
SINGING RIVER ELECTRIC COO	INV0017689	02/07/2023	LS 58 Bienville Place #2	401-751-625-0000	196.02
SINGING RIVER ELECTRIC COO	INV0017689	02/07/2023	LS 68 Riley Rd	401-751-625-0000	229.25
SINGING RIVER ELECTRIC COO	INV0017689	02/07/2023	LS 31 / PARKTOWN DR	401-751-625-0000	383.96
SINGING RIVER ELECTRIC COO	INV0017689	02/07/2023	Oak St & Hwy 90	401-751-625-0000	105.14
SINGING RIVER ELECTRIC COO	INV0017691	02/07/2023	92396002 - 3810 BIENVILLE P	001-200-625-0000	2,982.81
SINGING RIVER ELECTRIC COO	INV0017691	02/07/2023	103467001 - 3810 BIENVILLE IMPOUND LOT	001-200-625-0000	27.29
SINGING RIVER ELECTRIC COO	INV0017691	02/07/2023	91449002 - 3820 BIENVILLE FIRE STATION	001-260-625-0000	1,403.09
SINGING RIVER ELECTRIC COO	INV0017691	02/07/2023	62181002 - ENT LIGHT MAGNOLIA BAYOU	001-301-625-0000	25.00
SINGING RIVER ELECTRIC COO	INV0017691	02/07/2023	88751001 - 3220 BIENVILLE BLVD	001-301-625-0000	50.61
SINGING RIVER ELECTRIC COO	INV0017691	02/07/2023	89528002 - OS REC COMPLEX HWY 57	001-550-625-0000	210.92
SINGING RIVER ELECTRIC COO	INV0017691	02/07/2023	89669002 - OS REC COMPLEX	001-550-625-0000	2,380.79
SINGING RIVER ELECTRIC COO	INV0017691	02/07/2023	89596002 - OS REC COMPLEX HWY 57	001-550-625-0000	1,077.11
SINGING RIVER ELECTRIC COO	INV0017691	02/07/2023	89529002 - HWY 57 REC COMPLEX	001-550-625-0000	3,074.01
SINGING RIVER ELECTRIC COO	INV0017691	02/07/2023	108516001 3730 BIENVILLE BLVD (DOG PARK)	001-550-625-0000	35.73
SINGING RIVER ELECTRIC COO	INV0017691	02/07/2023	61007002 - 4606 1/2 PINEHAVEN DR LS 93	401-751-625-0000	39.16
SINGING RIVER ELECTRIC COO	INV0017691	02/07/2023	62644002 - LS 102 / 7300 BIENVILLE	401-751-625-0000	54.33
SINGING RIVER ELECTRIC COO	INV0017692	02/07/2023	Flashing Light Magnolia Park	001-301-625-0000	27.40
SINGING RIVER ELECTRIC COO	INV0017692	02/07/2023	3628 Perryman Rd	001-301-625-0000	28.64
SINGING RIVER ELECTRIC COO	INV0017692	02/07/2023	Ent Light Promenade 6212600	001-301-625-0000	25.83
SINGING RIVER ELECTRIC COO	INV0017692	02/07/2023	Flashing Sign Magnolia Park	001-301-625-0000	25.63
SINGING RIVER ELECTRIC COO	INV0017692	02/07/2023	Ent Light Bayou Sauvolle	001-301-625-0000	43.22
SINGING RIVER ELECTRIC COO	INV0017692	02/07/2023	Ent Light Promenade 6215700	001-301-625-0000	25.94
SINGING RIVER ELECTRIC COO	INV0017692	02/07/2023	Eagle Point	001-301-625-0000	54.74
SINGING RIVER ELECTRIC COO	INV0017692	02/07/2023	Traffic Sign Heron Bayou	001-301-625-0000	34.16
SINGING RIVER ELECTRIC COO	INV0017692	02/07/2023	Whitney Oaks Ent Lights	001-301-625-0000	29.78
SINGING RIVER ELECTRIC COO	INV0017692	02/07/2023	Ent Light Canebreak Dr	001-301-625-0000	56.23
SINGING RIVER ELECTRIC COO	INV0017692	02/07/2023	Pabst Rd Water Well	401-750-625-0000	1,122.14
SINGING RIVER ELECTRIC COO	INV0017692	02/07/2023	LS 62 Knapp Rd	401-751-625-0000	25.83
SINGING RIVER ELECTRIC COO	INV0017692	02/07/2023	LS 92 Quave Rd	401-751-625-0000	29.99
SINGING RIVER ELECTRIC COO	INV0017692	02/07/2023	LS 37 Gulf Islands Boat Launch Rd	401-751-625-0000	35.10
SINGING RIVER ELECTRIC COO	INV0017692	02/07/2023	Heron Park Lift Station	401-751-625-0000	45.09
SINGING RIVER ELECTRIC COO	INV0017692	02/07/2023	LS 89 Gollot Rd	401-751-625-0000	45.12
SINGING RIVER ELECTRIC COO	INV0017692	02/07/2023	LS 66 Perryman	401-751-625-0000	47.98
SINGING RIVER ELECTRIC COO	INV0017692	02/07/2023	LS 52 / 809 Magnolia Blvd	401-751-625-0000	79.01
SINGING RIVER ELECTRIC COO	INV0017692	02/07/2023	LS 38 Gov't @ Heron S/D	401-751-625-0000	83.49
SINGING RIVER ELECTRIC COO	INV0017690	02/07/2023	3730 Bienville Blvd Civic Cent	001-195-625-0000	1,609.54
SINGING RIVER ELECTRIC COO	INV0017690	02/07/2023	Hwy 90 / Bienville Blvd	001-301-625-0000	39.38
SINGING RIVER ELECTRIC COO	INV0017690	02/07/2023	Northwest Corner Hwy 90/57	001-301-625-0000	26.87
SINGING RIVER ELECTRIC COO	INV0017690	02/07/2023	Hwy 90 / Davis Bayou Rd	001-301-625-0000	168.33

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SINGING RIVER ELECTRIC COO	INV0017690	02/07/2023	3730 Bienville Blvd Vietnam Memorial	401-750-625-0000	39.16
SINGING RIVER ELECTRIC COO	INV0017690	02/07/2023	Water Tank #4	401-750-625-0000	46.45
SINGING RIVER ELECTRIC COO	INV0017690	02/07/2023	LS 103 7201 Bienville Blvd	401-751-625-0000	71.81
SINGING RIVER ELECTRIC COO	INV0017690	02/07/2023	LS 102 7801 Bienville Blvd	401-751-625-0000	62.13
SINGING RIVER ELECTRIC COO	INV0017690	02/07/2023	4501 Hwy 57 LS	401-751-625-0000	60.99
SINGING RIVER ELECTRIC COO	INV0017690	02/07/2023	LS 104 7714 Bienville Blvd	401-751-625-0000	58.91
SINGING RIVER ELECTRIC COO	INV0017690	02/07/2023	LS 84 Hwy 90 / Lakeview SD	401-751-625-0000	78.69
Vendor 00297 - SINGING RIVER ELECTRIC COOPERATIVE Total:					31,855.26
Vendor: 04763 - SLAUGHTER & ASSOCIATES, PLLC					
SLAUGHTER & ASSOCIATES, P	S-23675	02/07/2023	COMP PLAN 12/13 - 1/5/23	001-120-600-0000	7,317.18
Vendor 04763 - SLAUGHTER & ASSOCIATES, PLLC Total:					7,317.18
Vendor: 03213 - SORG PRINTING					
SORG PRINTING	96174	02/07/2023	BUSINESS CARDS	001-140-500-0000	45.00
Vendor 03213 - SORG PRINTING Total:					45.00
Vendor: 00639 - SOUTH MISSISSIPPI BUSINESS MACHINES					
SOUTH MISSISSIPPI BUSINESS	430285	02/07/2023	PRINTING CONTRACT - BUILDING DEPT	001-191-630-0000	196.16
SOUTH MISSISSIPPI BUSINESS	430286	02/07/2023	PRINTING CONTRACT - HUMAN RESOURCES	001-180-630-0000	78.00
SOUTH MISSISSIPPI BUSINESS	430287	02/07/2023	PRINTING CONTRACT - PUBLIC WORKS	001-300-630-0000	23.46
SOUTH MISSISSIPPI BUSINESS	430288	02/07/2023	PRINTING CONTRACT - PLANNING DEPT	001-190-630-0000	238.34
SOUTH MISSISSIPPI BUSINESS	430289	02/07/2023	PRINTING CONTRACT - OSPD	001-200-630-0000	81.00
SOUTH MISSISSIPPI BUSINESS	430290	02/07/2023	PRINTING CONTRACT - COURT DEPT	001-110-630-0000	39.19
SOUTH MISSISSIPPI BUSINESS	430291	02/07/2023	PRINTING CONTRACT - TAX DEPT/ CITY HALL	001-140-630-0000	66.00
SOUTH MISSISSIPPI BUSINESS	430292	02/07/2023	PRINTING CONTRACT - PARKS & REC	001-550-630-0000	35.30
SOUTH MISSISSIPPI BUSINESS	430293	02/07/2023	PRINTING CONTRACT - CID	001-200-630-0000	142.07
Vendor 00639 - SOUTH MISSISSIPPI BUSINESS MACHINES Total:					899.52
Vendor: 06131 - SOUTHERN HOSPITALITY SUPPLY					
SOUTHERN HOSPITALITY SUP	19464	02/07/2023	Amano PIX-95 electronic time clock #686496	001-300-560-0000	231.06
Vendor 06131 - SOUTHERN HOSPITALITY SUPPLY Total:					231.06
Vendor: 003063 - SOUTHERN PIPE & SUPPLY CO, INC					
SOUTHERN PIPE & SUPPLY CO	7585240-00	02/07/2023	TW-200 5/16 ferenco torque wrench	401-751-548-0000	35.74
SOUTHERN PIPE & SUPPLY CO	7585240-00	02/07/2023	PT Rectorseal tru-blue	401-751-548-0000	251.04
SOUTHERN PIPE & SUPPLY CO	7585240-00	02/07/2023	6" hulk coupling	401-751-571-0000	268.20
SOUTHERN PIPE & SUPPLY CO	7585240-00	02/07/2023	8" hulk coupling	401-751-571-0000	351.24
SOUTHERN PIPE & SUPPLY CO	7585240-00	02/07/2023	4" hymax coupling 4.25-5.63	401-751-571-0000	1,397.16
Vendor 003063 - SOUTHERN PIPE & SUPPLY CO, INC Total:					2,303.38
Vendor: 03549 - SPARKLIGHT					
SPARKLIGHT	INV0017693	02/07/2023	120710819 1600 GOVERNMENT ST (MARY C)	001-196-613-0000	131.44
SPARKLIGHT	INV0017693	02/07/2023	132925165 OS POLICE INTERNET	001-200-613-0000	84.00
SPARKLIGHT	INV0017693	02/07/2023	107919490 3810 BIENVILLE BLVD	001-200-625-0000	55.50
SPARKLIGHT	INV0017693	02/07/2023	107563223 3820 BIENVILLE BLVD	001-260-625-0000	40.50
SPARKLIGHT	INV0017693	02/07/2023	106950132 712A PINE DR	001-300-625-0000	34.45
SPARKLIGHT	INV0017693	02/07/2023	107956567 405 HALSTEAD RD #B	001-550-613-0000	135.56
SPARKLIGHT	INV0017693	02/07/2023	106890791 400 ALICE ST	001-550-625-0000	8.15
Vendor 03549 - SPARKLIGHT Total:					489.60

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: 02590 - SPORTABOUT					
SPORTABOUT	10224	02/07/2023	Winter Basketball Jerseys	001-550-540-0541	6,669.00
SPORTABOUT	10224	02/07/2023	basketball shorts	001-550-540-0541	2,983.50
Vendor 02590 - SPORTABOUT Total:					9,652.50
Vendor: 05114 - STAPLES, INC					
STAPLES, INC	3529180419	02/07/2023	Item 041157 Staples Sheet Protectors (200/box)	001-200-500-0000	10.04
STAPLES, INC	3529180419	02/07/2023	Item 429174 Pilot G2 Retract Pens Fine (dozen)	001-200-500-0000	10.52
STAPLES, INC	3529180419	02/07/2023	Item 24337423 Brother LC3013M Magenta HY Ink	001-200-500-0000	13.28
STAPLES, INC	3529180419	02/07/2023	Item 209882 Avery Address Labels 3000/box	001-200-500-0000	28.21
STAPLES, INC	3529180419	02/07/2023	Item 1847331 HP 26A Black Standard Yield Toner	001-200-500-0000	97.23
STAPLES, INC	3529180419	02/07/2023	Item IM12M4539 Dell D9GY0 Black HY Toner	001-200-500-0000	131.05
STAPLES, INC	3529180419	02/07/2023	Item 24337427 Brother LC30133PKS C/M/Y Ink HY Ink	001-200-500-0000	36.08
STAPLES, INC	3529180424	02/07/2023	Paperclips	001-550-500-0000	2.97
STAPLES, INC	3529180424	02/07/2023	Copy Paper	001-550-500-0000	136.76
STAPLES, INC	3529180424	02/07/2023	Desk Pad Calendar	001-550-500-0000	8.08
STAPLES, INC	3529180424	02/07/2023	Small notebook (Maintenance) pck of 5	001-550-500-0000	11.60
STAPLES, INC	3529180425	02/07/2023	2023 Planner	001-550-500-0000	49.15
STAPLES, INC	3529180426	02/07/2023	UNIVERSAL TOP TAB FILE FOLDERS, LEGAL SIZE	001-140-500-0000	75.58
STAPLES, INC	3529180427	02/07/2023	Avery Labels 5160 Item# 209882	001-300-500-0000	28.21
STAPLES, INC	3529180427	02/07/2023	Sanford Dry Erase Marker Item# 387604	001-300-500-0000	1.44
STAPLES, INC	3529180427	02/07/2023	Avery Self Adhesive Tabs item #113373	001-300-500-0000	19.08
STAPLES, INC	3529180428	02/07/2023	QUARTER PAPER COIN WRAPPERS	001-140-500-0000	10.99
STAPLES, INC	3529180428	02/07/2023	UNION AND SCALE FLEXFIT HYKEN MESH TASK CHAIR	001-140-501-0000	168.88
STAPLES, INC	3529180430	02/07/2023	FILE FOLDERS LETTER SIZE 250/BOX	001-180-500-0000	21.65
STAPLES, INC	3529180431	02/07/2023	ROCKETBOOK CORE REUSABLE SMART NOTEBOOK	001-180-500-0000	23.79
STAPLES, INC	3529180432	02/07/2023	Office Supplies - paper, folders, TAPE	001-191-500-0000	74.41
Vendor 05114 - STAPLES, INC Total:					959.00
Vendor: 00349 - STEGALL NOTARY SERVICE					
STEGALL NOTARY SERVICE	INV0017705	02/07/2023	COMPLETE NOTARY KIT FOR J. SHARPTON	001-300-560-0000	178.00
Vendor 00349 - STEGALL NOTARY SERVICE Total:					178.00
Vendor: 06209 - TEMCO OF GULF COAST, INC.					
TEMCO OF GULF COAST, INC.	73258	02/07/2023	R410A refrigerant 25lb/400oz	001-200-630-0000	2,554.08
TEMCO OF GULF COAST, INC.	73258	02/07/2023	Labor	001-200-630-0000	1,824.50
TEMCO OF GULF COAST, INC.	73258	02/07/2023	R63R43418 Check valve	001-200-630-0000	286.60
TEMCO OF GULF COAST, INC.	73258	02/07/2023	No2 nitrogen use	001-200-630-0000	35.00
TEMCO OF GULF COAST, INC.	73258	02/07/2023	Freight	001-200-630-0000	85.61
TEMCO OF GULF COAST, INC.	73258	02/07/2023	Torch use	001-200-630-0000	35.00
TEMCO OF GULF COAST, INC.	73258	02/07/2023	Misc refrigeration	001-200-630-0000	30.00
TEMCO OF GULF COAST, INC.	73258	02/07/2023	Vacuum pump use	001-200-630-0000	125.00
Vendor 06209 - TEMCO OF GULF COAST, INC. Total:					4,975.79

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: 03083 - THE ADT SECURITY CORPORATION					
THE ADT SECURITY CORPORA	148875248	02/07/2023	MONTHLY ALARM MONITORING	001-300-630-0000	45.68
Vendor 03083 - THE ADT SECURITY CORPORATION Total:					45.68
Vendor: 05956 - TRANSUNION RISK & ALTERNATIVE DATA					
TRANSUNION RISK & ALTERN	293141-202301-1	02/07/2023	CONTRACT AND USE CHARGES JAN 2023	001-200-602-0000	486.20
Vendor 05956 - TRANSUNION RISK & ALTERNATIVE DATA Total:					486.20
Vendor: 01476 - UNIFIRST HOLDINGS, INC					
UNIFIRST HOLDINGS, INC	1530050790	02/07/2023	FLOOR MAT AND UNIFORM SERVICE	001-550-535-0531	181.22
UNIFIRST HOLDINGS, INC	1530051714	02/07/2023	DEFE CHARGE	001-300-535-0530	5.35
UNIFIRST HOLDINGS, INC	1530051714	02/07/2023	GARMENT AND MATERIAL MAINTENANCE	001-300-535-0530	41.91
UNIFIRST HOLDINGS, INC	1530051714	02/07/2023	UNIFORM SERVICES AND CHARGES	001-300-535-0530	241.60
UNIFIRST HOLDINGS, INC	1530051714	02/07/2023	G. WESCOVICH LOSS CHARGE	001-300-535-0530	300.30
UNIFIRST HOLDINGS, INC	1530051714	02/07/2023	MATS AND WIPERS	001-300-560-0000	63.76
UNIFIRST HOLDINGS, INC	1530051714	02/07/2023	UNIFORM SERVICES AND CHARGES	401-710-535-0531	5.61
UNIFIRST HOLDINGS, INC	1530051714	02/07/2023	UNIFORM SERVICES AND CHARGES	401-750-535-0530	183.70
UNIFIRST HOLDINGS, INC	1530051714	02/07/2023	GARMENT AND MATERIAL MAINTENANCE	401-750-535-0530	41.90
UNIFIRST HOLDINGS, INC	1530051714	02/07/2023	DEFE CHARGE	401-750-535-0530	5.35
UNIFIRST HOLDINGS, INC	1530051715	02/07/2023	FLOOR MAT SERVICE	401-750-560-0000	19.42
UNIFIRST HOLDINGS, INC	1530051716	02/07/2023	FLOOR MATS SERVICE	401-751-560-0000	16.68
UNIFIRST HOLDINGS, INC	1530052383	02/07/2023	FLOOR MAT AND UNIFORM SERVICE	001-550-535-0531	181.22
UNIFIRST HOLDINGS, INC	1530053026	02/07/2023	DEFE CHARGE	001-300-535-0530	5.35
UNIFIRST HOLDINGS, INC	1530053026	02/07/2023	GARMENT AND MATERIAL MAINTENANCE	001-300-535-0530	41.91
UNIFIRST HOLDINGS, INC	1530053026	02/07/2023	UNIFORM SERVICES AND CHARGES	001-300-535-0530	241.60
UNIFIRST HOLDINGS, INC	1530053026	02/07/2023	G. WESCOVICH LOSS CHARGE	001-300-535-0530	300.30
UNIFIRST HOLDINGS, INC	1530053026	02/07/2023	R. DUCKWORTH LOSS CHARG	001-300-535-0530	476.19
UNIFIRST HOLDINGS, INC	1530053026	02/07/2023	MATS AND WIPERS	001-300-560-0000	63.76
UNIFIRST HOLDINGS, INC	1530053026	02/07/2023	UNIFORM SERVICES AND CHARGES	401-710-535-0531	5.61
UNIFIRST HOLDINGS, INC	1530053026	02/07/2023	UNIFORM SERVICES AND CHARGES	401-750-535-0530	183.70
UNIFIRST HOLDINGS, INC	1530053026	02/07/2023	GARMENT AND MATERIAL MAINTENANCE	401-750-535-0530	41.90
UNIFIRST HOLDINGS, INC	1530053026	02/07/2023	DEFE CHARGE	401-750-535-0530	5.35
UNIFIRST HOLDINGS, INC	1530053027	02/07/2023	FLOOR MAT SERVICE	401-750-560-0000	19.42
UNIFIRST HOLDINGS, INC	1530053028	02/07/2023	FLOOR MAT SERVICE	401-751-560-0000	16.68
UNIFIRST HOLDINGS, INC	1530053682	02/07/2023	FLOOR MAT AND UNIFORM SERVICE	001-550-535-0531	181.22
UNIFIRST HOLDINGS, INC	1530054317	02/07/2023	R. DUCKWORTH LOSS CHARG	001-300-535-0530	476.19
UNIFIRST HOLDINGS, INC	1530054317	02/07/2023	UNIFORM SERVICES AND CHARGES	001-300-535-0530	241.60
UNIFIRST HOLDINGS, INC	1530054317	02/07/2023	GARMENT AND MATERIAL MAINTENANCE	001-300-535-0530	41.91
UNIFIRST HOLDINGS, INC	1530054317	02/07/2023	DEFE CHARGE	001-300-535-0530	5.35
UNIFIRST HOLDINGS, INC	1530054317	02/07/2023	G. WESCOVICH LOSS CHARGE	001-300-535-0530	300.30
UNIFIRST HOLDINGS, INC	1530054317	02/07/2023	MATS AND WIPERS	001-300-560-0000	63.76
UNIFIRST HOLDINGS, INC	1530054317	02/07/2023	UNIFORM SERVICES AND CHARGES	401-710-535-0531	5.61
UNIFIRST HOLDINGS, INC	1530054317	02/07/2023	GARMENT AND MATERIAL MAINTENANCE	401-750-535-0530	41.90
UNIFIRST HOLDINGS, INC	1530054317	02/07/2023	DEFE CHARGE	401-750-535-0530	5.35

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
UNIFIRST HOLDINGS, INC	1530054317	02/07/2023	UNIFORM SERVICES AND CHARGES	401-750-535-0530	183.70
UNIFIRST HOLDINGS, INC	1530054318	02/07/2023	FLOOR MAT SERVICE	401-750-560-0000	19.42
UNIFIRST HOLDINGS, INC	1530054319	02/07/2023	FLOOR MAT SERVICE	401-751-560-0000	16.68
UNIFIRST HOLDINGS, INC	CM1530051714	02/01/2023	G. WESCOVICH LOSS CHARGE	001-300-535-0530	-300.30
UNIFIRST HOLDINGS, INC	CM1530053026	02/01/2023	G. WESCOVICH LOSS CHARGE	001-300-535-0530	-300.30
UNIFIRST HOLDINGS, INC	CM1530053026-2	02/01/2023	R DUCKWORTH LOSS CHARGE	001-300-535-0530	-476.19
UNIFIRST HOLDINGS, INC	1530054317 CREDIT	02/02/2023	R. DUCKWORTH SERVICE FEES	001-301-535-0530	-7.32
UNIFIRST HOLDINGS, INC	1530054317CM	02/02/2023	R. DUCKWORTH LOSS CHARGE (PANTS)	001-301-535-0530	-171.60
UNIFIRST HOLDINGS, INC	CM1530054317	02/02/2023	G. WESCOVICH LOSS CHARGE	001-301-535-0530	-300.30
Vendor 01476 - UNIFIRST HOLDINGS, INC Total:					2,716.77
Vendor: 06223 - UNITI FIBER LLC					
UNITI FIBER LLC	356676	02/07/2023	CITYWIDE FIBER INTERNET FEB 2023	001-140-613-0000	3,268.08
Vendor 06223 - UNITI FIBER LLC Total:					3,268.08
Vendor: 01571 - VICKY HUPE					
VICKY HUPE	INV0017749	02/07/2023	CITY USE OF PERSONAL VEHICLE 12/1 -2/1	001-140-605-0607	49.50
VICKY HUPE	INV0017910	02/07/2023	MDOR - REPLACEMENT TITLES X 3	001-140-699-0000	30.00
VICKY HUPE	INV0017910	02/07/2023	TARGET - WASHI TAPE FOR INFO BOARD	001-190-500-0000	10.70
VICKY HUPE	INV0017910	02/07/2023	OFFICE DEPOT - USB ADAPTER	001-196-500-0000	13.90
VICKY HUPE	INV0017910	02/07/2023	FRAZIERS - HAY BALES	001-196-560-0000	24.00
VICKY HUPE	INV0017910	02/07/2023	OS LUMBER - BUSHING FOR LIGHT REPAIR	001-301-563-0000	4.29
VICKY HUPE	INV0017910	02/07/2023	TERRY'S SERVICE CENTER - EDGER BLADES	001-301-563-0000	14.94
VICKY HUPE	INV0017910	02/07/2023	AMERICA'S THRIFT - JACKET FOR CEMETERY TOUR	010-140-703-0007	7.80
VICKY HUPE	INV0017910	02/07/2023	DOLLAR GENERAL - BROWN LUNCH BAGS	020-121-511-0000	11.24
Vendor 01571 - VICKY HUPE Total:					166.37
Vendor: 03011 - WALMART COMMUNITY					
WALMART COMMUNITY	INV0017845	02/07/2023	MR CLEAN, FABULOSA, LYSOL, BATH CLEANER	001-300-510-0000	498.13
WALMART COMMUNITY	INV0017844	02/07/2023	Dog Food	001-260-521-0000	54.00
Vendor 03011 - WALMART COMMUNITY Total:					552.13
Vendor: 05536 - WARREN PAVING, INC.					
WARREN PAVING, INC.	71747	02/07/2023	610 limestone base, delivered	001-352-906-0000	4,245.76
Vendor 05536 - WARREN PAVING, INC. Total:					4,245.76
Vendor: 02690 - WELDPRO					
WELDPRO	0000038	02/07/2023	bottom stairs and install at Lemoyne	001-550-630-0000	450.00
WELDPRO	0000038	02/07/2023	top rail and install	001-550-630-0000	400.00
WELDPRO	0000038	02/07/2023	side rail for stairs and install at Lemoyne	001-550-630-0000	400.00
Vendor 02690 - WELDPRO Total:					1,250.00
Vendor: 04784 - WEX BANK					
WEX BANK	86996175	02/07/2023	CITY FUEL PURCHASES JAN 2023	001-120-605-0607	111.58
WEX BANK	86996175	02/07/2023	CITY FUEL PURCHASES JAN 2023	001-200-525-0000	1,109.81
WEX BANK	86996175	02/07/2023	CITY FUEL PURCHASES JAN 2023	001-200-525-0000	-9.72
WEX BANK	86996175	02/07/2023	CITY FUEL PURCHASES JAN 2023	001-260-605-0607	36.54
Vendor 04784 - WEX BANK Total:					1,248.21

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: 03500 - WILKINSON, WILLIAMS, BOSIO & SESSOMS, PLLC					
WILKINSON, WILLIAMS, BOSI	621-0020F-126	02/07/2023	LITIGATION DEC 2022 - BAUER	001-120-600-0603	91.00
WILKINSON, WILLIAMS, BOSI	621-0020F-126	02/07/2023	LITIGATION DEC 2022 - KENNEDY	001-120-600-0603	13.00
WILKINSON, WILLIAMS, BOSI	621-0050F-14	02/07/2023	LITIGATION ILLANE DEC 2022	001-120-600-0603	197.82
WILKINSON, WILLIAMS, BOSI	621-0052F-9	02/07/2023	EMINENT DOMAIN DEC 2022	001-120-699-0000	138.00
WILKINSON, WILLIAMS, BOSI	621-0053F-4	02/07/2023	LITIGATION - RHODES	001-120-600-0603	671.00
WILKINSON, WILLIAMS, BOSI	621-005F-1	02/07/2023	LEGAL FEES - ANNEXATION DEC 2022	001-100-600-0601	314.00
WILKINSON, WILLIAMS, BOSI	621-0010K-236	02/07/2023	ATTORNEY FEES - OCT 2021	001-120-600-0602	9,900.00
WILKINSON, WILLIAMS, BOSI	621-0010K-236	02/07/2023	MEC USAGE QTR 4 2022	001-120-600-0602	0.40
WILKINSON, WILLIAMS, BOSI	621-0010K-236	02/07/2023	ATTORNEY FEES - OCT 2021	401-750-600-0602	1,080.00
WILKINSON, WILLIAMS, BOSI	621-0010K-236	02/07/2023	ATTORNEY FEES - OCT 2021	401-751-600-0602	1,080.00
WILKINSON, WILLIAMS, BOSI	CM621-0050F-14	02/01/2023	DAY TO DAY EXPENSE BILLED TO LITIGATION - PRR	001-120-600-0603	-197.82
WILKINSON, WILLIAMS, BOSI	CM621-0052F-9	02/01/2023	DAY TO DAY NOT LITIGATION PER CITY CLERK	001-120-600-0603	-93.00
Vendor 03500 - WILKINSON, WILLIAMS, BOSIO & SESSOMS, PLLC Total:					13,194.40
Vendor: 00234 - WYNTON'S PEST CONTROL					
WYNTON'S PEST CONTROL	31334	02/07/2023	712A PINE DRIVE	001-300-630-0000	100.00
WYNTON'S PEST CONTROL	31342	02/07/2023	1014 PORTER AVE - PLANNIN	001-190-630-0000	35.00
WYNTON'S PEST CONTROL	31342	02/07/2023	1014 PORTER AVE- BUILDING	001-191-630-0000	35.00
WYNTON'S PEST CONTROL	31343	02/07/2023	Pest control services Oct 2022 - Sept 2023	001-300-630-0000	20.00
WYNTON'S PEST CONTROL	31344	02/07/2023	1018 PORTER AVE	001-140-630-0000	70.00
WYNTON'S PEST CONTROL	31352	02/07/2023	3830 BIENVILLE BLVD	001-200-630-0000	80.00
WYNTON'S PEST CONTROL	31354	02/07/2023	3820 BIENVILLE BLVD	001-260-630-0000	50.00
WYNTON'S PEST CONTROL	31356	02/07/2023	400 ALICE ST	001-550-630-0000	20.00
WYNTON'S PEST CONTROL	31362	02/07/2023	711 MAGNOLIA	551-551-630-0000	100.00
Vendor 00234 - WYNTON'S PEST CONTROL Total:					510.00
Grand Total:					716,367.80

Report Summary

Fund Summary

Fund	Expense Amount
001 - GENERAL	275,134.68
007 - TOURISM FUND	10,687.10
008 - FOOD AND BEVERAGE TAX 2%	3,320.86
010 - FESTIVALS	1,258.76
020 - KEEP OS BEAUTIFUL	11.24
100 - MODERNIZATION USE TAX	53,508.00
101 - LIBRARY	4,836.03
161 - FIRE PROTECTION	20,628.23
174 - HURRICAN ZETA 10/28/2020	1,200.00
304 - FRONT BEACH MARINA	27,600.50
328 - TIDELANDS GRANTS	3,000.00
329 - TIDELANDS GRANT BEACH REPAIRS	39,571.30
401 - UTILITY ENTERPRISE	275,497.61
551 - TACONI BUILDING	113.49
Grand Total:	716,367.80

Account Summary

Account Number	Account Name	Expense Amount
001-001-316-0002	ATHLETIC PROGRAM RE	90.00
001-001-341-0341	COMM CENTER RENTAL	600.00
001-001-341-0342	RYAN YOUTH CENTER RE	200.00
001-001-359-0000	OTHER INCOME	17.40
001-100-600-0601	ANNEXATION FEES	314.00
001-100-924-0901	WARD 1 CAPITAL IMPRO	430.00
001-110-602-0000	COMPUTER SOFTWARE	128.00
001-110-611-0000	TELEPHONE	34.87
001-110-630-0000	GENERAL REPAIRS & MA	39.19
001-120-600-0000	COMPREHENSIVE PLAN	7,317.18
001-120-600-0602	ATTORNEY FEES	9,900.40
001-120-600-0603	Attorney - Non Contract	682.00
001-120-605-0607	TRAVEL/TRAINING/SEMI	111.58
001-120-611-0000	TELEPHONE	104.61
001-120-699-0000	OTHER SERVICES & CHA	559.00
001-120-915-0000	VEHICLES	28,020.00
001-140-500-0000	OFFICE SUPPLIES	131.57
001-140-501-0000	OFFICE FURNITURE & EQ	168.88
001-140-602-0000	COMPUTER SOFTWARE	9,312.62
001-140-605-0607	TRAVEL/TRAINING/SEMI	49.50
001-140-610-0000	ADVERTISING	49.72
001-140-611-0000	TELEPHONE	34.87
001-140-612-0000	TELEPHONE - KLOUD 7	4,027.98
001-140-613-0000	CITYWIDE INTERNET SER	3,268.08
001-140-630-0000	GENERAL REPAIRS & MA	410.00
001-140-643-0000	CITY WIDE BUILDING M	84.80
001-140-699-0000	OTHER SERVICES & CHA	30.00
001-180-500-0000	OFFICE SUPPLIES	45.44
001-180-603-0000	COMPUTER HARDWARE	2,289.30
001-180-604-0000	PHYSICAL EXAMS & TEST	700.00
001-180-611-0000	TELEPHONE	34.87
001-180-620-0621	COMP/COLLISION INSUR	1,528.00
001-180-630-0000	GENERAL REPAIRS & MA	78.00
001-190-500-0000	OFFICE SUPPLIES	10.70
001-190-607-0000	TRANSIT SYSTEM EXPEN	18,500.00
001-190-610-0000	ADVERTISING	50.88
001-190-630-0000	GENERAL REPAIRS & MA	615.33
001-191-500-0000	OFFICE SUPPLIES	74.41
001-191-611-0000	TELEPHONE	104.61

Account Summary

Account Number	Account Name	Expense Amount
001-191-626-0000	STORMWATER PERMIT	1,375.00
001-191-630-0000	GENERAL REPAIRS & MA	1,276.90
001-191-686-0000	DUES/MEMBERSHIPS/S	75.00
001-191-689-0000	TREE REMOVAL AND MA	180.70
001-194-630-0000	GENERAL REPAIRS & MA	74.00
001-195-625-0000	UTILITIES	1,609.54
001-195-630-0000	GENERAL REPAIRS & MA	214.16
001-196-342-0000	RENTAL REVENUE - MAR	40.00
001-196-500-0000	OFFICE SUPPLIES - MARY	13.90
001-196-560-0000	MATERIALS & SUPPLIES	436.64
001-196-613-0000	INTERNET SERVICE	131.44
001-196-630-0000	GENERAL REPAIRS & MA	1,797.82
001-200-500-0000	OFFICE SUPPLIES	377.75
001-200-520-0000	PRISONER COSTS	3,519.20
001-200-525-0000	GAS AND OIL	13,567.58
001-200-535-0531	UNIFORMS	518.76
001-200-560-0000	MATERIALS & SUPPLIES	1,099.00
001-200-563-0000	REPAIR PARTS & SUPPLIE	1,586.28
001-200-570-0000	TIRES AND TUBES	967.82
001-200-602-0000	COMPUTER SOFTWARE	486.20
001-200-602-0605	PTS & DIGITICKET MAIN	17,962.00
001-200-605-0607	TRAVEL/TRAINING/SEMI	1,250.00
001-200-611-0000	TELEPHONE	1,339.41
001-200-613-0000	INTERNET SERVICE - POL	84.00
001-200-625-0000	UTILITIES	3,065.60
001-200-630-0000	GENERAL REPAIRS & MA	13,157.28
001-200-686-0000	DUES/MEMBERSHIPS/S	1,460.00
001-200-699-0000	OTHER SERVICES & CHA	86.75
001-260-500-0000	OFFICE SUPPLIES	26.97
001-260-510-0000	CLEANING & JANITORIAL	394.98
001-260-521-0000	DOG SUPPLIES & EXPEN	215.95
001-260-535-0531	UNIFORMS	1,447.00
001-260-547-0000	OTHER OPERATING SUP	803.00
001-260-548-0000	SMALL TOOLS & EQUIP	412.08
001-260-563-0000	REPAIR PARTS & SUPPLIE	249.23
001-260-603-0000	COMPUTER HARDWARE	1,375.97
001-260-605-0607	TRAVEL/TRAINING/SEMI	204.86
001-260-611-0000	TELEPHONE	69.20
001-260-625-0000	UTILITIES	1,604.67
001-260-630-0000	GENERAL REPAIRS & MA	445.09
001-260-686-0000	DUES/MEMBERSHIPS/S	45.00
001-300-500-0000	OFFICE SUPPLIES	48.73
001-300-510-0000	CLEANING & JANITORIAL	1,761.73
001-300-535-0530	UNIFORM ALLOWANCES	1,949.07
001-300-560-0000	MATERIALS & SUPPLIES	600.34
001-300-611-0000	TELEPHONE	104.07
001-300-625-0000	UTILITIES	34.45
001-300-630-0000	GENERAL REPAIRS & MA	189.14
001-301-499-0000	TEMP AGENCY EXPENSE	9,525.80
001-301-525-0000	GAS AND OIL	498.59
001-301-535-0530	UNIFORM ALLOWANCES	-479.22
001-301-543-0000	CHEMICALS	619.20
001-301-548-0000	SMALL TOOLS & EQUIP	29.16
001-301-560-0000	MATERIALS & SUPPLIES	3,997.36
001-301-563-0000	REPAIR PARTS & SUPPLIE	2,543.33
001-301-566-0000	SIGNS AND SIGN MATER	1,137.00
001-301-611-0000	TELEPHONE	55.42
001-301-625-0000	UTILITIES	11,732.74

Account Summary

Account Number	Account Name	Expense Amount
001-301-630-0000	GENERAL REPAIRS & MA	5,148.88
001-301-902-0000	ASPHALT	2,860.00
001-350-560-0000	MATERIALS & SUPPLIES	939.46
001-350-635-0000	RENTALS	386.68
001-351-560-0000	MATERIALS & SUPPLIES	2,869.98
001-352-548-0000	SMALL TOOLS & EQUIP	600.00
001-352-560-0000	MATERIALS & SUPPLIES	1,406.85
001-352-611-0000	TELEPHONE	55.42
001-352-631-0000	DRAINAGE REPAIR PART	11,428.46
001-352-906-0000	DRAINAGE PROJECTS	13,433.79
001-353-546-0000	LANDSCAPE MATERIALS	1,054.73
001-550-499-0000	TEMP AGENCY EXPENSE	1,328.69
001-550-500-0000	OFFICE SUPPLIES	208.56
001-550-510-0000	CLEANING & JANITORIAL	2,161.31
001-550-525-0000	GAS AND OIL	47.00
001-550-535-0531	UNIFORMS	543.66
001-550-540-0540	AFTER SCHOOL SUMME	1,611.26
001-550-540-0541	ATHLETIC SUPPLIES	9,652.50
001-550-548-0000	SMALL TOOLS & EQUIP	168.35
001-550-560-0000	MATERIALS & SUPPLIES	1,352.09
001-550-563-0000	REPAIR PARTS & SUPPLIE	2,106.03
001-550-575-0000	VEHICLE REPAIR PARTS	68.96
001-550-611-0000	TELEPHONE	160.03
001-550-613-0000	INTERNET SERVICE - SPA	135.56
001-550-625-0000	UTILITIES	7,203.70
001-550-630-0000	GENERAL REPAIRS & MA	1,317.30
001-550-688-0000	SPECIAL SERVICES	7,344.00
007-650-600-0000	CITY WEBSITE	10,437.10
007-650-600-0001	MARY C WEBSITE	250.00
008-255-916-0000	MACHINERY & EQUIPME	261.30
008-550-911-0925	MLK PARK	2,799.56
008-550-911-0928	FT MAUREPAS	260.00
010-140-566-0000	FESTIVAL SIGNS AND MA	575.00
010-140-703-0004	CHRISTMAS	675.96
010-140-703-0007	CEMETERY TOUR - MAR	7.80
020-121-511-0000	SUPPLIES	11.24
100-301-630-0000	REPAIRS & MAINT - ROA	53,508.00
101-510-630-0000	GENERAL REPAIRS & MA	4,836.03
161-800-850-0000	LEASE - TURNOUT GEAR	20,628.23
174-405-560-0000	MATERIALS AND SUPPLI	1,200.00
304-330-600-0000	ENGINEERING - FRONT B	27,600.50
328-300-911-0002	CONSTRUCTION - WASH.	3,000.00
329-330-911-0000	CONSTRUCTION COST	39,571.30
401-300-602-0000	COMPUTER SOFTWARE	3,096.88
401-300-604-0000	PHYSICAL EXAMS & TEST	301.00
401-300-610-0000	ADVERTISING	49.72
401-320-688-0000	COMFORT STATIONS	325.00
401-710-535-0531	UNIFORMS	16.83
401-710-548-0000	SMALL TOOLS & EQUIP	495.00
401-710-560-0000	MATERIALS & SUPPLIES	81.64
401-710-611-0000	TELEPHONE	69.74
401-710-918-0000	WATER METERS AND RE	965.00
401-750-499-0000	TEMP AGENCY EXPENSE	4,817.93
401-750-535-0530	UNIFORM ALLOWANCES	692.85
401-750-543-0000	CHEMICALS	2,872.57
401-750-560-0000	MATERIALS & SUPPLIES	3,069.81
401-750-571-0000	UTILITY SYSTEMS PARTS	2,900.00
401-750-600-0602	ATTORNEY FEES - CONTR	1,080.00

Account Summary

Account Number	Account Name	Expense Amount
401-750-611-0000	TELEPHONE	55.42
401-750-625-0000	UTILITIES	4,015.98
401-750-630-0000	GENERAL REPAIRS & MA	1,607.82
401-750-686-0000	DUES/MEMBERSHIPS/S	50.00
401-750-691-0000	WATER SERVICE JCUA	13,584.00
401-750-691-0001	WATER SERVICE (JCUA) -	371.11
401-751-499-0000	TEMP AGENCY EXPENSE	786.04
401-751-543-0000	CHEMICALS	2,433.76
401-751-548-0000	SMALL TOOLS & EQUIP	286.78
401-751-560-0000	MATERIALS & SUPPLIES	387.79
401-751-571-0000	UTILITY SYSTEMS PARTS	2,812.67
401-751-600-0602	ATTORNEY FEES - CONTR	1,080.00
401-751-611-0000	TELEPHONE	104.07
401-751-625-0000	UTILITIES	2,727.18
401-751-630-0000	GENERAL REPAIRS & MA	3,715.51
401-751-691-0000	WATER SERVICE JCUA	210,454.00
401-751-923-0908	SEWER IMPROVEMENTS	10,191.51
551-551-630-0000	GENERAL REPAIRS & MA	113.49
	Grand Total:	716,367.80

Project Account Summary

Project Account Key	Expense Amount
None	716,367.80
Grand Total:	716,367.80



Ocean Springs, MS

Budget Report Account Summary

For Fiscal: 2022 - 2023 Period Ending: 02/28/2023

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Fund: 001 - GENERAL								
Department: 001 - GENERAL								
Category: 20 - Taxes								
<u>001-001-200-0000</u>	REAL TAXES	4,003,849.27	4,003,849.27	0.00	1,056,490.80	0.00	-2,947,358.47	26.39 %
<u>001-001-201-0000</u>	AUTOMOBILE TAXES	578,869.77	578,869.77	0.00	213,617.48	0.00	-365,252.29	36.90 %
<u>001-001-202-0000</u>	PERSONAL PROPERTY TAXES	241,195.74	241,195.74	0.00	150,250.88	0.00	-90,944.86	62.29 %
<u>001-001-203-0000</u>	PRIOR YEARS TAXES - REAL	600.00	600.00	0.00	157.87	0.00	-442.13	26.31 %
<u>001-001-204-0000</u>	PRIOR YEARS TAXES - AUTOMOBILE	3,000.00	3,000.00	0.00	3,381.98	0.00	381.98	112.73 %
<u>001-001-205-0000</u>	PRIOR YEARS TAXES - PERSONAL	3,000.00	3,000.00	0.00	912.58	0.00	-2,087.42	30.42 %
<u>001-001-206-0000</u>	PAYMENTS IN LIEU OF TAXES	1,000.00	1,000.00	0.00	0.00	0.00	-1,000.00	0.00 %
<u>001-001-210-0000</u>	PENALTIES & INTEREST ON TAXES	20,000.00	20,000.00	0.00	2,814.62	0.00	-17,185.38	14.07 %
<u>001-001-211-0000</u>	CHANCERY CLERK LAND REDEMPTION	30,000.00	30,000.00	0.00	6,425.74	0.00	-23,574.26	21.42 %
Category: 20 - Taxes Total:		4,881,514.78	4,881,514.78	0.00	1,434,051.95	0.00	-3,447,462.83	29.38%
Category: 21 - Other Taxes								
<u>001-001-208-0000</u>	HOMESTEAD EXEMPTION REIMBURSE	300,000.00	300,000.00	0.00	0.00	0.00	-300,000.00	0.00 %
<u>001-001-215-0000</u>	GASOLINE TAX	14,000.00	14,000.00	0.00	8,784.56	0.00	-5,215.44	62.75 %
<u>001-001-216-0001</u>	FRANCHISE TAX - MS POWER COMPANY	475,000.00	475,000.00	110,502.30	270,843.31	0.00	-204,156.69	57.02 %
<u>001-001-216-0002</u>	FRANCHISE TAX - SINGING RIVER ELECTRIC	142,000.00	142,000.00	0.00	81,370.26	0.00	-60,629.74	57.30 %
<u>001-001-216-0003</u>	FRANCHISE TAX - CABLE ONE (SPARKLIGHT)	128,000.00	128,000.00	0.00	27,961.16	0.00	-100,038.84	21.84 %
<u>001-001-216-0004</u>	FRANCHISE TAX - CENTERPOINT ENERGY	62,000.00	62,000.00	0.00	0.00	0.00	-62,000.00	0.00 %
<u>001-001-216-0005</u>	FRANCHISE TAX - BELL SOUTH / AT&T	58,000.00	58,000.00	0.00	23,012.18	0.00	-34,987.82	39.68 %
<u>001-001-216-0006</u>	FRANCHISE TAX - TELEPAK	685.00	685.00	0.00	19.60	0.00	-665.40	2.86 %
<u>001-001-223-0000</u>	ABC TAX	75,000.00	75,000.00	0.00	36,675.00	0.00	-38,325.00	48.90 %
Category: 21 - Other Taxes Total:		1,254,685.00	1,254,685.00	110,502.30	448,666.07	0.00	-806,018.93	35.76%
Category: 22 - Licenses and Permits								
<u>001-001-220-0000</u>	PRIVILEGE LICENSES	42,000.00	42,000.00	155.22	30,257.96	0.00	-11,742.04	72.04 %
<u>001-001-221-0000</u>	FOOD TRUCK VENDOR LICENSE	1,000.00	1,000.00	0.00	0.00	0.00	-1,000.00	0.00 %
<u>001-001-222-0000</u>	BUILDING PERMITS	250,000.00	250,000.00	6,051.00	86,711.00	0.00	-163,289.00	34.68 %
<u>001-001-224-0000</u>	GOLF CART LICENSE	10,000.00	10,000.00	280.00	8,060.00	0.00	-1,940.00	80.60 %
<u>001-001-225-0000</u>	OTHER PLANNING FEES/PERMITS	20,000.00	20,000.00	700.00	8,793.51	0.00	-11,206.49	43.97 %
Category: 22 - Licenses and Permits Total:		323,000.00	323,000.00	7,186.22	133,822.47	0.00	-189,177.53	41.43%
Category: 23 - Intergovernmental Revenues								
<u>001-001-230-0000</u>	GRANT-FBI O/T	18,500.00	18,500.00	0.00	1,710.41	0.00	-16,789.59	9.25 %
<u>001-001-231-0000</u>	GRANT - HIDTA VEHICLE	8,400.00	8,400.00	0.00	2,100.00	0.00	-6,300.00	25.00 %
<u>001-001-250-0000</u>	MUNICIPAL REVOLVING FUND	10,000.00	10,000.00	511.91	10,159.38	0.00	159.38	101.59 %

EXHIBIT # 9-b

Budget Report

For Fiscal: 2022 - 2023 Period Ending: 02/28/2023

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
<u>001-001-260-0000</u>	GENERAL SALES TAX	6,000,000.00	6,000,000.00	0.00	2,369,541.31	0.00	-3,630,458.69	39.49 %
<u>001-001-275-0201</u>	Grant - HIDTA O/T	0.00	0.00	0.00	1,164.60	0.00	1,164.60	0.00 %
Category: 23 - Intergovernmental Revenues Total:		6,036,900.00	6,036,900.00	511.91	2,384,675.70	0.00	-3,652,224.30	39.50%
Category: 28 - Charges for Government Services								
<u>001-001-285-0000</u>	DISPATCH SERVICE REVENUE	12,000.00	12,000.00	0.00	3,000.00	0.00	-9,000.00	25.00 %
Category: 28 - Charges for Government Services Total:		12,000.00	12,000.00	0.00	3,000.00	0.00	-9,000.00	25.00%
Category: 31 - Culture and Recreation								
<u>001-001-316-0001</u>	AFTER SCHOOL/SUMMER CAMP FEES	230,000.00	230,000.00	3,036.00	66,781.00	0.00	-163,219.00	29.04 %
<u>001-001-316-0002</u>	ATHLETIC PROGRAM REGISTRATION FEES	50,000.00	50,000.00	0.00	34,655.24	0.00	-15,344.76	69.31 %
<u>001-001-316-0003</u>	PARKS DEPT - OTHER INCOME	45,000.00	45,000.00	50.00	5,039.73	0.00	-39,960.27	11.20 %
<u>001-001-316-0004</u>	POTTERY PROGRAMS	0.00	0.00	5,000.00	23,280.00	0.00	23,280.00	0.00 %
Category: 31 - Culture and Recreation Total:		325,000.00	325,000.00	8,086.00	129,755.97	0.00	-195,244.03	39.92%
Category: 33 - Fines and Forfeits								
<u>001-001-330-0330</u>	COURT LATE FEES	1,500.00	1,500.00	0.00	326.75	0.00	-1,173.25	21.78 %
<u>001-001-330-0331</u>	COURT FINES	325,000.00	325,000.00	1,567.75	69,669.37	0.00	-255,330.63	21.44 %
<u>001-001-330-0332</u>	COURT OPERATION FEES	55,000.00	55,000.00	329.75	11,173.58	0.00	-43,826.42	20.32 %
<u>001-001-330-0333</u>	COURT TECH FEE	40,000.00	40,000.00	210.00	6,746.50	0.00	-33,253.50	16.87 %
<u>001-001-330-0335</u>	COURT ADMINISTRATION FEES	500.00	500.00	10.00	545.00	0.00	45.00	109.00 %
<u>001-001-331-0000</u>	INSURANCE DIVERSION REVENUE	200,000.00	0.00	0.00	0.00	0.00	0.00	0.00 %
Category: 33 - Fines and Forfeits Total:		622,000.00	422,000.00	2,117.50	88,461.20	0.00	-333,538.80	20.96%
Category: 34 - Miscellaneous								
<u>001-001-234-0000</u>	OSSD COLLECTION FEE	37,392.00	37,392.00	0.00	0.00	0.00	-37,392.00	0.00 %
<u>001-001-262-0000</u>	PRO RATA COUNTY ROAD TAX	910,000.00	910,000.00	0.00	60,487.19	0.00	-849,512.81	6.65 %
<u>001-001-317-0000</u>	SPECIAL EVENT FEES	1,000.00	1,000.00	150.00	1,180.00	0.00	180.00	118.00 %
<u>001-001-340-0000</u>	INTEREST EARNED	15,000.00	215,000.00	0.00	110,160.08	0.00	-104,839.92	51.24 %
<u>001-001-341-0000</u>	TOWER LEASE - AT&T	9,600.00	9,600.00	800.00	4,000.00	0.00	-5,600.00	41.67 %
<u>001-001-341-0001</u>	TOWER LEASE - CELLULAR SOUTH	21,600.00	21,600.00	0.00	2,200.00	0.00	-19,400.00	10.19 %
<u>001-001-341-0002</u>	LEASE - DEENA RD FIRESTATION (ACADIAN)	12,000.00	12,000.00	0.00	4,627.03	0.00	-7,372.97	38.56 %
<u>001-001-341-0340</u>	CIVIC CENTER USE FEES	20,000.00	20,000.00	0.00	34,450.00	0.00	14,450.00	172.25 %
<u>001-001-341-0341</u>	COMM CENTER RENTAL FEE	5,000.00	5,000.00	-600.00	5,400.00	0.00	400.00	108.00 %
<u>001-001-341-0342</u>	RYAN YOUTH CENTER RENTAL FEE	2,500.00	2,500.00	-200.00	1,100.00	0.00	-1,400.00	44.00 %
<u>001-001-341-0343</u>	SR CITIZEN RENTAL FEES	1,000.00	1,000.00	0.00	800.00	0.00	-200.00	80.00 %
<u>001-001-341-0345</u>	PARK & RECREATION RENTALS	18,000.00	18,000.00	0.00	4,015.00	0.00	-13,985.00	22.31 %
<u>001-001-341-0346</u>	FORT MAUREPAS RENTALS	1,000.00	1,000.00	0.00	1,000.00	0.00	0.00	100.00 %
Category: 34 - Miscellaneous Total:		1,054,092.00	1,254,092.00	150.00	229,419.30	0.00	-1,024,672.70	18.29%
Category: 35 - Miscellaneous								
<u>001-001-352-0000</u>	JACKSON COUNTY BOS REVENUE	238,000.00	238,000.00	0.00	0.00	0.00	-238,000.00	0.00 %
<u>001-001-352-0002</u>	JACKSON COUNTY - MARY C FLOW THROUGH	20,000.00	20,000.00	0.00	0.00	0.00	-20,000.00	0.00 %
<u>001-001-354-0000</u>	LOCAL: REIMB TRAINING PUB SAFY	7,500.00	7,500.00	0.00	0.00	0.00	-7,500.00	0.00 %
<u>001-001-357-0000</u>	TRAINING FEE REIMBURSEMENT	4,000.00	4,000.00	0.00	1,800.00	0.00	-2,200.00	45.00 %

Budget Report

For Fiscal: 2022 - 2023 Period Ending: 02/28/2023

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
001-001-359-0000	OTHER INCOME	85,000.00	85,000.00	552.60	77,772.40	0.00	-7,227.60	91.50 %
Category: 35 - Miscellaneous Total:		354,500.00	354,500.00	552.60	79,572.40	0.00	-274,927.60	22.45%
Category: 38 - Transfers and Non Revenue Receipts								
001-001-380-0001	DONATIONS- MYC	0.00	0.00	0.00	3,464.00	0.00	3,464.00	0.00 %
001-001-380-0002	TRANSFER FROM ENTERPRISE	9,475.00	9,475.00	0.00	9,475.00	0.00	0.00	100.00 %
001-001-380-0383	TRANSFER FROM OTHER FUNDS	667,089.00	667,089.00	0.00	0.00	0.00	-667,089.00	0.00 %
001-001-380-0384	TRANSFER FROM 2% - FESTIVAL OVERTIME	0.00	0.00	0.00	35,000.00	0.00	35,000.00	0.00 %
001-001-385-0000	WORKING CASH	1,139,000.00	1,139,000.00	0.00	0.00	0.00	-1,139,000.00	0.00 %
Category: 38 - Transfers and Non Revenue Receipts Total:		1,815,564.00	1,815,564.00	0.00	47,939.00	0.00	-1,767,625.00	2.64%
Department: 001 - GENERAL Total:		16,679,255.78	16,679,255.78	129,106.53	4,979,364.06	0.00	-11,699,891.72	29.85%
Department: 100 - Board of Aldermen								
Category: 40 - Personnel Services								
001-100-420-0000	SALARIES	98,398.00	98,398.00	0.00	32,799.20	0.00	65,598.80	33.33 %
001-100-460-0000	STATE RETIREMENT-CITY'S SHARE	17,122.00	17,122.00	0.00	5,706.96	0.00	11,415.04	33.33 %
001-100-470-0000	FICA TAXES - CITY'S SHARE	7,528.00	7,528.00	0.00	2,392.56	0.00	5,135.44	31.78 %
001-100-480-0000	EMPLOYEE GROUP INSURANCE	25,602.00	25,602.00	0.00	8,445.74	0.00	17,156.26	32.99 %
001-100-491-0000	WORKERS' COMPENSATION	266.00	0.00	0.00	0.00	0.00	0.00	0.00 %
Category: 40 - Personnel Services Total:		148,916.00	148,650.00	0.00	49,344.46	0.00	99,305.54	33.20%
Category: 60 - Contractual Services								
001-100-600-0601	ANNEXATION FEES	50,000.00	50,000.00	314.00	28,845.56	0.00	21,154.44	57.69 %
001-100-603-0000	COMPUTER HARDWARE	0.00	5,000.00	0.00	4,678.11	0.00	321.89	93.56 %
001-100-605-0607	TRAVEL/TRAINING/SEMINARS	9,000.00	9,000.00	0.00	2,012.00	0.00	6,988.00	22.36 %
001-100-686-0000	DUES/MEMBERSHIPS/SUBSCRIPTIONS	5,833.00	5,833.00	0.00	5,828.70	0.00	4.30	99.93 %
001-100-699-0000	OTHER SERVICES & CHARGES	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.00 %
Category: 60 - Contractual Services Total:		65,833.00	70,833.00	314.00	41,364.37	0.00	29,468.63	58.40%
Category: 70 - Grants, Subsidies, & Allocations								
001-100-701-0000	GRANT MATCHES	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	0.00 %
001-100-702-0000	COMMUNITY OUTREACH	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.00 %
001-100-703-0000	MISC PROMOTIONS	4,000.00	4,000.00	0.00	200.00	0.00	3,800.00	5.00 %
Category: 70 - Grants, Subsidies, & Allocations Total:		64,000.00	64,000.00	0.00	200.00	0.00	63,800.00	0.31%
Category: 90 - Capital Outlay								
001-100-924-0900	AT-LARGE CAPITAL IMPROVEMENTS	6,000.00	7,600.00	0.00	0.00	1,600.00	6,000.00	21.05 %
001-100-924-0901	WARD 1 CAPITAL IMPROVEMENTS	6,000.00	6,000.00	430.00	1,130.00	0.00	4,870.00	18.83 %
001-100-924-0902	WARD 2 CAPITAL IMPROVEMENTS	6,000.00	6,000.00	0.00	919.50	0.00	5,080.50	15.33 %
001-100-924-0903	WARD 3 CAPITAL IMPROVEMENTS	6,000.00	6,711.00	0.00	711.00	0.00	6,000.00	10.59 %
001-100-924-0904	WARD 4 CAPITAL IMPROVEMENTS	6,000.00	6,000.00	0.00	1,251.00	3,035.00	1,714.00	71.43 %
001-100-924-0905	WARD 5 CAPITAL IMPROVEMENTS	6,000.00	6,000.00	0.00	0.00	0.00	6,000.00	0.00 %
001-100-924-0906	WARD 6 CAPITAL IMPROVEMENTS	6,000.00	7,448.73	0.00	0.00	1,448.73	6,000.00	19.45 %
Category: 90 - Capital Outlay Total:		42,000.00	45,759.73	430.00	4,011.50	6,083.73	35,664.50	22.06%

Budget Report

For Fiscal: 2022 - 2023 Period Ending: 02/28/2023

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Category: 95 - Transfers Out								
<u>001-100-950-0955</u>	TRANSFER TO MUNICIPAL RESERVE FUND	200,000.00	200,000.00	0.00	200,000.00	0.00	0.00	100.00 %
<u>001-100-950-0956</u>	TRANSFER TO MARY C NON-PROFIT	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00	0.00 %
Category: 95 - Transfers Out Total:		220,000.00	220,000.00	0.00	200,000.00	0.00	20,000.00	90.91%
Department: 100 - Board of Aldermen Total:		540,749.00	549,242.73	744.00	294,920.33	6,083.73	248,238.67	54.80%
Department: 110 - COURT DEPARTMENT								
Category: 40 - Personnel Services								
<u>001-110-420-0000</u>	SALARIES	151,022.00	151,022.00	0.00	42,013.04	0.00	109,008.96	27.82 %
<u>001-110-430-0402</u>	OVERTIME PAY	0.00	0.00	0.00	2,862.05	0.00	-2,862.05	0.00 %
<u>001-110-460-0000</u>	STATE RETIREMENT-CITY'S SHARE	26,278.00	26,278.00	0.00	7,808.30	0.00	18,469.70	29.71 %
<u>001-110-470-0000</u>	FICA TAXES - CITY'S SHARE	11,553.00	11,553.00	0.00	3,179.94	0.00	8,373.06	27.52 %
<u>001-110-480-0000</u>	EMPLOYEE GROUP INSURANCE	51,042.00	51,042.00	0.00	11,904.04	0.00	39,137.96	23.32 %
<u>001-110-491-0000</u>	WORKERS' COMPENSATION	408.00	0.00	0.00	0.00	0.00	0.00	0.00 %
Category: 40 - Personnel Services Total:		240,303.00	239,895.00	0.00	67,767.37	0.00	172,127.63	28.25%
Category: 50 - Supplies								
<u>001-110-500-0000</u>	OFFICE SUPPLIES	2,200.00	2,200.00	0.00	112.16	0.00	2,087.84	5.10 %
<u>001-110-535-0531</u>	UNIFORMS	440.00	440.00	0.00	63.00	328.42	48.58	88.96 %
<u>001-110-560-0000</u>	MATERIALS & SUPPLIES	3,300.00	3,300.00	0.00	0.00	1,073.00	2,227.00	32.52 %
Category: 50 - Supplies Total:		5,940.00	5,940.00	0.00	175.16	1,401.42	4,363.42	26.54%
Category: 60 - Contractual Services								
<u>001-110-600-0600</u>	CONTRACTUAL SERVICES	14,000.00	14,000.00	0.00	1,566.00	495.00	11,939.00	14.72 %
<u>001-110-602-0000</u>	COMPUTER SOFTWARE & SUPPORT	0.00	91,569.00	128.00	303.10	91,369.00	-103.10	100.11 %
<u>001-110-605-0607</u>	TRAVEL/TRAINING/SEMINARS	1,200.00	1,200.00	0.00	125.00	0.00	1,075.00	10.42 %
<u>001-110-611-0000</u>	TELEPHONE	432.00	432.00	34.87	139.39	0.00	292.61	32.27 %
<u>001-110-630-0000</u>	GENERAL REPAIRS & MAINTENANCE	1,650.00	2,100.00	39.19	140.55	1,859.45	100.00	95.24 %
<u>001-110-699-0000</u>	OTHER SERVICES & CHARGES	550.00	550.00	0.00	0.00	0.00	550.00	0.00 %
Category: 60 - Contractual Services Total:		17,832.00	109,851.00	202.06	2,274.04	93,723.45	13,853.51	87.39%
Department: 110 - COURT DEPARTMENT Total:		264,075.00	355,686.00	202.06	70,216.57	95,124.87	190,344.56	46.49%
Department: 120 - EXECUTIVE MAYOR								
Category: 40 - Personnel Services								
<u>001-120-420-0000</u>	SALARIES	122,700.00	122,700.00	0.00	41,700.92	0.00	80,999.08	33.99 %
<u>001-120-460-0000</u>	STATE RETIREMENT-CITY'S SHARE	21,350.00	21,350.00	0.00	7,256.00	0.00	14,094.00	33.99 %
<u>001-120-470-0000</u>	FICA TAXES - CITY'S SHARE	9,387.00	9,387.00	0.00	3,080.24	0.00	6,306.76	32.81 %
<u>001-120-480-0000</u>	EMPLOYEE GROUP INSURANCE	22,861.00	22,861.00	0.00	6,186.74	0.00	16,674.26	27.06 %
<u>001-120-491-0000</u>	WORKERS' COMPENSATION	1,423.00	0.00	0.00	0.00	0.00	0.00	0.00 %
Category: 40 - Personnel Services Total:		177,721.00	176,298.00	0.00	58,223.90	0.00	118,074.10	33.03%
Category: 50 - Supplies								
<u>001-120-500-0000</u>	OFFICE SUPPLIES	2,200.00	2,200.00	0.00	742.60	70.00	1,387.40	36.94 %
<u>001-120-535-0531</u>	UNIFORMS	600.00	1,000.00	0.00	530.51	-173.29	642.78	35.72 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
<u>001-120-549-0544</u>	SPECIAL PROJECTS SUPPLIES	2,000.00	2,000.00	0.00	503.36	0.00	1,496.64	25.17 %
<u>001-120-551-0000</u>	YOUTH COUNCIL EVENTS	0.00	1,250.00	0.00	1,000.09	29.60	220.31	82.38 %
<u>001-120-552-0000</u>	YOUTH COUNCIL SUPPLIES	2,500.00	1,250.00	0.00	255.49	0.00	994.51	20.44 %
Category: 50 - Supplies Total:		7,300.00	7,700.00	0.00	3,032.05	-73.69	4,741.64	38.42%
Category: 60 - Contractual Services								
<u>001-120-600-0000</u>	COMPREHENSIVE PLAN	35,000.00	35,000.00	7,317.18	18,402.40	0.00	16,597.60	52.58 %
<u>001-120-600-0602</u>	ATTORNEY FEES	118,800.00	118,800.00	9,900.40	39,600.40	0.00	79,199.60	33.33 %
<u>001-120-600-0603</u>	Attorney - Non Contract	40,000.00	40,000.00	682.00	11,287.93	0.00	28,712.07	28.22 %
<u>001-120-600-0611</u>	ENGINEERING - PUBLIC WORKS	30,000.00	30,000.00	0.00	3,097.50	0.00	26,902.50	10.33 %
<u>001-120-600-0612</u>	ENGINEERING FEES	30,000.00	30,000.00	0.00	3,328.50	0.00	26,671.50	11.10 %
<u>001-120-602-0000</u>	COMPUTER SOFTWARE & SUPPORT	2,248.00	2,248.00	0.00	295.97	0.00	1,952.03	13.17 %
<u>001-120-603-0000</u>	COMPUTER HARDWARE	4,000.00	4,000.00	0.00	1,640.94	0.00	2,359.06	41.02 %
<u>001-120-605-0607</u>	TRAVEL/TRAINING/SEMINARS	6,000.00	6,000.00	111.58	1,374.66	0.00	4,625.34	22.91 %
<u>001-120-608-0000</u>	LOBBYISTS / CONSULTANTS	48,000.00	48,000.00	0.00	9,900.00	0.00	38,100.00	20.63 %
<u>001-120-611-0000</u>	TELEPHONE	1,132.00	1,132.00	104.61	418.17	0.00	713.83	36.94 %
<u>001-120-630-0000</u>	GENERAL REPAIRS & MAINTENANCE	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	0.00 %
<u>001-120-686-0000</u>	DUES/MEMBERSHIPS/SUBSCRIPTIONS	400.00	400.00	0.00	47.00	0.00	353.00	11.75 %
<u>001-120-699-0000</u>	OTHER SERVICES & CHARGES	11,377.00	24,816.38	559.00	8,913.79	0.00	15,902.59	35.92 %
Category: 60 - Contractual Services Total:		329,457.00	342,896.38	18,674.77	98,307.26	0.00	244,589.12	28.67%
Category: 70 - Grants, Subsidies, & Allocations								
<u>001-120-703-0000</u>	MISC PROMOTIONS	5,000.00	5,000.00	0.00	1,867.17	739.80	2,393.03	52.14 %
Category: 70 - Grants, Subsidies, & Allocations Total:		5,000.00	5,000.00	0.00	1,867.17	739.80	2,393.03	52.14%
Category: 90 - Capital Outlay								
<u>001-120-915-0000</u>	VEHICLES	0.00	30,000.00	28,020.00	28,020.00	2,084.98	-104.98	100.35 %
Category: 90 - Capital Outlay Total:		0.00	30,000.00	28,020.00	28,020.00	2,084.98	-104.98	100.35%
Department: 120 - EXECUTIVE MAYOR Total:		519,478.00	561,894.38	46,694.77	189,450.38	2,751.09	369,692.91	34.21%
Department: 140 - SUPERVISION & FINANCE								
Category: 40 - Personnel Services								
<u>001-140-420-0000</u>	SALARIES	166,579.00	166,579.00	0.00	57,954.42	0.00	108,624.58	34.79 %
<u>001-140-430-0402</u>	OVERTIME PAY	3,000.00	3,000.00	0.00	581.02	0.00	2,418.98	19.37 %
<u>001-140-460-0000</u>	STATE RETIREMENT-CITY'S SHARE	29,507.00	29,507.00	0.00	10,100.73	0.00	19,406.27	34.23 %
<u>001-140-470-0000</u>	FICA TAXES - CITY'S SHARE	12,973.00	12,973.00	0.00	4,332.82	0.00	8,640.18	33.40 %
<u>001-140-480-0000</u>	EMPLOYEE GROUP INSURANCE	8,839.00	8,839.00	0.00	2,946.40	0.00	5,892.60	33.33 %
<u>001-140-491-0000</u>	WORKERS' COMPENSATION	458.00	0.00	0.00	0.00	0.00	0.00	0.00 %
Category: 40 - Personnel Services Total:		221,356.00	220,898.00	0.00	75,915.39	0.00	144,982.61	34.37%
Category: 50 - Supplies								
<u>001-140-500-0000</u>	OFFICE SUPPLIES	7,700.00	7,700.00	131.57	1,765.71	256.91	5,677.38	26.27 %
<u>001-140-501-0000</u>	OFFICE FURNITURE & EQUIPMENT	0.00	0.00	168.88	168.88	0.00	-168.88	0.00 %
<u>001-140-535-0531</u>	UNIFORMS	600.00	600.00	0.00	83.65	0.00	516.35	13.94 %
<u>001-140-560-0000</u>	MATERIALS & SUPPLIES	1,320.00	1,320.00	0.00	650.64	0.00	669.36	49.29 %

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<u>001-140-563-0000</u>	REPAIR PARTS & SUPPLIES	550.00	550.00	0.00	0.00	0.00	550.00	0.00 %
Category: 50 - Supplies Total:		10,170.00	10,170.00	300.45	2,668.88	256.91	7,244.21	28.77%
Category: 60 - Contractual Services								
<u>001-140-600-0600</u>	CONTRACTUAL SERVICES	51,135.00	66,641.00	0.00	11,475.56	810.00	54,355.44	18.44 %
<u>001-140-602-0000</u>	COMPUTER SOFTWARE & SUPPORT	147,126.00	147,126.00	9,312.62	48,632.07	65,012.34	33,481.59	77.24 %
<u>001-140-602-0001</u>	SOFTWARE PURCHASE	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.00 %
<u>001-140-603-0000</u>	COMPUTER HARDWARE	105,750.00	105,750.00	0.00	50,336.49	15,500.10	39,913.41	62.26 %
<u>001-140-605-0607</u>	TRAVEL/TRAINING/SEMINARS	4,000.00	4,000.00	49.50	1,871.96	0.00	2,128.04	46.80 %
<u>001-140-606-0000</u>	POSTAGE	9,000.00	9,000.00	0.00	2,776.71	0.00	6,223.29	30.85 %
<u>001-140-610-0000</u>	ADVERTISING	5,000.00	5,000.00	0.00	1,037.06	0.00	3,962.94	20.74 %
<u>001-140-611-0000</u>	TELEPHONE	432.00	432.00	34.87	139.39	0.00	292.61	32.27 %
<u>001-140-612-0000</u>	TELEPHONE - KLOUD 7	48,000.00	48,000.00	4,027.98	20,039.90	0.00	27,960.10	41.75 %
<u>001-140-613-0000</u>	CITYWIDE INTERNET SERVICE	34,462.00	34,462.00	3,268.08	16,340.40	0.00	18,121.60	47.42 %
<u>001-140-615-0000</u>	PRINTING & BINDING	1,320.00	1,320.00	0.00	431.25	0.00	888.75	32.67 %
<u>001-140-625-0000</u>	UTILITIES	17,640.00	17,640.00	0.00	6,035.74	0.00	11,604.26	34.22 %
<u>001-140-630-0000</u>	GENERAL REPAIRS & MAINTENANCE	8,800.00	8,800.00	410.00	2,934.73	4,606.84	1,258.43	85.70 %
<u>001-140-643-0000</u>	CITY WIDE BUILDING MAINTENANCE	44,265.00	44,265.00	84.80	194.41	9,472.53	34,598.06	21.84 %
<u>001-140-680-0000</u>	AD VALOREM COLLECTION FEES	56,000.00	56,000.00	0.00	16,400.00	0.00	39,600.00	29.29 %
<u>001-140-682-0000</u>	CEMETERY - MAINT	0.00	0.00	0.00	80.00	0.00	-80.00	0.00 %
<u>001-140-686-0000</u>	DUES/MEMBERSHIPS/SUBSCRIPTIONS	500.00	500.00	0.00	0.00	0.00	500.00	0.00 %
<u>001-140-699-0000</u>	OTHER SERVICES & CHARGES	3,000.00	3,000.00	30.00	270.00	0.00	2,730.00	9.00 %
Category: 60 - Contractual Services Total:		539,430.00	554,936.00	17,217.85	178,995.67	95,401.81	280,538.52	49.45%
Category: 90 - Capital Outlay								
<u>001-140-901-0000</u>	IMPROVEMENTS TO BUILDING	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.00 %
<u>001-140-915-0000</u>	VEHICLES	33,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.00 %
Category: 90 - Capital Outlay Total:		43,000.00	13,000.00	0.00	0.00	0.00	13,000.00	0.00%
Department: 140 - SUPERVISION & FINANCE Total:		813,956.00	799,004.00	17,518.30	257,579.94	95,658.72	445,765.34	44.21%
Department: 180 - HUMAN RESOURCES								
Category: 40 - Personnel Services								
<u>001-180-420-0000</u>	SALARIES	68,466.00	68,466.00	0.00	23,704.25	0.00	44,761.75	34.62 %
<u>001-180-460-0000</u>	STATE RETIREMENT-CITY'S SHARE	11,914.00	11,914.00	0.00	4,158.75	0.00	7,755.25	34.91 %
<u>001-180-470-0000</u>	FICA TAXES - CITY'S SHARE	5,238.00	5,238.00	0.00	1,731.87	0.00	3,506.13	33.06 %
<u>001-180-480-0000</u>	EMPLOYEE GROUP INSURANCE	11,239.00	11,239.00	0.00	3,533.40	0.00	7,705.60	31.44 %
Category: 40 - Personnel Services Total:		96,857.00	96,857.00	0.00	33,128.27	0.00	63,728.73	34.20%
Category: 50 - Supplies								
<u>001-180-500-0000</u>	OFFICE SUPPLIES	330.00	330.00	45.44	45.44	0.00	284.56	13.77 %
<u>001-180-501-0000</u>	OFFICE FURNITURE & EQUIPMENT	330.00	330.00	0.00	72.19	0.00	257.81	21.88 %
<u>001-180-535-0531</u>	UNIFORMS	220.00	220.00	0.00	0.00	0.00	220.00	0.00 %
Category: 50 - Supplies Total:		880.00	880.00	45.44	117.63	0.00	762.37	13.37%

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Category: 60 - Contractual Services								
<u>001-180-602-0000</u>	COMPUTER SOFTWARE & SUPPORT	1,100.00	1,100.00	0.00	254.97	0.00	845.03	23.18 %
<u>001-180-603-0000</u>	COMPUTER HARDWARE	0.00	0.00	2,289.30	2,289.30	0.00	-2,289.30	0.00 %
<u>001-180-604-0000</u>	PHYSICAL EXAMS & TESTING	22,000.00	22,000.00	700.00	2,202.00	0.00	19,798.00	10.01 %
<u>001-180-605-0607</u>	TRAVEL/TRAINING/SEMINARS	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0.00 %
<u>001-180-605-0608</u>	ADA CONFERENCE & TRAVEL	1,500.00	1,500.00	0.00	890.58	0.00	609.42	59.37 %
<u>001-180-610-0000</u>	ADVERTISING	1,320.00	1,320.00	0.00	433.92	0.00	886.08	32.87 %
<u>001-180-611-0000</u>	TELEPHONE	432.00	432.00	34.87	139.39	0.00	292.61	32.27 %
<u>001-180-620-0620</u>	BUILDING INSURANCE	192,000.00	192,000.00	0.00	3,847.00	0.00	188,153.00	2.00 %
<u>001-180-620-0621</u>	COMP/COLLISION INSURANCE	70,000.00	70,000.00	1,528.00	4,966.00	0.00	65,034.00	7.09 %
<u>001-180-620-0622</u>	LIABILITY INSURANCE	135,000.00	135,000.00	0.00	113,255.65	0.00	21,744.35	83.89 %
<u>001-180-620-0623</u>	LIFE INSURANCE	13,500.00	13,500.00	1,031.66	4,985.16	0.00	8,514.84	36.93 %
<u>001-180-620-0624</u>	UNEMPLOYMENT INSURANCE	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.00 %
<u>001-180-620-0626</u>	WORKERS' COMPENSATION	185.00	184,348.00	0.00	130,911.03	0.00	53,436.97	71.01 %
<u>001-180-621-0000</u>	INSURANCE DEDUCTIBLES	4,000.00	4,000.00	0.00	0.00	0.00	4,000.00	0.00 %
<u>001-180-630-0000</u>	GENERAL REPAIRS & MAINTENANCE	1,200.00	1,200.00	78.00	390.00	610.00	200.00	83.33 %
<u>001-180-681-0000</u>	BONDS	10,000.00	10,000.00	0.00	6,988.00	0.00	3,012.00	69.88 %
<u>001-180-686-0000</u>	DUES/MEMBERSHIPS/SUBSCRIPTIONS	500.00	500.00	0.00	0.00	0.00	500.00	0.00 %
<u>001-180-699-0000</u>	OTHER SERVICES & CHARGES	220.00	220.00	0.00	0.00	0.00	220.00	0.00 %
<u>001-180-699-0001</u>	SHARED COSTS - FLOW THROUGH TRAINING	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	0.00 %
Category: 60 - Contractual Services Total:		466,957.00	651,120.00	5,661.83	271,553.00	610.00	378,957.00	41.80%
Department: 180 - HUMAN RESOURCES Total:		564,694.00	748,857.00	5,707.27	304,798.90	610.00	443,448.10	40.78%
Department: 181 - CIVIL SERVICE								
Category: 40 - Personnel Services								
<u>001-181-420-0000</u>	SALARIES	4,680.00	4,680.00	0.00	1,620.00	0.00	3,060.00	34.62 %
<u>001-181-460-0000</u>	STATE RETIREMENT - CITY'S SHARE	815.00	815.00	0.00	281.88	0.00	533.12	34.59 %
<u>001-181-470-0000</u>	FICA TAXES - CITY'S SHARE	358.00	358.00	0.00	123.93	0.00	234.07	34.62 %
<u>001-181-491-0000</u>	WORKERS' COMPENSATION	13.00	0.00	0.00	0.00	0.00	0.00	0.00 %
Category: 40 - Personnel Services Total:		5,866.00	5,853.00	0.00	2,025.81	0.00	3,827.19	34.61%
Category: 50 - Supplies								
<u>001-181-560-0000</u>	MATERIALS & SUPPLIES	3,500.00	3,500.00	0.00	0.00	0.00	3,500.00	0.00 %
Category: 50 - Supplies Total:		3,500.00	3,500.00	0.00	0.00	0.00	3,500.00	0.00%
Department: 181 - CIVIL SERVICE Total:		9,366.00	9,353.00	0.00	2,025.81	0.00	7,327.19	21.66%
Department: 190 - PLANNING DEPARTMENT								
Category: 40 - Personnel Services								
<u>001-190-420-0000</u>	SALARIES	117,661.00	117,661.00	0.00	40,751.58	0.00	76,909.42	34.63 %
<u>001-190-460-0000</u>	STATE RETIREMENT-CITY'S SHARE	20,473.00	20,473.00	0.00	7,090.82	0.00	13,382.18	34.63 %
<u>001-190-470-0000</u>	FICA TAXES - CITY'S SHARE	9,001.00	9,001.00	0.00	2,950.80	0.00	6,050.20	32.78 %
<u>001-190-480-0000</u>	EMPLOYEE GROUP INSURANCE	25,657.00	25,657.00	0.00	8,427.16	0.00	17,229.84	32.85 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
001-190-491-0000	WORKERS' COMPENSATION	318.00	0.00	0.00	0.00	0.00	0.00	0.00 %
Category: 40 - Personnel Services Total:		173,110.00	172,792.00	0.00	59,220.36	0.00	113,571.64	34.27%
Category: 50 - Supplies								
001-190-500-0000	OFFICE SUPPLIES	1,430.00	1,430.00	10.70	531.38	0.00	898.62	37.16 %
001-190-535-0531	UNIFORMS	500.00	500.00	0.00	466.98	243.00	-209.98	142.00 %
001-190-560-0000	MATERIALS & SUPPLIES	300.00	300.00	0.00	80.99	0.00	219.01	27.00 %
Category: 50 - Supplies Total:		2,230.00	2,230.00	10.70	1,079.35	243.00	907.65	59.30%
Category: 60 - Contractual Services								
001-190-602-0000	COMPUTER SOFTWARE & SUPPORT	8,636.00	8,636.00	0.00	4,736.00	0.00	3,900.00	54.84 %
001-190-605-0607	TRAVEL/TRAINING/SEMINARS	2,500.00	2,500.00	0.00	905.78	0.00	1,594.22	36.23 %
001-190-606-0000	POSTAGE	500.00	500.00	0.00	500.00	0.00	0.00	100.00 %
001-190-607-0000	TRANSIT SYSTEM EXPENSE	74,000.00	74,000.00	18,500.00	37,000.00	0.00	37,000.00	50.00 %
001-190-610-0000	ADVERTISING	3,000.00	3,000.00	0.00	228.36	0.00	2,771.64	7.61 %
001-190-615-0000	PRINTING & BINDING	1,200.00	1,200.00	0.00	4.00	0.00	1,196.00	0.33 %
001-190-617-0000	GRPC DUES	7,961.00	7,961.00	0.00	7,961.00	0.00	0.00	100.00 %
001-190-630-0000	GENERAL REPAIRS & MAINTENANCE	4,000.00	4,000.00	615.33	1,538.75	2,264.63	196.62	95.08 %
001-190-683-0000	UDC COMP PLAN/ORDINANCE UPDATE	10,000.00	10,000.00	0.00	4,491.62	2,500.00	3,008.38	69.92 %
001-190-686-0000	DUES/MEMBERSHIPS/SUBSCRIPTIONS	750.00	750.00	0.00	0.00	0.00	750.00	0.00 %
Category: 60 - Contractual Services Total:		112,547.00	112,547.00	19,115.33	57,365.51	4,764.63	50,416.86	55.20%
Department: 190 - PLANNING DEPARTMENT Total:		287,887.00	287,569.00	19,126.03	117,665.22	5,007.63	164,896.15	42.66%
Department: 191 - BUILDING DEPARTMENT								
Category: 40 - Personnel Services								
001-191-420-0000	SALARIES	186,782.00	186,782.00	0.00	64,653.35	0.00	122,128.65	34.61 %
001-191-460-0000	STATE RETIREMENT-CITY'S SHARE	32,500.00	32,500.00	0.00	11,249.68	0.00	21,250.32	34.61 %
001-191-470-0000	FICA TAXES - CITY'S SHARE	14,289.00	14,289.00	0.00	4,766.46	0.00	9,522.54	33.36 %
001-191-480-0000	EMPLOYEE GROUP INSURANCE	33,081.00	33,081.00	0.00	11,027.12	0.00	22,053.88	33.33 %
001-191-491-0000	WORKERS' COMPENSATION	4,400.00	0.00	0.00	0.00	0.00	0.00	0.00 %
Category: 40 - Personnel Services Total:		271,052.00	266,652.00	0.00	91,696.61	0.00	174,955.39	34.39%
Category: 50 - Supplies								
001-191-500-0000	OFFICE SUPPLIES	1,320.00	1,320.00	74.41	447.84	47.74	824.42	37.54 %
001-191-535-0531	UNIFORMS	500.00	500.00	0.00	350.00	0.00	150.00	70.00 %
001-191-560-0000	MATERIALS & SUPPLIES	770.00	770.00	0.00	252.70	0.00	517.30	32.82 %
001-191-563-0000	REPAIR PARTS & SUPPLIES	1,320.00	1,320.00	0.00	0.00	0.00	1,320.00	0.00 %
001-191-570-0000	TIRES AND TUBES	3,300.00	3,300.00	0.00	59.50	0.00	3,240.50	1.80 %
Category: 50 - Supplies Total:		7,210.00	7,210.00	74.41	1,110.04	47.74	6,052.22	16.06%
Category: 60 - Contractual Services								
001-191-602-0000	COMPUTER SOFTWARE & SUPPORT	8,668.00	8,668.00	0.00	8,668.00	0.00	0.00	100.00 %
001-191-605-0607	TRAVEL/TRAINING/SEMINARS	4,200.00	4,200.00	0.00	425.00	0.00	3,775.00	10.12 %
001-191-606-0000	POSTAGE	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.00 %
001-191-610-0000	ADVERTISING	1,200.00	1,200.00	0.00	0.00	0.00	1,200.00	0.00 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
<u>001-191-611-0000</u>	TELEPHONE	1,320.00	1,320.00	104.61	418.17	0.00	901.83	31.68 %
<u>001-191-615-0000</u>	PRINTING & BINDING	800.00	800.00	0.00	754.00	0.00	46.00	94.25 %
<u>001-191-626-0000</u>	STORMWATER PERMIT MDEQ	20,000.00	20,000.00	1,375.00	4,125.00	12,375.00	3,500.00	82.50 %
<u>001-191-630-0000</u>	GENERAL REPAIRS & MAINTENANCE	3,300.00	3,300.00	1,276.90	1,851.14	1,220.60	228.26	93.08 %
<u>001-191-686-0000</u>	DUES/MEMBERSHIPS/SUBSCRIPTIONS	2,000.00	2,000.00	75.00	75.00	0.00	1,925.00	3.75 %
<u>001-191-687-0000</u>	LOT CLEANING	13,000.00	13,000.00	0.00	0.00	0.00	13,000.00	0.00 %
<u>001-191-689-0000</u>	TREE REMOVAL AND MAINTENANCE	42,000.00	42,000.00	180.70	12,380.70	0.00	29,619.30	29.48 %
<u>001-191-689-0001</u>	TREE CANOPY CARE	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00	0.00 %
Category: 60 - Contractual Services Total:		117,488.00	117,488.00	3,012.21	28,697.01	13,595.60	75,195.39	36.00%
Category: 90 - Capital Outlay								
<u>001-191-915-0000</u>	VEHICLES - BUILDING	33,000.00	33,000.00	0.00	28,020.00	2,084.98	2,895.02	91.23 %
<u>001-191-916-0000</u>	MACHINERY & EQUIPMENT	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.00 %
Category: 90 - Capital Outlay Total:		35,000.00	35,000.00	0.00	28,020.00	2,084.98	4,895.02	86.01%
Department: 191 - BUILDING DEPARTMENT Total:		430,750.00	426,350.00	3,086.62	149,523.66	15,728.32	261,098.02	38.76%
Department: 193 - SENIOR CITIZEN CENTER								
Category: 60 - Contractual Services								
<u>001-193-620-0620</u>	BUILDING INSURANCE	4,700.00	4,700.00	0.00	0.00	0.00	4,700.00	0.00 %
<u>001-193-625-0000</u>	UTILITIES	7,000.00	7,000.00	0.00	2,318.99	0.00	4,681.01	33.13 %
<u>001-193-630-0000</u>	GENERAL REPAIRS & MAINTENANCE	7,300.00	7,300.00	0.00	435.25	0.00	6,864.75	5.96 %
<u>001-193-640-0000</u>	AID TO OTHER GOVERNMENTS	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.00 %
Category: 60 - Contractual Services Total:		24,000.00	24,000.00	0.00	2,754.24	0.00	21,245.76	11.48%
Department: 193 - SENIOR CITIZEN CENTER Total:		24,000.00	24,000.00	0.00	2,754.24	0.00	21,245.76	11.48%
Department: 194 - COMMUNITY CENTER								
Category: 60 - Contractual Services								
<u>001-194-613-0000</u>	INTERNET SERVICE	1,320.00	1,320.00	0.00	214.00	0.00	1,106.00	16.21 %
<u>001-194-620-0620</u>	BUILDING INSURANCE	5,200.00	5,200.00	0.00	0.00	0.00	5,200.00	0.00 %
<u>001-194-620-0625</u>	W A MURAL INSURANCE	12,480.00	12,480.00	0.00	12,480.00	0.00	0.00	100.00 %
<u>001-194-625-0000</u>	UTILITIES	8,400.00	8,400.00	0.00	5,112.82	0.00	3,287.18	60.87 %
<u>001-194-630-0000</u>	GENERAL REPAIRS & MAINTENANCE	3,300.00	3,300.00	74.00	1,203.20	817.50	1,279.30	61.23 %
Category: 60 - Contractual Services Total:		30,700.00	30,700.00	74.00	19,010.02	817.50	10,872.48	64.58%
Department: 194 - COMMUNITY CENTER Total:		30,700.00	30,700.00	74.00	19,010.02	817.50	10,872.48	64.58%
Department: 195 - CIVIC CENTER								
Category: 60 - Contractual Services								
<u>001-195-620-0620</u>	BUILDING INSURANCE	24,200.00	24,200.00	0.00	0.00	0.00	24,200.00	0.00 %
<u>001-195-625-0000</u>	UTILITIES	28,500.00	28,500.00	1,609.54	9,574.91	0.00	18,925.09	33.60 %
<u>001-195-630-0000</u>	GENERAL REPAIRS & MAINTENANCE	11,000.00	11,000.00	214.16	9,381.64	1,151.34	467.02	95.75 %
Category: 60 - Contractual Services Total:		63,700.00	63,700.00	1,823.70	18,956.55	1,151.34	43,592.11	31.57%

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Category: 90 - Capital Outlay								
<u>001-195-901-0915</u>	IMPROVEMENTS TO BUILDING	0.00	60,069.18	0.00	52,530.13	0.00	7,539.05	87.45 %
Category: 90 - Capital Outlay Total:		0.00	60,069.18	0.00	52,530.13	0.00	7,539.05	87.45%
Department: 195 - CIVIC CENTER Total:		63,700.00	123,769.18	1,823.70	71,486.68	1,151.34	51,131.16	58.69%
Department: 196 - MARY C O'KEEFE								
Category: 34 - Miscellaneous								
<u>001-196-341-0000</u>	MARY C O'KEEFE REVENUES	10,000.00	10,000.00	0.00	4,405.23	0.00	-5,594.77	44.05 %
<u>001-196-341-0001</u>	GIFT SHOP SALES REVENUE	2,500.00	2,500.00	0.00	221.76	0.00	-2,278.24	8.87 %
<u>001-196-342-0000</u>	RENTAL REVENUE - MARY C BUILDING	12,000.00	12,000.00	270.00	3,743.86	0.00	-8,256.14	31.20 %
<u>001-196-344-0000</u>	MEMBERSHIP DUES	400.00	400.00	0.00	0.00	0.00	-400.00	0.00 %
Category: 34 - Miscellaneous Total:		24,900.00	24,900.00	270.00	8,370.85	0.00	-16,529.15	33.62%
Category: 38 - Transfers and Non Revenue Receipts								
<u>001-196-380-0000</u>	DONATIONS RECEIVED	0.00	0.00	0.00	50.55	0.00	50.55	0.00 %
Category: 38 - Transfers and Non Revenue Receipts Total:		0.00	0.00	0.00	50.55	0.00	50.55	0.00%
Category: 40 - Personnel Services								
<u>001-196-420-0000</u>	SALARIES	94,140.00	83,890.00	0.00	27,082.24	0.00	56,807.76	32.28 %
<u>001-196-430-0402</u>	OVERTIME PAY	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.00 %
<u>001-196-460-0000</u>	STATE RETIREMENT-CITY'S SHARE	16,555.00	14,771.00	0.00	4,712.32	0.00	10,058.68	31.90 %
<u>001-196-470-0000</u>	FICA TAXES - CITY'S SHARE	7,278.00	6,493.00	0.00	1,984.78	0.00	4,508.22	30.57 %
<u>001-196-480-0000</u>	EMPLOYEE GROUP INSURANCE	19,106.00	19,106.00	0.00	4,590.96	0.00	14,515.04	24.03 %
<u>001-196-491-0000</u>	WORKERS' COMPENSATION	257.00	0.00	0.00	0.00	0.00	0.00	0.00 %
Category: 40 - Personnel Services Total:		138,336.00	125,260.00	0.00	38,370.30	0.00	86,889.70	30.63%
Category: 50 - Supplies								
<u>001-196-500-0000</u>	OFFICE SUPPLIES - MARY C. O'KEEFE	1,650.00	1,650.00	13.90	567.55	11.14	1,071.31	35.07 %
<u>001-196-510-0000</u>	CLEANING & JANITORIAL SUPPLIES	2,200.00	2,200.00	0.00	436.02	0.00	1,763.98	19.82 %
<u>001-196-535-0531</u>	UNIFORMS - MARY C	200.00	200.00	0.00	0.00	0.00	200.00	0.00 %
<u>001-196-560-0000</u>	MATERIALS & SUPPLIES	8,000.00	8,000.00	436.64	3,116.22	510.48	4,373.30	45.33 %
<u>001-196-560-0001</u>	MARY C PRODUCTION SUPPLIES AND EXPENSES	0.00	3,000.00	0.00	0.00	0.00	3,000.00	0.00 %
<u>001-196-563-0000</u>	REPAIR PARTS & SUPPLIES	4,000.00	4,000.00	0.00	80.00	20.00	3,900.00	2.50 %
Category: 50 - Supplies Total:		16,050.00	19,050.00	450.54	4,199.79	541.62	14,308.59	24.89%
Category: 60 - Contractual Services								
<u>001-196-600-0002</u>	CLEANING SERVICES	8,000.00	8,000.00	0.00	1,500.00	0.00	6,500.00	18.75 %
<u>001-196-602-0000</u>	COMPUTER SOFTWARE & SUPPORT - MARY C	1,080.00	1,080.00	0.00	254.97	0.00	825.03	23.61 %
<u>001-196-603-0000</u>	COMPUTER HARDWARE	3,000.00	3,000.00	0.00	1,879.97	0.00	1,120.03	62.67 %
<u>001-196-610-0000</u>	ADVERTISING - WEBSITE & MARKETING	3,500.00	3,500.00	0.00	534.50	0.00	2,965.50	15.27 %
<u>001-196-613-0000</u>	INTERNET SERVICE	1,600.00	1,600.00	131.44	657.20	0.00	942.80	41.08 %
<u>001-196-620-0620</u>	BUILDING INSURANCE	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	0.00 %
<u>001-196-625-0000</u>	UTILITIES	35,000.00	35,000.00	0.00	11,975.49	0.00	23,024.51	34.22 %
<u>001-196-630-0000</u>	GENERAL REPAIRS & MAINTENANCE	20,000.00	20,000.00	1,797.82	2,367.54	236.25	17,396.21	13.02 %
<u>001-196-645-0000</u>	CITY MUSEUM	4,000.00	4,000.00	0.00	340.00	0.00	3,660.00	8.50 %

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001-196-645-0001	GALLERIES	2,000.00	2,000.00	0.00	66.43	0.00	1,933.57	3.32 %
001-196-688-0000	SPECIAL SERVICES - MARY C O'KEEFE	12,000.00	22,000.00	0.00	1,438.75	0.00	20,561.25	6.54 %
001-196-699-0001	PROCESSING FEES - WEBSITE PAYMENTS	2,000.00	2,000.00	0.00	285.73	0.00	1,714.27	14.29 %
Category: 60 - Contractual Services Total:		142,180.00	152,180.00	1,929.26	21,300.58	236.25	130,643.17	14.15%
Category: 90 - Capital Outlay								
001-196-916-0000	MACHINERY & EQUIPMENT - MARY C O'KEEFE	5,000.00	5,000.00	0.00	4,323.60	0.00	676.40	86.47 %
Category: 90 - Capital Outlay Total:		5,000.00	5,000.00	0.00	4,323.60	0.00	676.40	86.47%
Department: 196 - MARY C O'KEEFE Surplus (Deficit):		-276,666.00	-276,590.00	-2,109.80	-59,772.87	-777.87	216,039.26	21.89%
Department: 197 - OTHER CULTURAL								
Category: 60 - Contractual Services								
001-197-625-0000	UTILITIES	2,420.00	2,420.00	0.00	581.32	0.00	1,838.68	24.02 %
Category: 60 - Contractual Services Total:		2,420.00	2,420.00	0.00	581.32	0.00	1,838.68	24.02%
Department: 197 - OTHER CULTURAL Total:		2,420.00	2,420.00	0.00	581.32	0.00	1,838.68	24.02%
Department: 200 - POLICE DEPARTMENT								
Category: 40 - Personnel Services								
001-200-410-0000	SALARY - SCHOOL CROSSING GUARD	40,000.00	40,000.00	0.00	9,365.00	0.00	30,635.00	23.41 %
001-200-420-0000	SALARIES	2,369,519.00	2,369,519.00	0.00	709,016.13	0.00	1,660,502.87	29.92 %
001-200-421-0000	SALARIES - AUXILIARY	0.00	0.00	0.00	11,136.63	0.00	-11,136.63	0.00 %
001-200-425-0000	FTO PAY	0.00	0.00	0.00	750.00	0.00	-750.00	0.00 %
001-200-430-0401	FESTIVAL OVERTIME	0.00	0.00	0.00	15,350.74	0.00	-15,350.74	0.00 %
001-200-430-0402	OVERTIME PAY	100,000.00	100,000.00	0.00	100,774.76	0.00	-774.76	100.77 %
001-200-430-0403	OVERTIME - DOWNTOWN DETAIL	0.00	0.00	0.00	13,505.98	0.00	-13,505.98	0.00 %
001-200-431-0000	HOLIDAY PAY	66,104.00	66,104.00	0.00	458.40	0.00	65,645.60	0.69 %
001-200-432-0000	PERSONAL (TERMINAL) PAY	0.00	0.00	0.00	10,269.35	0.00	-10,269.35	0.00 %
001-200-444-0000	HIDTA/FIRE TASK FORCE	0.00	0.00	0.00	2,990.26	0.00	-2,990.26	0.00 %
001-200-446-0000	GRANT-FBI O/T	18,500.00	18,500.00	0.00	6,417.75	0.00	12,082.25	34.69 %
001-200-460-0000	STATE RETIREMENT-CITY'S SHARE	444,418.00	444,418.00	0.00	149,895.67	0.00	294,522.33	33.73 %
001-200-470-0000	FICA TAXES - CITY'S SHARE	198,451.00	198,451.00	0.00	65,127.64	0.00	133,323.36	32.82 %
001-200-480-0000	EMPLOYEE GROUP INSURANCE	387,436.00	387,436.00	0.00	109,027.63	0.00	278,408.37	28.14 %
001-200-491-0000	WORKERS' COMPENSATION	52,222.00	0.00	0.00	0.00	0.00	0.00	0.00 %
Category: 40 - Personnel Services Total:		3,676,650.00	3,624,428.00	0.00	1,204,085.94	0.00	2,420,342.06	33.22%
Category: 50 - Supplies								
001-200-500-0000	OFFICE SUPPLIES	7,700.00	7,700.00	377.75	3,113.68	0.00	4,586.32	40.44 %
001-200-501-0000	OFFICE FURNITURE & EQUIPMENT	2,880.00	2,880.00	0.00	584.99	0.00	2,295.01	20.31 %
001-200-520-0000	PRISONER COSTS	70,000.00	70,000.00	3,519.20	22,384.20	0.00	47,615.80	31.98 %
001-200-521-0000	K-9 SUPPLIES & EXPENSES	2,000.00	2,000.00	0.00	271.65	0.00	1,728.35	13.58 %
001-200-525-0000	GAS AND OIL	250,000.00	250,000.00	13,567.58	49,567.26	60,657.09	139,775.65	44.09 %
001-200-535-0531	UNIFORMS	38,000.00	38,000.00	518.76	4,739.82	871.90	32,388.28	14.77 %
001-200-541-0000	AMMUNITION	22,000.00	22,000.00	0.00	5,200.00	13,600.00	3,200.00	85.45 %
001-200-542-0000	ANIMAL CONTROL EXPENSES	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	0.00 %

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<u>001-200-550-0000</u>	TRAINING COURSE ITEMS	5,000.00	5,000.00	0.00	337.02	0.00	4,662.98	6.74 %
<u>001-200-560-0000</u>	MATERIALS & SUPPLIES	13,000.00	13,000.00	1,099.00	1,166.58	7,002.76	4,830.66	62.84 %
<u>001-200-563-0000</u>	REPAIR PARTS & SUPPLIES	15,000.00	15,000.00	1,586.28	5,667.13	1,136.59	8,196.28	45.36 %
<u>001-200-570-0000</u>	TIRES AND TUBES	23,000.00	23,000.00	967.82	5,128.74	13,234.57	4,636.69	79.84 %
Category: 50 - Supplies Total:		451,080.00	451,080.00	21,636.39	98,161.07	96,502.91	256,416.02	43.16%
Category: 60 - Contractual Services								
<u>001-200-602-0000</u>	COMPUTER SOFTWARE & SUPPORT	505,897.00	414,528.00	486.20	21,564.90	359,034.00	33,929.10	91.82 %
<u>001-200-602-0605</u>	PTS & DIGITICKET MAINTENANCE FEES	40,343.00	40,343.00	17,962.00	55,544.88	0.00	-15,201.88	137.68 %
<u>001-200-603-0000</u>	COMPUTER HARDWARE	0.00	0.00	0.00	3,319.46	389.97	-3,709.43	0.00 %
<u>001-200-605-0607</u>	TRAVEL/TRAINING/SEMINARS	70,000.00	70,000.00	1,250.00	15,498.03	21,366.00	33,135.97	52.66 %
<u>001-200-611-0000</u>	TELEPHONE	16,728.00	16,728.00	1,339.41	5,363.55	0.00	11,364.45	32.06 %
<u>001-200-612-0000</u>	TELEPHONE SERVICE - POLICE DEPT	2,888.00	2,888.00	0.00	959.12	0.00	1,928.88	33.21 %
<u>001-200-613-0000</u>	INTERNET SERVICE - POLICE DEPT	983.00	983.00	84.00	420.00	0.00	563.00	42.73 %
<u>001-200-625-0000</u>	UTILITIES	54,000.00	54,000.00	3,065.60	20,987.35	0.00	33,012.65	38.87 %
<u>001-200-630-0000</u>	GENERAL REPAIRS & MAINTENANCE	70,000.00	70,000.00	13,157.28	36,623.74	12,713.57	20,662.69	70.48 %
<u>001-200-640-0000</u>	AID TO OTHER GOVERNMENTS	500.00	500.00	0.00	0.00	0.00	500.00	0.00 %
<u>001-200-686-0000</u>	DUES/MEMBERSHIPS/SUBSCRIPTIONS	2,000.00	2,000.00	1,460.00	1,710.00	0.00	290.00	85.50 %
<u>001-200-699-0000</u>	OTHER SERVICES & CHARGES	5,000.00	5,000.00	86.75	434.75	0.00	4,565.25	8.70 %
Category: 60 - Contractual Services Total:		768,339.00	676,970.00	38,891.24	162,425.78	393,503.54	121,040.68	82.12%
Department: 200 - POLICE DEPARTMENT Total:		4,896,069.00	4,752,478.00	60,527.63	1,464,672.79	490,006.45	2,797,798.76	41.13%
Department: 260 - FIRE DEPARTMENT								
Category: 40 - Personnel Services								
<u>001-260-420-0000</u>	SALARIES	1,552,792.00	1,603,487.00	0.00	566,661.48	0.00	1,036,825.52	35.34 %
<u>001-260-425-0000</u>	EMT PAY	6,300.00	6,300.00	0.00	2,850.00	0.00	3,450.00	45.24 %
<u>001-260-427-0000</u>	OUT OF RANK PAY	0.00	0.00	0.00	3,120.00	0.00	-3,120.00	0.00 %
<u>001-260-430-0401</u>	FESTIVAL OVERTIME	0.00	0.00	0.00	3,064.17	0.00	-3,064.17	0.00 %
<u>001-260-430-0402</u>	OVERTIME PAY	60,000.00	60,000.00	0.00	10,239.68	0.00	49,760.32	17.07 %
<u>001-260-431-0000</u>	HOLIDAY PAY	50,695.00	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>001-260-460-0000</u>	STATE RETIREMENT-CITY'S SHARE	290,543.00	290,543.00	0.00	101,882.16	0.00	188,660.84	35.07 %
<u>001-260-470-0000</u>	FICA TAXES - CITY'S SHARE	127,739.00	127,739.00	0.00	42,895.95	0.00	84,843.05	33.58 %
<u>001-260-480-0000</u>	EMPLOYEE GROUP INSURANCE	285,592.00	285,592.00	0.00	89,181.79	0.00	196,410.21	31.23 %
<u>001-260-491-0000</u>	WORKERS' COMPENSATION	60,134.00	0.00	0.00	0.00	0.00	0.00	0.00 %
Category: 40 - Personnel Services Total:		2,433,795.00	2,373,661.00	0.00	819,895.23	0.00	1,553,765.77	34.54%
Category: 50 - Supplies								
<u>001-260-500-0000</u>	OFFICE SUPPLIES	900.00	900.00	26.97	215.92	0.00	684.08	23.99 %
<u>001-260-501-0000</u>	OFFICE FURNITURE & EQUIPMENT	5,000.00	5,000.00	0.00	403.93	119.40	4,476.67	10.47 %
<u>001-260-510-0000</u>	CLEANING & JANITORIAL SUPPLIES	5,000.00	5,000.00	394.98	2,074.03	0.00	2,925.97	41.48 %
<u>001-260-521-0000</u>	DOG SUPPLIES & EXPENSES	1,000.00	1,000.00	215.95	569.95	54.00	376.05	62.40 %
<u>001-260-525-0000</u>	GAS AND OIL	39,000.00	39,000.00	0.00	10,903.35	9,267.65	18,829.00	51.72 %
<u>001-260-535-0531</u>	UNIFORMS	18,500.00	18,500.00	1,447.00	12,738.20	262.00	5,499.80	70.27 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
<u>001-260-540-0000</u>	FIRE EXPLORER PROGRAM SUPPLIES	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.00 %
<u>001-260-543-0000</u>	CHEMICALS	1,300.00	1,300.00	0.00	0.00	0.00	1,300.00	0.00 %
<u>001-260-547-0000</u>	OTHER OPERATING SUPPLIES	1,100.00	1,100.00	803.00	803.00	0.00	297.00	73.00 %
<u>001-260-548-0000</u>	SMALL TOOLS & EQUIPMENT	12,000.00	12,000.00	412.08	4,739.41	324.00	6,936.59	42.20 %
<u>001-260-551-0000</u>	TURN OUT GEAR/CLOTHING PROTECT	2,400.00	2,400.00	0.00	0.00	0.00	2,400.00	0.00 %
<u>001-260-560-0000</u>	MATERIALS & SUPPLIES	7,000.00	7,000.00	0.00	0.00	0.00	7,000.00	0.00 %
<u>001-260-563-0000</u>	REPAIR PARTS & SUPPLIES	6,500.00	6,500.00	249.23	1,877.58	1,111.09	3,511.33	45.98 %
<u>001-260-570-0000</u>	TIRES AND TUBES	5,000.00	5,000.00	0.00	2,001.74	0.00	2,998.26	40.03 %
Category: 50 - Supplies Total:		106,700.00	106,700.00	3,549.21	36,327.11	11,138.14	59,234.75	44.48%
Category: 60 - Contractual Services								
<u>001-260-602-0000</u>	COMPUTER SOFTWARE & SUPPORT	5,000.00	5,000.00	0.00	4,436.00	0.00	564.00	88.72 %
<u>001-260-603-0000</u>	COMPUTER HARDWARE	2,500.00	2,500.00	1,375.97	3,688.33	0.00	-1,188.33	147.53 %
<u>001-260-605-0607</u>	TRAVEL/TRAINING/SEMINARS	25,000.00	25,000.00	204.86	9,112.34	0.00	15,887.66	36.45 %
<u>001-260-611-0000</u>	TELEPHONE	432.00	432.00	69.20	276.71	0.00	155.29	64.05 %
<u>001-260-625-0000</u>	UTILITIES	32,760.00	32,760.00	1,604.67	13,664.59	0.00	19,095.41	41.71 %
<u>001-260-630-0000</u>	GENERAL REPAIRS & MAINTENANCE	75,000.00	75,000.00	445.09	11,700.05	400.00	62,899.95	16.13 %
<u>001-260-630-0001</u>	FIRETRUCK REPAIRS - PY INSURANCE PROCEEDS	99,647.00	99,647.00	0.00	0.00	0.00	99,647.00	0.00 %
<u>001-260-686-0000</u>	DUES/MEMBERSHIPS/SUBSCRIPTIONS	1,750.00	1,750.00	45.00	705.00	0.00	1,045.00	40.29 %
<u>001-260-699-0000</u>	OTHER SERVICES & CHARGES	1,200.00	1,200.00	0.00	0.00	0.00	1,200.00	0.00 %
Category: 60 - Contractual Services Total:		243,289.00	243,289.00	3,744.79	43,583.02	400.00	199,305.98	18.08%
Category: 90 - Capital Outlay								
<u>001-260-901-0915</u>	IMPROVEMENTS TO BUILDING	14,500.00	24,500.00	0.00	0.00	0.00	24,500.00	0.00 %
<u>001-260-916-0000</u>	MACHINERY & EQUIPMENT	19,000.00	19,000.00	0.00	18,772.76	0.00	227.24	98.80 %
Category: 90 - Capital Outlay Total:		33,500.00	43,500.00	0.00	18,772.76	0.00	24,727.24	43.16%
Department: 260 - FIRE DEPARTMENT Total:		2,817,284.00	2,767,150.00	7,294.00	918,578.12	11,538.14	1,837,033.74	33.61%
Department: 268 - EMERGENCY MANAGEMENT								
Category: 50 - Supplies								
<u>001-268-560-0000</u>	MATERIALS & SUPPLIES	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.00 %
Category: 50 - Supplies Total:		1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.00%
Category: 60 - Contractual Services								
<u>001-268-605-0605</u>	CODE RED EMERGENCY SYSTEM	7,600.00	7,600.00	0.00	0.00	0.00	7,600.00	0.00 %
<u>001-268-605-0607</u>	TRAVEL/TRAINING/SEMINARS	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.00 %
Category: 60 - Contractual Services Total:		8,600.00	8,600.00	0.00	0.00	0.00	8,600.00	0.00%
Department: 268 - EMERGENCY MANAGEMENT Total:		9,600.00	9,600.00	0.00	0.00	0.00	9,600.00	0.00%
Department: 300 - PUBLIC WORKS ADMINISTRATION								
Category: 40 - Personnel Services								
<u>001-300-420-0000</u>	SALARIES	72,006.00	72,006.00	0.00	20,324.04	0.00	51,681.96	28.23 %
<u>001-300-430-0402</u>	OVERTIME PAY	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.00 %
<u>001-300-432-0000</u>	PERSONAL (TERMINAL) PAY	0.00	4,185.00	0.00	0.00	0.00	4,185.00	0.00 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
<u>001-300-460-0000</u>	STATE RETIREMENT-CITY'S SHARE	12,877.00	13,606.00	0.00	3,536.47	0.00	10,069.53	25.99 %
<u>001-300-470-0000</u>	FICA TAXES - CITY'S SHARE	5,661.00	5,981.00	0.00	1,438.37	0.00	4,542.63	24.05 %
<u>001-300-480-0000</u>	EMPLOYEE GROUP INSURANCE	8,088.00	8,088.00	0.00	2,564.46	0.00	5,523.54	31.71 %
<u>001-300-491-0000</u>	WORKERS' COMPENSATION	1,218.00	0.00	0.00	0.00	0.00	0.00	0.00 %
Category: 40 - Personnel Services Total:		101,850.00	105,866.00	0.00	27,863.34	0.00	78,002.66	26.32%
Category: 50 - Supplies								
<u>001-300-500-0000</u>	OFFICE SUPPLIES	4,400.00	4,400.00	48.73	1,978.50	0.00	2,421.50	44.97 %
<u>001-300-501-0000</u>	OFFICE FURNITURE & EQUIPMENT	2,200.00	2,200.00	0.00	529.10	0.00	1,670.90	24.05 %
<u>001-300-510-0000</u>	CLEANING & JANITORIAL SUPPLIES	8,800.00	8,800.00	1,761.73	2,608.21	319.22	5,872.57	33.27 %
<u>001-300-535-0530</u>	UNIFORM ALLOWANCES & SERVICE	25,000.00	25,000.00	1,949.07	10,044.05	0.00	14,955.95	40.18 %
<u>001-300-560-0000</u>	MATERIALS & SUPPLIES	8,000.00	8,000.00	600.34	904.99	974.08	6,120.93	23.49 %
<u>001-300-563-0000</u>	REPAIR PARTS & SUPPLIES	1,200.00	1,200.00	0.00	619.40	0.00	580.60	51.62 %
Category: 50 - Supplies Total:		49,600.00	49,600.00	4,359.87	16,684.25	1,293.30	31,622.45	36.25%
Category: 60 - Contractual Services								
<u>001-300-602-0000</u>	COMPUTER SOFTWARE & SUPPORT	1,850.00	1,850.00	0.00	1,833.33	0.00	16.67	99.10 %
<u>001-300-605-0607</u>	TRAVEL/TRAINING/SEMINARS	1,200.00	1,200.00	0.00	450.00	0.00	750.00	37.50 %
<u>001-300-611-0000</u>	TELEPHONE	2,100.00	2,100.00	104.07	313.11	0.00	1,786.89	14.91 %
<u>001-300-625-0000</u>	UTILITIES	25,000.00	25,000.00	34.45	8,754.66	0.00	16,245.34	35.02 %
<u>001-300-630-0000</u>	GENERAL REPAIRS & MAINTENANCE	6,600.00	6,600.00	189.14	859.68	3,547.56	2,192.76	66.78 %
<u>001-300-686-0000</u>	DUES/MEMBERSHIPS/SUBSCRIPTIONS	600.00	600.00	0.00	0.00	0.00	600.00	0.00 %
Category: 60 - Contractual Services Total:		37,350.00	37,350.00	327.66	12,210.78	3,547.56	21,591.66	42.19%
Department: 300 - PUBLIC WORKS ADMINISTRATION Total:		188,800.00	192,816.00	4,687.53	56,758.37	4,840.86	131,216.77	31.95%
Department: 301 - STREET DEPARTMENT								
Category: 40 - Personnel Services								
<u>001-301-420-0000</u>	SALARIES	386,392.00	386,392.00	0.00	126,897.70	0.00	259,494.30	32.84 %
<u>001-301-421-0000</u>	GRASS-LANDSCAPING P/T HELP	18,000.00	6,000.00	0.00	0.00	0.00	6,000.00	0.00 %
<u>001-301-430-0402</u>	OVERTIME PAY	10,000.00	10,000.00	0.00	1,165.65	0.00	8,834.35	11.66 %
<u>001-301-432-0000</u>	PERSONAL (TERMINAL) PAY	0.00	11,100.00	0.00	5,390.40	0.00	5,709.60	48.56 %
<u>001-301-460-0000</u>	STATE RETIREMENT-CITY'S SHARE	68,973.00	70,905.00	0.00	24,963.78	0.00	45,941.22	35.21 %
<u>001-301-470-0000</u>	FICA TAXES - CITY'S SHARE	31,701.00	32,551.00	0.00	10,482.42	0.00	22,068.58	32.20 %
<u>001-301-480-0000</u>	EMPLOYEE GROUP INSURANCE	82,453.00	82,453.00	0.00	24,123.40	0.00	58,329.60	29.26 %
<u>001-301-491-0000</u>	WORKERS' COMPENSATION	16,504.00	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>001-301-499-0000</u>	TEMP AGENCY EXPENSE	15,000.00	65,000.00	9,525.80	61,072.91	0.00	3,927.09	93.96 %
Category: 40 - Personnel Services Total:		629,023.00	664,401.00	9,525.80	254,096.26	0.00	410,304.74	38.24%
Category: 50 - Supplies								
<u>001-301-525-0000</u>	GAS AND OIL	125,000.00	125,000.00	498.59	44,143.31	23,580.48	57,276.21	54.18 %
<u>001-301-535-0530</u>	UNIFORM ALLOWANCES & SERVICE	0.00	0.00	-479.22	-479.22	225.00	254.22	0.00 %
<u>001-301-543-0000</u>	CHEMICALS	50,000.00	50,000.00	619.20	773.28	0.00	49,226.72	1.55 %
<u>001-301-548-0000</u>	SMALL TOOLS & EQUIPMENT	0.00	0.00	29.16	150.13	0.00	-150.13	0.00 %
<u>001-301-560-0000</u>	MATERIALS & SUPPLIES	40,000.00	40,000.00	3,997.36	12,276.70	7,923.77	19,799.53	50.50 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
<u>001-301-563-0000</u>	REPAIR PARTS & SUPPLIES	77,000.00	77,000.00	2,543.33	22,140.61	7,056.93	47,802.46	37.92 %
<u>001-301-566-0000</u>	SIGNS AND SIGN MATERIAL	40,000.00	40,000.00	1,137.00	6,922.83	11,714.80	21,362.37	46.59 %
<u>001-301-570-0000</u>	TIRES AND TUBES	19,000.00	19,000.00	0.00	0.00	4,992.00	14,008.00	26.27 %
Category: 50 - Supplies Total:		351,000.00	351,000.00	8,345.42	85,927.64	55,492.98	209,579.38	40.29%
Category: 60 - Contractual Services								
<u>001-301-600-0601</u>	LANDSCAPING CONTRACT	200,000.00	200,000.00	0.00	20,610.00	8,280.00	171,110.00	14.45 %
<u>001-301-605-0607</u>	TRAVEL/TRAINING/SEMINARS	1,200.00	1,200.00	0.00	550.00	0.00	650.00	45.83 %
<u>001-301-611-0000</u>	TELEPHONE	750.00	750.00	55.42	221.47	0.00	528.53	29.53 %
<u>001-301-625-0000</u>	UTILITIES	545,000.00	545,000.00	11,732.74	184,308.28	0.00	360,691.72	33.82 %
<u>001-301-630-0000</u>	GENERAL REPAIRS & MAINTENANCE	55,000.00	55,000.00	5,148.88	21,614.61	500.00	32,885.39	40.21 %
Category: 60 - Contractual Services Total:		801,950.00	801,950.00	16,937.04	227,304.36	8,780.00	565,865.64	29.44%
Category: 90 - Capital Outlay								
<u>001-301-902-0000</u>	ASPHALT	35,000.00	35,000.00	2,860.00	6,237.96	7,800.04	20,962.00	40.11 %
<u>001-301-903-0911</u>	CONCRETE STREET PANELS	20,000.00	20,000.00	0.00	0.00	0.00	20,000.00	0.00 %
<u>001-301-903-0912</u>	SIDEWALKS	20,000.00	20,000.00	0.00	4,614.00	1,170.40	14,215.60	28.92 %
<u>001-301-915-0000</u>	VEHICLES	0.00	75,998.00	0.00	0.00	75,998.00	0.00	100.00 %
<u>001-301-916-0000</u>	MACHINERY & EQUIPMENT	100,000.00	103,500.00	0.00	3,495.51	0.00	100,004.49	3.38 %
Category: 90 - Capital Outlay Total:		175,000.00	254,498.00	2,860.00	14,347.47	84,968.44	155,182.09	39.02%
Department: 301 - STREET DEPARTMENT Total:		1,956,973.00	2,071,849.00	37,668.26	581,675.73	149,241.42	1,340,931.85	35.28%
Department: 350 - CENTRAL SHOP								
Category: 40 - Personnel Services								
<u>001-350-420-0000</u>	SALARIES	60,326.00	60,326.00	0.00	21,542.33	0.00	38,783.67	35.71 %
<u>001-350-430-0402</u>	OVERTIME PAY	1,000.00	1,000.00	0.00	451.26	0.00	548.74	45.13 %
<u>001-350-460-0000</u>	STATE RETIREMENT-CITY'S SHARE	10,671.00	10,671.00	0.00	3,801.07	0.00	6,869.93	35.62 %
<u>001-350-470-0000</u>	FICA TAXES - CITY'S SHARE	4,692.00	4,692.00	0.00	1,605.74	0.00	3,086.26	34.22 %
<u>001-350-480-0000</u>	EMPLOYEE GROUP INSURANCE	15,668.00	15,668.00	0.00	4,240.89	0.00	11,427.11	27.07 %
<u>001-350-491-0000</u>	WORKERS' COMPENSATION	1,495.00	0.00	0.00	0.00	0.00	0.00	0.00 %
Category: 40 - Personnel Services Total:		93,852.00	92,357.00	0.00	31,641.29	0.00	60,715.71	34.26%
Category: 50 - Supplies								
<u>001-350-548-0000</u>	SMALL TOOLS & EQUIPMENT	1,650.00	1,650.00	0.00	738.23	0.00	911.77	44.74 %
<u>001-350-560-0000</u>	MATERIALS & SUPPLIES	3,400.00	3,400.00	939.46	3,797.84	296.59	-694.43	120.42 %
<u>001-350-563-0000</u>	REPAIR PARTS & SUPPLIES	2,800.00	2,800.00	0.00	806.69	0.00	1,993.31	28.81 %
Category: 50 - Supplies Total:		7,850.00	7,850.00	939.46	5,342.76	296.59	2,210.65	71.84%
Category: 60 - Contractual Services								
<u>001-350-605-0607</u>	TRAVEL/TRAINING/SEMINARS	1,800.00	1,800.00	0.00	0.00	0.00	1,800.00	0.00 %
<u>001-350-630-0000</u>	GENERAL REPAIRS & MAINTENANCE	1,000.00	1,000.00	0.00	200.00	0.00	800.00	20.00 %
<u>001-350-635-0000</u>	RENTALS	4,000.00	4,000.00	386.68	2,300.26	1,586.42	113.32	97.17 %
Category: 60 - Contractual Services Total:		6,800.00	6,800.00	386.68	2,500.26	1,586.42	2,713.32	60.10%

Budget Report

For Fiscal: 2022 - 2023 Period Ending: 02/28/2023

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Category: 90 - Capital Outlay								
<u>001-350-916-0000</u>	MACHINERY & EQUIPMENT	4,300.00	4,805.00	0.00	0.00	0.00	4,805.00	0.00 %
Category: 90 - Capital Outlay Total:		4,300.00	4,805.00	0.00	0.00	0.00	4,805.00	0.00%
Department: 350 - CENTRAL SHOP Total:		112,802.00	111,812.00	1,326.14	39,484.31	1,883.01	70,444.68	37.00%
Department: 351 - MAINTENANCE								
Category: 40 - Personnel Services								
<u>001-351-420-0000</u>	SALARIES	66,519.00	66,519.00	0.00	19,161.92	0.00	47,357.08	28.81 %
<u>001-351-430-0402</u>	OVERTIME PAY	1,000.00	1,000.00	0.00	1,961.13	0.00	-961.13	196.11 %
<u>001-351-460-0000</u>	STATE RETIREMENT-CITY'S SHARE	11,748.00	11,748.00	0.00	3,763.16	0.00	7,984.84	32.03 %
<u>001-351-470-0000</u>	FICA TAXES - CITY'S SHARE	5,166.00	5,166.00	0.00	1,610.59	0.00	3,555.41	31.18 %
<u>001-351-480-0000</u>	EMPLOYEE GROUP INSURANCE	16,174.00	16,174.00	0.00	2,554.75	0.00	13,619.25	15.80 %
<u>001-351-491-0000</u>	WORKERS' COMPENSATION	2,339.00	0.00	0.00	0.00	0.00	0.00	0.00 %
Category: 40 - Personnel Services Total:		102,946.00	100,607.00	0.00	29,051.55	0.00	71,555.45	28.88%
Category: 50 - Supplies								
<u>001-351-548-0000</u>	SMALL TOOLS & EQUIPMENT	2,200.00	2,200.00	0.00	0.00	1,000.00	1,200.00	45.45 %
<u>001-351-560-0000</u>	MATERIALS & SUPPLIES	3,800.00	3,800.00	2,869.98	2,869.98	0.00	930.02	75.53 %
<u>001-351-563-0000</u>	REPAIR PARTS & SUPPLIES	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0.00 %
Category: 50 - Supplies Total:		7,500.00	7,500.00	2,869.98	2,869.98	1,000.00	3,630.02	51.60%
Category: 60 - Contractual Services								
<u>001-351-611-0000</u>	TELEPHONE	264.00	264.00	0.00	0.00	0.00	264.00	0.00 %
<u>001-351-630-0000</u>	GENERAL REPAIRS & MAINTENANCE	325.00	325.00	0.00	0.00	0.00	325.00	0.00 %
<u>001-351-699-0000</u>	OTHER SERVICES & CHARGES	275.00	275.00	0.00	0.00	0.00	275.00	0.00 %
Category: 60 - Contractual Services Total:		864.00	864.00	0.00	0.00	0.00	864.00	0.00%
Department: 351 - MAINTENANCE Total:		111,310.00	108,971.00	2,869.98	31,921.53	1,000.00	76,049.47	30.21%
Department: 352 - DRAINAGE DEPARTMENT								
Category: 40 - Personnel Services								
<u>001-352-420-0000</u>	SALARIES	155,205.00	155,205.00	0.00	54,356.36	0.00	100,848.64	35.02 %
<u>001-352-430-0402</u>	OVERTIME PAY	4,000.00	4,000.00	0.00	921.23	0.00	3,078.77	23.03 %
<u>001-352-460-0000</u>	STATE RETIREMENT-CITY'S SHARE	27,702.00	27,702.00	0.00	10,026.96	0.00	17,675.04	36.20 %
<u>001-352-470-0000</u>	FICA TAXES - CITY'S SHARE	12,180.00	12,180.00	0.00	4,250.38	0.00	7,929.62	34.90 %
<u>001-352-480-0000</u>	EMPLOYEE GROUP INSURANCE	36,529.00	36,529.00	0.00	9,098.67	0.00	27,430.33	24.91 %
<u>001-352-491-0000</u>	WORKERS' COMPENSATION	6,341.00	0.00	0.00	0.00	0.00	0.00	0.00 %
Category: 40 - Personnel Services Total:		241,957.00	235,616.00	0.00	78,653.60	0.00	156,962.40	33.38%
Category: 50 - Supplies								
<u>001-352-548-0000</u>	SMALL TOOLS & EQUIPMENT	5,500.00	5,500.00	600.00	2,306.65	40.57	3,152.78	42.68 %
<u>001-352-560-0000</u>	MATERIALS & SUPPLIES	5,500.00	5,500.00	1,406.85	4,918.62	138.67	442.71	91.95 %
<u>001-352-563-0000</u>	REPAIR PARTS & SUPPLIES	5,000.00	5,000.00	0.00	974.80	410.56	3,614.64	27.71 %
Category: 50 - Supplies Total:		16,000.00	16,000.00	2,006.85	8,200.07	589.80	7,210.13	54.94%

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For Fiscal: 2022 - 2023 Period Ending: 02/28/2023

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Category: 60 - Contractual Services								
<u>001-352-611-0000</u>	TELEPHONE	720.00	720.00	55.42	221.47	0.00	498.53	30.76 %
<u>001-352-630-0000</u>	GENERAL REPAIRS & MAINTENANCE	13,200.00	23,200.00	0.00	8,093.20	8,357.00	6,749.80	70.91 %
<u>001-352-631-0000</u>	DRAINAGE REPAIR PARTS & SPLYS	17,500.00	17,500.00	11,428.46	14,655.80	1,554.48	1,289.72	92.63 %
<u>001-352-689-0000</u>	TREE REMOVAL	4,000.00	11,500.00	0.00	9,000.00	800.00	1,700.00	85.22 %
Category: 60 - Contractual Services Total:		35,420.00	52,920.00	11,483.88	31,970.47	10,711.48	10,238.05	80.65%
Category: 90 - Capital Outlay								
<u>001-352-906-0000</u>	DRAINAGE PROJECTS	275,000.00	275,000.00	13,433.79	77,061.76	57,638.01	140,300.23	48.98 %
<u>001-352-916-0000</u>	MACHINERY & EQUIPMENT	5,000.00	22,010.00	0.00	20,810.00	0.00	1,200.00	94.55 %
Category: 90 - Capital Outlay Total:		280,000.00	297,010.00	13,433.79	97,871.76	57,638.01	141,500.23	52.36%
Department: 352 - DRAINAGE DEPARTMENT Total:		573,377.00	601,546.00	26,924.52	216,695.90	68,939.29	315,910.81	47.48%
Department: 353 - LANDSCAPING/BEAUTIFICATION								
Category: 40 - Personnel Services								
<u>001-353-420-0000</u>	SALARIES	90,991.00	90,991.00	0.00	22,132.80	0.00	68,858.20	24.32 %
<u>001-353-460-0000</u>	STATE RETIREMENT-CITY'S SHARE	15,833.00	15,833.00	0.00	4,014.36	0.00	11,818.64	25.35 %
<u>001-353-470-0000</u>	FICA TAXES - CITY'S SHARE	6,961.00	6,961.00	0.00	1,709.91	0.00	5,251.09	24.56 %
<u>001-353-480-0000</u>	EMPLOYEE GROUP INSURANCE	22,770.00	22,770.00	0.00	4,203.85	0.00	18,566.15	18.46 %
<u>001-353-491-0000</u>	WORKERS' COMPENSATION	3,191.00	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>001-353-499-0000</u>	TEMP AGENCY EXPENSE	0.00	5,000.00	0.00	2,575.51	0.00	2,424.49	51.51 %
Category: 40 - Personnel Services Total:		139,746.00	141,555.00	0.00	34,636.43	0.00	106,918.57	24.47%
Category: 50 - Supplies								
<u>001-353-546-0000</u>	LANDSCAPE MATERIALS & SUPPLIES	25,000.00	25,000.00	1,054.73	4,219.23	3,701.70	17,079.07	31.68 %
Category: 50 - Supplies Total:		25,000.00	25,000.00	1,054.73	4,219.23	3,701.70	17,079.07	31.68%
Category: 60 - Contractual Services								
<u>001-353-600-0601</u>	CONTRACTUAL - LANDSCAPING	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	0.00 %
Category: 60 - Contractual Services Total:		25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	0.00%
Department: 353 - LANDSCAPING/BEAUTIFICATION Total:		189,746.00	191,555.00	1,054.73	38,855.66	3,701.70	148,997.64	22.22%
Department: 550 - PARKS AND RECREATION								
Category: 40 - Personnel Services								
<u>001-550-420-0000</u>	SALARIES	743,057.00	743,057.00	0.00	245,838.03	0.00	497,218.97	33.08 %
<u>001-550-420-0003</u>	SALARIES - INSTRUCTORS	30,000.00	30,000.00	0.00	13,083.00	0.00	16,917.00	43.61 %
<u>001-550-422-0000</u>	PARKS PART TIME	165,000.00	165,000.00	0.00	39,516.77	0.00	125,483.23	23.95 %
<u>001-550-430-0402</u>	OVERTIME PAY	15,000.00	15,000.00	0.00	9,105.94	0.00	5,894.06	60.71 %
<u>001-550-460-0000</u>	STATE RETIREMENT-CITY'S SHARE	139,208.00	139,208.00	0.00	46,999.78	0.00	92,208.22	33.76 %
<u>001-550-470-0000</u>	FICA TAXES - CITY'S SHARE	72,909.00	72,909.00	0.00	23,189.99	0.00	49,719.01	31.81 %
<u>001-550-480-0000</u>	EMPLOYEE GROUP INSURANCE	130,778.00	130,778.00	0.00	38,986.49	0.00	91,791.51	29.81 %
<u>001-550-491-0000</u>	WORKERS' COMPENSATION	33,176.00	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>001-550-499-0000</u>	TEMP AGENCY EXPENSE	0.00	0.00	1,328.69	7,212.27	0.00	-7,212.27	0.00 %
Category: 40 - Personnel Services Total:		1,329,128.00	1,295,952.00	1,328.69	423,932.27	0.00	872,019.73	32.71%

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Category: 50 - Supplies								
<u>001-550-500-0000</u>	OFFICE SUPPLIES	2,000.00	2,000.00	208.56	531.52	0.00	1,468.48	26.58 %
<u>001-550-510-0000</u>	CLEANING & JANITORIAL SUPPLIES	24,000.00	24,000.00	2,161.31	9,482.82	1,237.09	13,280.09	44.67 %
<u>001-550-525-0000</u>	GAS AND OIL	2,500.00	2,500.00	47.00	339.00	161.00	2,000.00	20.00 %
<u>001-550-535-0531</u>	UNIFORMS	7,000.00	14,000.00	543.66	4,970.66	5,033.38	3,995.96	71.46 %
<u>001-550-540-0000</u>	Recreational Activity Supplies	500.00	500.00	0.00	0.00	0.00	500.00	0.00 %
<u>001-550-540-0540</u>	AFTER SCHOOL SUMMER CAMP SUPPL	28,000.00	28,000.00	1,611.26	8,755.02	694.95	18,550.03	33.75 %
<u>001-550-540-0541</u>	ATHLETIC SUPPLIES	46,000.00	46,000.00	9,652.50	23,738.21	1,595.93	20,665.86	55.07 %
<u>001-550-540-0542</u>	POTTERY SUPPLIES	12,000.00	12,000.00	0.00	1,747.00	655.72	9,597.28	20.02 %
<u>001-550-543-0000</u>	CHEMICALS	35,000.00	35,000.00	0.00	238.02	0.00	34,761.98	0.68 %
<u>001-550-548-0000</u>	SMALL TOOLS & EQUIPMENT	14,000.00	14,000.00	168.35	2,319.65	446.92	11,233.43	19.76 %
<u>001-550-549-0543</u>	SPECIAL EVENT SUPPLIES	6,000.00	6,000.00	0.00	5,176.55	0.00	823.45	86.28 %
<u>001-550-560-0000</u>	MATERIALS & SUPPLIES	35,000.00	35,000.00	1,352.09	16,827.10	4,970.05	13,202.85	62.28 %
<u>001-550-563-0000</u>	REPAIR PARTS & SUPPLIES	3,500.00	20,500.00	2,106.03	8,435.02	3,110.03	8,954.95	56.32 %
<u>001-550-570-0000</u>	TIRES AND TUBES	4,500.00	4,500.00	0.00	2,563.64	265.24	1,671.12	62.86 %
<u>001-550-575-0000</u>	VEHICLE REPAIR PARTS & SUPPLIE	14,000.00	14,000.00	68.96	1,110.00	1,775.92	11,114.08	20.61 %
<u>001-550-585-0000</u>	EQUIPMENT PARTS & SUPPLIES	17,000.00	0.00	0.00	0.00	0.00	0.00	0.00 %
Category: 50 - Supplies Total:		251,000.00	258,000.00	17,919.72	86,234.21	19,946.23	151,819.56	41.16%
Category: 60 - Contractual Services								
<u>001-550-602-0000</u>	COMPUTER SOFTWARE & SUPPORT	2,300.00	2,300.00	0.00	0.00	0.00	2,300.00	0.00 %
<u>001-550-605-0607</u>	TRAVEL/TRAINING/SEMINARS	2,500.00	2,500.00	0.00	500.00	0.00	2,000.00	20.00 %
<u>001-550-611-0000</u>	TELEPHONE	2,000.00	2,000.00	160.03	633.64	0.00	1,366.36	31.68 %
<u>001-550-613-0000</u>	INTERNET SERVICE - SPARKLIGHT	1,620.00	1,620.00	135.56	677.80	0.00	942.20	41.84 %
<u>001-550-625-0000</u>	UTILITIES	165,000.00	165,000.00	7,203.70	68,354.95	0.00	96,645.05	41.43 %
<u>001-550-630-0000</u>	GENERAL REPAIRS & MAINTENANCE	55,000.00	55,000.00	1,317.30	15,480.70	9,114.87	30,404.43	44.72 %
<u>001-550-635-0000</u>	RENTALS	3,500.00	3,500.00	0.00	0.00	0.00	3,500.00	0.00 %
<u>001-550-686-0000</u>	DUES/MEMBERSHIPS/SUBSCRIPTIONS	1,200.00	1,200.00	0.00	360.00	0.00	840.00	30.00 %
<u>001-550-688-0000</u>	SPECIAL SERVICES	38,000.00	38,000.00	7,344.00	18,156.00	0.00	19,844.00	47.78 %
<u>001-550-690-0000</u>	SUMMER CAMP FIELD TRIPS	36,000.00	36,000.00	0.00	0.00	0.00	36,000.00	0.00 %
Category: 60 - Contractual Services Total:		307,120.00	307,120.00	16,160.59	104,163.09	9,114.87	193,842.04	36.88%
Category: 90 - Capital Outlay								
<u>001-550-901-0914</u>	IMPROVEMENTS OTHER THAN BLDGS	14,000.00	14,000.00	0.00	0.00	0.00	14,000.00	0.00 %
<u>001-550-901-0915</u>	IMPROVEMENTS TO BUILDING	32,000.00	32,000.00	0.00	0.00	0.00	32,000.00	0.00 %
<u>001-550-908-0000</u>	PARK IMPROVEMENTS-MISC	22,000.00	22,000.00	0.00	2,448.10	0.00	19,551.90	11.13 %
<u>001-550-911-0000</u>	CONSTRUCTION COST	12,000.00	12,000.00	0.00	0.00	0.00	12,000.00	0.00 %
<u>001-550-916-0000</u>	MACHINERY & EQUIPMENT	24,000.00	35,000.00	0.00	4,180.59	30,283.66	535.75	98.47 %
Category: 90 - Capital Outlay Total:		104,000.00	115,000.00	0.00	6,628.69	30,283.66	78,087.65	32.10%
Department: 550 - PARKS AND RECREATION Total:		1,991,248.00	1,976,072.00	35,409.00	620,958.26	59,344.76	1,295,768.98	34.43%

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Department: 552 - RYAN YOUTH CENTER								
Category: 60 - Contractual Services								
<u>001-552-630-0000</u>	GENERAL REPAIRS & MAINTENANCE	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.00 %
Category: 60 - Contractual Services Total:		3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.00%
Department: 552 - RYAN YOUTH CENTER Total:		3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.00%
Department: 999 - TRANSFER TO OTHER FUNDS								
Category: 95 - Transfers Out								
<u>001-999-950-0953</u>	Transfer Out	0.00	0.00	0.00	275,438.63	0.00	-275,438.63	0.00 %
<u>001-999-950-0954</u>	Transfer Out	0.00	285,250.00	0.00	285,250.00	0.00	0.00	100.00 %
Category: 95 - Transfers Out Total:		0.00	285,250.00	0.00	560,688.63	0.00	-275,438.63	196.56%
Department: 999 - TRANSFER TO OTHER FUNDS Total:		0.00	285,250.00	0.00	560,688.63	0.00	-275,438.63	196.56%
Total Revenues		16,704,155.78	16,704,155.78	129,376.53	4,987,785.46	0.00	-11,716,370.32	29.86%
Total Expenses		16,703,550.00	17,292,434.29	275,118.34	6,078,496.64	1,014,206.70	10,199,730.95	41.02%
Fund: 001 - GENERAL Surplus (Deficit):		605.78	-588,278.51	-145,741.81	-1,090,711.18	-1,014,206.70	-1,516,639.37	357.81%
Fund: 002 - JACKSON CO. ROAD/ DRAINAGE FUND								
Department: 301 - STREET DEPARTMENT								
Category: 50 - Supplies								
<u>002-301-566-0000</u>	SIGNS AND SIGN MATERIAL	0.00	0.00	0.00	0.00	15,392.40	-15,392.40	0.00 %
Category: 50 - Supplies Total:		0.00	0.00	0.00	0.00	15,392.40	-15,392.40	0.00%
Department: 301 - STREET DEPARTMENT Total:		0.00	0.00	0.00	0.00	15,392.40	-15,392.40	0.00%
Total Revenues		0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Total Expenses		0.00	0.00	0.00	0.00	15,392.40	-15,392.40	0.00%
Fund: 002 - JACKSON CO. ROAD/ DRAINAGE FUND Total:		0.00	0.00	0.00	0.00	15,392.40	-15,392.40	0.00%
Fund: 003 - CREDIT CARD FEES								
Department: 001 - GENERAL								
Category: 34 - Miscellaneous								
<u>003-001-340-0000</u>	INTEREST EARNED	0.00	0.00	0.00	31.72	0.00	31.72	0.00 %
Category: 34 - Miscellaneous Total:		0.00	0.00	0.00	31.72	0.00	31.72	0.00%
Category: 60 - Contractual Services								
<u>003-001-684-0000</u>	CREDIT CARD TRANSACTION FEES	0.00	0.00	0.00	924.79	0.00	-924.79	0.00 %
Category: 60 - Contractual Services Total:		0.00	0.00	0.00	924.79	0.00	-924.79	0.00%
Department: 001 - GENERAL Surplus (Deficit):		0.00	0.00	0.00	-893.07	0.00	-893.07	0.00%
Total Revenues		0.00	0.00	0.00	31.72	0.00	31.72	0.00%
Total Expenses		0.00	0.00	0.00	924.79	0.00	-924.79	0.00%
Fund: 003 - CREDIT CARD FEES Surplus (Deficit):		0.00	0.00	0.00	-893.07	0.00	-893.07	0.00%

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Fund: 004 - INSURANCE DIVERSION FUNDS								
Department: 001 - GENERAL								
Category: 33 - Fines and Forfeits								
<u>004-001-331-0000</u>	INSURANCE DIVERSION REVENUE	0.00	0.00	0.00	108,537.50	0.00	108,537.50	0.00 %
Category: 33 - Fines and Forfeits Total:		0.00	0.00	0.00	108,537.50	0.00	108,537.50	0.00%
Category: 38 - Transfers and Non Revenue Receipts								
<u>004-001-380-0383</u>	TRANSFER FROM GENERAL FUND	0.00	0.00	0.00	275,438.63	0.00	275,438.63	0.00 %
Category: 38 - Transfers and Non Revenue Receipts Total:		0.00	0.00	0.00	275,438.63	0.00	275,438.63	0.00%
Department: 001 - GENERAL Total:		0.00	0.00	0.00	383,976.13	0.00	383,976.13	0.00%
Total Revenues		0.00	0.00	0.00	383,976.13	0.00	383,976.13	0.00%
Total Expenses		0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Fund: 004 - INSURANCE DIVERSION FUNDS Total:		0.00	0.00	0.00	383,976.13	0.00	383,976.13	0.00%
Fund: 005 - PUBLIC WORKS FACILITY								
Department: 001 - GENERAL								
Category: 38 - Transfers and Non Revenue Receipts								
<u>005-001-380-0383</u>	TRANSFER FROM OTHER FUNDS	0.00	570,500.00	0.00	570,500.00	0.00	0.00	100.00 %
Category: 38 - Transfers and Non Revenue Receipts Total:		0.00	570,500.00	0.00	570,500.00	0.00	0.00	100.00%
Department: 001 - GENERAL Total:		0.00	570,500.00	0.00	570,500.00	0.00	0.00	100.00%
Department: 300 - PUBLIC WORKS ADMINISTRATION								
Category: 90 - Capital Outlay								
<u>005-300-901-0000</u>	LAND ACQUISITION - 2850 BIENVILLE BLVD	0.00	0.00	0.00	570,500.00	0.00	-570,500.00	0.00 %
Category: 90 - Capital Outlay Total:		0.00	0.00	0.00	570,500.00	0.00	-570,500.00	0.00%
Department: 300 - PUBLIC WORKS ADMINISTRATION Total:		0.00	0.00	0.00	570,500.00	0.00	-570,500.00	0.00%
Total Revenues		0.00	570,500.00	0.00	570,500.00	0.00	0.00	100.00%
Total Expenses		0.00	0.00	0.00	570,500.00	0.00	-570,500.00	0.00%
Fund: 005 - PUBLIC WORKS FACILITY Surplus (Deficit):		0.00	570,500.00	0.00	0.00	0.00	-570,500.00	0.00%
Fund: 006 - MS VIETNAM MEMORIAL FUND								
Department: 001 - GENERAL								
Category: 34 - Miscellaneous								
<u>006-001-321-0000</u>	MS VIETNAM MEMORIAL DONATIONS	0.00	0.00	0.00	1,000.00	0.00	1,000.00	0.00 %
Category: 34 - Miscellaneous Total:		0.00	0.00	0.00	1,000.00	0.00	1,000.00	0.00%
Department: 001 - GENERAL Total:		0.00	0.00	0.00	1,000.00	0.00	1,000.00	0.00%

Budget Report

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Department: 120 - EXECUTIVE MAYOR								
Category: 50 - Supplies								
006-120-560-0000	MATERIALS AND SUPPLIES	0.00	0.00	0.00	206.77	0.00	-206.77	0.00 %
Category: 50 - Supplies Total:		0.00	0.00	0.00	206.77	0.00	-206.77	0.00%
Department: 120 - EXECUTIVE MAYOR Total:		0.00	0.00	0.00	206.77	0.00	-206.77	0.00%
Total Revenues		0.00	0.00	0.00	1,000.00	0.00	1,000.00	0.00%
Total Expenses		0.00	0.00	0.00	206.77	0.00	-206.77	0.00%
Fund: 006 - MS VIETNAM MEMORIAL FUND Surplus (Deficit):		0.00	0.00	0.00	793.23	0.00	793.23	0.00%
Fund: 007 - TOURISM FUND								
Department: 001 - GENERAL								
Category: 21 - Other Taxes								
007-001-217-0000	HOTEL TAX	66,000.00	66,000.00	0.00	26,728.94	0.00	-39,271.06	40.50 %
Category: 21 - Other Taxes Total:		66,000.00	66,000.00	0.00	26,728.94	0.00	-39,271.06	40.50%
Department: 001 - GENERAL Total:		66,000.00	66,000.00	0.00	26,728.94	0.00	-39,271.06	40.50%
Department: 140 - SUPERVISION & FINANCE								
Category: 50 - Supplies								
007-140-560-0000	DOWNTOWN DECORATIONS	0.00	0.00	0.00	34,249.66	1,349.81	-35,599.47	0.00 %
Category: 50 - Supplies Total:		0.00	0.00	0.00	34,249.66	1,349.81	-35,599.47	0.00%
Department: 140 - SUPERVISION & FINANCE Total:		0.00	0.00	0.00	34,249.66	1,349.81	-35,599.47	0.00%
Department: 650 - ECONOMIC DEVELOPMENT & ASSISTC								
Category: 60 - Contractual Services								
007-650-600-0000	CITY WEBSITE	4,600.00	21,579.00	10,437.10	11,437.10	0.00	10,141.90	53.00 %
007-650-600-0001	MARY C WEBSITE	4,000.00	4,000.00	250.00	1,500.00	0.00	2,500.00	37.50 %
Category: 60 - Contractual Services Total:		8,600.00	25,579.00	10,687.10	12,937.10	0.00	12,641.90	50.58%
Category: 70 - Grants, Subsidies, & Allocations								
007-650-700-0000	CHAMBER OF COMMERCE	30,000.00	30,000.00	0.00	26,728.94	0.00	3,271.06	89.10 %
007-650-704-0000	TOURISM BEAUTIFICATION	0.00	4,185.00	0.00	4,185.00	0.00	0.00	100.00 %
Category: 70 - Grants, Subsidies, & Allocations Total:		30,000.00	34,185.00	0.00	30,913.94	0.00	3,271.06	90.43%
Department: 650 - ECONOMIC DEVELOPMENT & ASSISTC Total:		38,600.00	59,764.00	10,687.10	43,851.04	0.00	15,912.96	73.37%
Total Revenues		66,000.00	66,000.00	0.00	26,728.94	0.00	-39,271.06	40.50%
Total Expenses		38,600.00	59,764.00	10,687.10	78,100.70	1,349.81	-19,686.51	132.94%
Fund: 007 - TOURISM FUND Surplus (Deficit):		27,400.00	6,236.00	-10,687.10	-51,371.76	-1,349.81	-58,957.57	-845.44%

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Fund: 008 - FOOD AND BEVERAGE TAX 2%								
Department: 001 - GENERAL								
Category: 21 - Other Taxes								
<u>008-001-214-0000</u>	FOOD AND BEV TAX REVENUE	1,600,000.00	1,600,000.00	0.00	665,722.99	0.00	-934,277.01	41.61 %
Category: 21 - Other Taxes Total:		1,600,000.00	1,600,000.00	0.00	665,722.99	0.00	-934,277.01	41.61%
Category: 38 - Transfers and Non Revenue Receipts								
<u>008-001-385-0000</u>	WORKING CASH	950,000.00	950,000.00	0.00	0.00	0.00	-950,000.00	0.00 %
Category: 38 - Transfers and Non Revenue Receipts Total:		950,000.00	950,000.00	0.00	0.00	0.00	-950,000.00	0.00%
Department: 001 - GENERAL Total:		2,550,000.00	2,550,000.00	0.00	665,722.99	0.00	-1,884,277.01	26.11%
Department: 255 - PUBLIC SAFETY CENTER								
Category: 90 - Capital Outlay								
<u>008-255-911-0000</u>	CONSTRUCTION COST	21,000.00	21,000.00	0.00	0.00	0.00	21,000.00	0.00 %
<u>008-255-916-0000</u>	MACHINERY & EQUIPMENT	110,000.00	110,000.00	261.30	108,564.37	0.00	1,435.63	98.69 %
Category: 90 - Capital Outlay Total:		131,000.00	131,000.00	261.30	108,564.37	0.00	22,435.63	82.87%
Department: 255 - PUBLIC SAFETY CENTER Total:		131,000.00	131,000.00	261.30	108,564.37	0.00	22,435.63	82.87%
Department: 260 - FIRE DEPARTMENT								
Category: 90 - Capital Outlay								
<u>008-260-916-0000</u>	MACHINERY & EQUIPMENT	300,000.00	369,792.36	0.00	0.00	69,792.36	300,000.00	18.87 %
Category: 90 - Capital Outlay Total:		300,000.00	369,792.36	0.00	0.00	69,792.36	300,000.00	18.87%
Department: 260 - FIRE DEPARTMENT Total:		300,000.00	369,792.36	0.00	0.00	69,792.36	300,000.00	18.87%
Department: 550 - PARKS AND RECREATION								
Category: 60 - Contractual Services								
<u>008-550-603-0001</u>	ALICE ST LIGHT LEASE	13,920.00	13,920.00	0.00	4,640.00	0.00	9,280.00	33.33 %
<u>008-550-603-0002</u>	MUSCO HWY 57 LIGHT LEASE	157,826.00	157,826.00	0.00	78,912.83	0.00	78,913.17	50.00 %
<u>008-550-603-0003</u>	FREEDOM FIELD LIGHT LEASE	47,640.00	47,640.00	0.00	15,880.00	0.00	31,760.00	33.33 %
<u>008-550-603-0004</u>	BEACH WALKWAY/STREET LIGHT LEASE	14,400.00	14,400.00	0.00	4,680.00	0.00	9,720.00	32.50 %
Category: 60 - Contractual Services Total:		233,786.00	233,786.00	0.00	104,112.83	0.00	129,673.17	44.53%
Category: 70 - Grants, Subsidies, & Allocations								
<u>008-550-703-0000</u>	CITY MATCH FOR GRANTS	125,000.00	125,000.00	0.00	0.00	0.00	125,000.00	0.00 %
Category: 70 - Grants, Subsidies, & Allocations Total:		125,000.00	125,000.00	0.00	0.00	0.00	125,000.00	0.00%
Category: 90 - Capital Outlay								
<u>008-550-911-0915</u>	TENNIS COURTS	0.00	4,990.00	0.00	4,990.00	0.00	0.00	100.00 %
<u>008-550-911-0920</u>	SPORTS COMPLEX - HWY 57	100,000.00	100,000.00	0.00	14,635.00	0.00	85,365.00	14.64 %
<u>008-550-911-0924</u>	GAY LEMON	350,000.00	350,000.00	0.00	0.00	0.00	350,000.00	0.00 %
<u>008-550-911-0925</u>	MLK PARK	5,000.00	10,000.00	2,799.56	2,799.56	356.44	6,844.00	31.56 %
<u>008-550-911-0928</u>	FT MAUREPAS	6,000.00	6,000.00	260.00	260.00	193.00	5,547.00	7.55 %
<u>008-550-911-0930</u>	MARSHALL PARK	25,000.00	25,000.00	0.00	6,701.68	0.00	18,298.32	26.81 %

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008-550-916-0000	MISC PARK EQUIPMENT	50,000.00	50,000.00	0.00	0.00	0.00	50,000.00	0.00 %
Category: 90 - Capital Outlay Total:		536,000.00	545,990.00	3,059.56	29,386.24	549.44	516,054.32	5.48%
Department: 550 - PARKS AND RECREATION Total:		894,786.00	904,776.00	3,059.56	133,499.07	549.44	770,727.49	14.82%
Department: 553 - BEACHES								
Category: 90 - Capital Outlay								
008-553-901-0914	BEACH IMPROVEMENTS OTHER THAN BLDGS	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.00 %
Category: 90 - Capital Outlay Total:		10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.00%
Department: 553 - BEACHES Total:		10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.00%
Department: 554 - MARY C O'KEEFE CENTER								
Category: 90 - Capital Outlay								
008-554-901-0914	IMPROVEMENTS OTHER THAN BUILDINGS - MARY C	15,000.00	15,000.00	0.00	0.00	4,806.71	10,193.29	32.04 %
Category: 90 - Capital Outlay Total:		15,000.00	15,000.00	0.00	0.00	4,806.71	10,193.29	32.04%
Department: 554 - MARY C O'KEEFE CENTER Total:		15,000.00	15,000.00	0.00	0.00	4,806.71	10,193.29	32.04%
Department: 557 - OS DOG PARK								
Category: 90 - Capital Outlay								
008-557-911-0000	CONSTRUCTION COST	3,800.00	3,800.00	0.00	0.00	0.00	3,800.00	0.00 %
Category: 90 - Capital Outlay Total:		3,800.00	3,800.00	0.00	0.00	0.00	3,800.00	0.00%
Department: 557 - OS DOG PARK Total:		3,800.00	3,800.00	0.00	0.00	0.00	3,800.00	0.00%
Department: 650 - ECONOMIC DEVELOPMENT & ASSISTC								
Category: 60 - Contractual Services								
008-650-600-0600	CONTRACTUAL SERVICES	52,000.00	52,000.00	0.00	40,000.00	0.00	12,000.00	76.92 %
Category: 60 - Contractual Services Total:		52,000.00	52,000.00	0.00	40,000.00	0.00	12,000.00	76.92%
Category: 90 - Capital Outlay								
008-650-901-0000	DOWNTOWN IMPROVEMENTS	40,000.00	40,000.00	0.00	12,460.10	19,012.32	8,527.58	78.68 %
Category: 90 - Capital Outlay Total:		40,000.00	40,000.00	0.00	12,460.10	19,012.32	8,527.58	78.68%
Department: 650 - ECONOMIC DEVELOPMENT & ASSISTC Total:		92,000.00	92,000.00	0.00	52,460.10	19,012.32	20,527.58	77.69%
Department: 800 - DEBT SERVICE								
Category: 80 - Debt Service								
008-800-810-0000	INTEREST - 2021 G/O REFUNDING	132,145.00	132,145.00	0.00	66,072.50	0.00	66,072.50	50.00 %
008-800-820-0000	PRINCIPAL - 2021 G/O REFUNDING	521,000.00	521,000.00	0.00	0.00	0.00	521,000.00	0.00 %
008-800-840-0000	PAYING AGENT FEES	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	0.00 %
Category: 80 - Debt Service Total:		655,645.00	655,645.00	0.00	66,072.50	0.00	589,572.50	10.08%
Department: 800 - DEBT SERVICE Total:		655,645.00	655,645.00	0.00	66,072.50	0.00	589,572.50	10.08%
Department: 999 - TRANSFER TO OTHER FUNDS								
Category: 95 - Transfers Out								
008-999-950-0000	TRANSFER TO GENERAL FUND	35,000.00	35,000.00	0.00	35,000.00	0.00	0.00	100.00 %
008-999-950-0001	TRANSFER TO FESTIVAL FUND	51,300.00	51,300.00	0.00	51,300.00	0.00	0.00	100.00 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
008-999-950-0002	TRANSFER TO ENTERPRISE FUND	20,000.00	20,000.00	0.00	20,000.00	0.00	0.00	100.00 %
	Category: 95 - Transfers Out Total:	106,300.00	106,300.00	0.00	106,300.00	0.00	0.00	100.00%
	Department: 999 - TRANSFER TO OTHER FUNDS Total:	106,300.00	106,300.00	0.00	106,300.00	0.00	0.00	100.00%
	Total Revenues	2,550,000.00	2,550,000.00	0.00	665,722.99	0.00	-1,884,277.01	26.11%
	Total Expenses	2,208,531.00	2,288,313.36	3,320.86	466,896.04	94,160.83	1,727,256.49	24.52%
	Fund: 008 - FOOD AND BEVERAGE TAX 2% Surplus (Deficit):	341,469.00	261,686.64	-3,320.86	198,826.95	-94,160.83	-157,020.52	40.00%
Fund: 010 - FESTIVALS								
Department: 001 - GENERAL								
Category: 35 - Miscellaneous								
010-001-352-0000	JACKSON COUNTY BOS REVENUE	10,000.00	10,000.00	0.00	0.00	0.00	-10,000.00	0.00 %
010-001-359-0001	DONATIONS - CRUISIN' THE COAST	5,000.00	5,000.00	0.00	3,100.00	0.00	-1,900.00	62.00 %
	Category: 35 - Miscellaneous Total:	15,000.00	15,000.00	0.00	3,100.00	0.00	-11,900.00	20.67%
Category: 38 - Transfers and Non Revenue Receipts								
010-001-380-0000	Transfer In	51,300.00	51,300.00	0.00	51,300.00	0.00	0.00	100.00 %
	Category: 38 - Transfers and Non Revenue Receipts Total:	51,300.00	51,300.00	0.00	51,300.00	0.00	0.00	100.00%
	Department: 001 - GENERAL Total:	66,300.00	66,300.00	0.00	54,400.00	0.00	-11,900.00	82.05%
Department: 140 - SUPERVISION & FINANCE								
Category: 50 - Supplies								
010-140-566-0000	FESTIVAL SIGNS AND MATERIALS	1,000.00	2,000.00	575.00	1,353.40	0.00	646.60	67.67 %
	Category: 50 - Supplies Total:	1,000.00	2,000.00	575.00	1,353.40	0.00	646.60	67.67%
Category: 60 - Contractual Services								
010-140-600-0600	CONTRACTUAL SERVICES	5,000.00	5,000.00	0.00	1,666.68	0.00	3,333.32	33.33 %
	Category: 60 - Contractual Services Total:	5,000.00	5,000.00	0.00	1,666.68	0.00	3,333.32	33.33%
Category: 70 - Grants, Subsidies, & Allocations								
010-140-703-0000	MISC PROMOTIONS	0.00	0.00	0.00	-1,549.00	0.00	1,549.00	0.00 %
010-140-703-0001	CRUISIN' THE COAST	28,000.00	28,000.00	0.00	21,642.32	0.00	6,357.68	77.29 %
010-140-703-0002	HALLOWEEN	6,000.00	6,000.00	0.00	5,592.98	469.94	-62.92	101.05 %
010-140-703-0003	PETER ANDERSON	400.00	400.00	0.00	0.00	0.00	400.00	0.00 %
010-140-703-0004	CHRISTMAS	7,000.00	7,000.00	675.96	9,582.01	42.73	-2,624.74	137.50 %
010-140-703-0005	1699 EVENT	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.00 %
010-140-703-0006	FIREWORKS	15,000.00	15,000.00	0.00	0.00	0.00	15,000.00	0.00 %
010-140-703-0007	CEMETERY TOUR - MARY C	1,400.00	1,400.00	7.80	1,045.80	0.00	354.20	74.70 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
010-140-703-0008	EASTER - MARY C	1,500.00	1,500.00	0.00	0.00	0.00	1,500.00	0.00 %
	Category: 70 - Grants, Subsidies, & Allocations Total:	60,300.00	60,300.00	683.76	36,314.11	512.67	23,473.22	61.07%
	Department: 140 - SUPERVISION & FINANCE Total:	66,300.00	67,300.00	1,258.76	39,334.19	512.67	27,453.14	59.21%
	Total Revenues	66,300.00	66,300.00	0.00	54,400.00	0.00	-11,900.00	82.05%
	Total Expenses	66,300.00	67,300.00	1,258.76	39,334.19	512.67	27,453.14	59.21%
	Fund: 010 - FESTIVALS Surplus (Deficit):	0.00	-1,000.00	-1,258.76	15,065.81	-512.67	15,553.14	-1,455.31%
Fund: 020 - KEEP OS BEAUTIFUL								
	Department: 121 - KEEP OS BEAUTIFUL							
	Category: 50 - Supplies							
020-121-511-0000	SUPPLIES	0.00	0.00	11.24	11.24	0.00	-11.24	0.00 %
	Category: 50 - Supplies Total:	0.00	0.00	11.24	11.24	0.00	-11.24	0.00%
	Department: 121 - KEEP OS BEAUTIFUL Total:	0.00	0.00	11.24	11.24	0.00	-11.24	0.00%
	Total Revenues	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
	Total Expenses	0.00	0.00	11.24	11.24	0.00	-11.24	0.00%
	Fund: 020 - KEEP OS BEAUTIFUL Total:	0.00	0.00	11.24	11.24	0.00	-11.24	0.00%
Fund: 040 - BELLANDE/EVERGREEN CEMETERIES								
	Department: 001 - GENERAL							
	Category: 34 - Miscellaneous							
040-001-345-0000	CEMETERY SALES	45,000.00	45,000.00	0.00	3,035.00	0.00	-41,965.00	6.74 %
	Category: 34 - Miscellaneous Total:	45,000.00	45,000.00	0.00	3,035.00	0.00	-41,965.00	6.74%
	Department: 001 - GENERAL Total:	45,000.00	45,000.00	0.00	3,035.00	0.00	-41,965.00	6.74%
	Department: 140 - SUPERVISION & FINANCE							
	Category: 60 - Contractual Services							
040-140-616-0000	LEGAL DOCUMENT FILING	700.00	700.00	0.00	574.50	0.00	125.50	82.07 %
040-140-630-0000	GENERAL REPAIRS & MAINTENANCE	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.00 %
	Category: 60 - Contractual Services Total:	5,700.00	5,700.00	0.00	574.50	0.00	5,125.50	10.08%
	Department: 140 - SUPERVISION & FINANCE Total:	5,700.00	5,700.00	0.00	574.50	0.00	5,125.50	10.08%
	Total Revenues	45,000.00	45,000.00	0.00	3,035.00	0.00	-41,965.00	6.74%
	Total Expenses	5,700.00	5,700.00	0.00	574.50	0.00	5,125.50	10.08%
	Fund: 040 - BELLANDE/EVERGREEN CEMETERIES Surplus (Deficit):	39,300.00	39,300.00	0.00	2,460.50	0.00	-36,839.50	6.26%

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Fund: 100 - MODERNIZATION USE TAX								
Department: 001 - GENERAL								
Category: 23 - Intergovernmental Revenues								
<u>100-001-260-0000</u>	MODERNIZATION USE TAX	0.00	0.00	0.00	784,692.20	0.00	784,692.20	0.00 %
Category: 23 - Intergovernmental Revenues Total:		0.00	0.00	0.00	784,692.20	0.00	784,692.20	0.00%
Department: 001 - GENERAL Total:		0.00	0.00	0.00	784,692.20	0.00	784,692.20	0.00%
Department: 301 - STREET DEPARTMENT								
Category: 60 - Contractual Services								
<u>100-301-630-0000</u>	REPAIRS & MAINT - ROADS/STREETS/BRIDGES	0.00	0.00	53,508.00	153,554.60	0.00	-153,554.60	0.00 %
Category: 60 - Contractual Services Total:		0.00	0.00	53,508.00	153,554.60	0.00	-153,554.60	0.00%
Department: 301 - STREET DEPARTMENT Total:		0.00	0.00	53,508.00	153,554.60	0.00	-153,554.60	0.00%
Total Revenues		0.00	0.00	0.00	784,692.20	0.00	784,692.20	0.00%
Total Expenses		0.00	0.00	53,508.00	153,554.60	0.00	-153,554.60	0.00%
Fund: 100 - MODERNIZATION USE TAX Surplus (Deficit):		0.00	0.00	-53,508.00	631,137.60	0.00	631,137.60	0.00%
Fund: 101 - LIBRARY								
Department: 001 - GENERAL								
Category: 20 - Taxes								
<u>101-001-200-0000</u>	REAL TAXES	191,073.00	191,073.00	0.00	50,421.78	0.00	-140,651.22	26.39 %
<u>101-001-201-0000</u>	AUTOMOBILE TAXES	11,511.00	11,511.00	0.00	10,486.60	0.00	-1,024.40	91.10 %
<u>101-001-202-0000</u>	PERSONAL PROPERTY TAXES	27,625.00	27,625.00	0.00	7,170.32	0.00	-20,454.68	25.96 %
<u>101-001-203-0000</u>	PRIOR YEARS TAXES - REAL	0.00	0.00	0.00	8.25	0.00	8.25	0.00 %
<u>101-001-204-0000</u>	PRIOR YEARS TAXES - AUTOMOBILE	0.00	0.00	0.00	176.51	0.00	176.51	0.00 %
<u>101-001-205-0000</u>	PRIOR YEARS TAXES - PERSONAL	0.00	0.00	0.00	47.70	0.00	47.70	0.00 %
Category: 20 - Taxes Total:		230,209.00	230,209.00	0.00	68,311.16	0.00	-161,897.84	29.67%
Department: 001 - GENERAL Total:		230,209.00	230,209.00	0.00	68,311.16	0.00	-161,897.84	29.67%
Department: 510 - JACKSON-GEORGE REGIONL LIBRARY								
Category: 60 - Contractual Services								
<u>101-510-612-0000</u>	TELEPHONE	780.00	780.00	0.00	0.00	0.00	780.00	0.00 %
<u>101-510-620-0620</u>	BUILDING INSURANCE	50,254.00	50,254.00	0.00	5,684.25	0.00	44,569.75	11.31 %
<u>101-510-630-0000</u>	GENERAL REPAIRS & MAINTENANCE	20,000.00	20,000.00	4,836.03	4,885.98	150.00	14,964.02	25.18 %
<u>101-510-640-0000</u>	AID TO OTHER GOVERNMENTS	150,600.00	150,600.00	0.00	50,200.00	0.00	100,400.00	33.33 %
Category: 60 - Contractual Services Total:		221,634.00	221,634.00	4,836.03	60,770.23	150.00	160,713.77	27.49%

Budget Report

For Fiscal: 2022 - 2023 Period Ending: 02/28/2023

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Category: 90 - Capital Outlay								
<u>101-510-901-0915</u>	IMPROVEMENTS TO BUILDING	8,000.00	8,000.00	0.00	0.00	0.00	8,000.00	0.00 %
	Category: 90 - Capital Outlay Total:	8,000.00	8,000.00	0.00	0.00	0.00	8,000.00	0.00%
	Department: 510 - JACKSON-GEORGE REGIONL LIBRARY Total:	229,634.00	229,634.00	4,836.03	60,770.23	150.00	168,713.77	26.53%
	Total Revenues	230,209.00	230,209.00	0.00	68,311.16	0.00	-161,897.84	29.67%
	Total Expenses	229,634.00	229,634.00	4,836.03	60,770.23	150.00	168,713.77	26.53%
	Fund: 101 - LIBRARY Surplus (Deficit):	575.00	575.00	-4,836.03	7,540.93	-150.00	6,815.93	1,285.38%
Fund: 102 - SPECIAL PD FINES & FORFEITURES								
Department: 001 - GENERAL								
Category: 36 - Charges for Services								
<u>102-001-335-0000</u>	EQUITABLE SHARING FROM SEIZURES	10,000.00	10,000.00	0.00	43,976.31	0.00	33,976.31	439.76 %
	Category: 36 - Charges for Services Total:	10,000.00	10,000.00	0.00	43,976.31	0.00	33,976.31	439.76%
	Department: 001 - GENERAL Total:	10,000.00	10,000.00	0.00	43,976.31	0.00	33,976.31	439.76%
Department: 200 - POLICE DEPARTMENT								
Category: 60 - Contractual Services								
<u>102-200-605-0607</u>	TRAVEL/TRAINING/SEMINARS	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.00 %
	Category: 60 - Contractual Services Total:	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.00%
	Department: 200 - POLICE DEPARTMENT Total:	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.00%
	Total Revenues	10,000.00	10,000.00	0.00	43,976.31	0.00	33,976.31	439.76%
	Total Expenses	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.00%
	Fund: 102 - SPECIAL PD FINES & FORFEITURES Surplus (Deficit):	0.00	0.00	0.00	43,976.31	0.00	43,976.31	0.00%
Fund: 103 - TASK FORCE								
Department: 001 - GENERAL								
Category: 33 - Fines and Forfeits								
<u>103-001-334-0000</u>	ASSET FORFEITURES	10,000.00	10,000.00	0.00	15,000.00	0.00	5,000.00	150.00 %
	Category: 33 - Fines and Forfeits Total:	10,000.00	10,000.00	0.00	15,000.00	0.00	5,000.00	150.00%
Category: 38 - Transfers and Non Revenue Receipts								
<u>103-001-385-0000</u>	WORKING CASH	61,000.00	61,000.00	0.00	0.00	0.00	-61,000.00	0.00 %
	Category: 38 - Transfers and Non Revenue Receipts Total:	61,000.00	61,000.00	0.00	0.00	0.00	-61,000.00	0.00%
	Department: 001 - GENERAL Total:	71,000.00	71,000.00	0.00	15,000.00	0.00	-56,000.00	21.13%
Department: 200 - POLICE DEPARTMENT								
Category: 50 - Supplies								
<u>103-200-560-0000</u>	MATERIALS & SUPPLIES	12,000.00	12,000.00	0.00	0.00	0.00	12,000.00	0.00 %
	Category: 50 - Supplies Total:	12,000.00	12,000.00	0.00	0.00	0.00	12,000.00	0.00%

Budget Report

For Fiscal: 2022 - 2023 Period Ending: 02/28/2023

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Category: 90 - Capital Outlay								
<u>103-200-915-0000</u>	VEHICLES	0.00	0.00	0.00	148,816.00	0.00	-148,816.00	0.00 %
Category: 90 - Capital Outlay Total:		0.00	0.00	0.00	148,816.00	0.00	-148,816.00	0.00%
Department: 200 - POLICE DEPARTMENT Total:		12,000.00	12,000.00	0.00	148,816.00	0.00	-136,816.00	1,240.13%
Total Revenues		71,000.00	71,000.00	0.00	15,000.00	0.00	-56,000.00	21.13%
Total Expenses		12,000.00	12,000.00	0.00	148,816.00	0.00	-136,816.00	1,240.13%
Fund: 103 - TASK FORCE Surplus (Deficit):		59,000.00	59,000.00	0.00	-133,816.00	0.00	-192,816.00	-226.81%
Fund: 104 - AMERICAN RESCUE PLAN (ARPA) FUNDS								
Department: 330 - GRANT ACTIVITY								
Category: 34 - Miscellaneous								
<u>104-330-340-0000</u>	INTEREST EARNED	0.00	0.00	0.00	36,675.36	0.00	36,675.36	0.00 %
Category: 34 - Miscellaneous Total:		0.00	0.00	0.00	36,675.36	0.00	36,675.36	0.00%
Department: 330 - GRANT ACTIVITY Total:		0.00	0.00	0.00	36,675.36	0.00	36,675.36	0.00%
Total Revenues		0.00	0.00	0.00	36,675.36	0.00	36,675.36	0.00%
Total Expenses		0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Fund: 104 - AMERICAN RESCUE PLAN (ARPA) FUNDS Total:		0.00	0.00	0.00	36,675.36	0.00	36,675.36	0.00%
Fund: 105 - MDAH RECORDS MANAGEMENT								
Department: 001 - GENERAL								
Category: 34 - Miscellaneous								
<u>105-001-341-0000</u>	RECORDS MANAGEMENT FEE	0.00	0.00	0.50	0.50	0.00	0.50	0.00 %
Category: 34 - Miscellaneous Total:		0.00	0.00	0.50	0.50	0.00	0.50	0.00%
Department: 001 - GENERAL Total:		0.00	0.00	0.50	0.50	0.00	0.50	0.00%
Total Revenues		0.00	0.00	0.50	0.50	0.00	0.50	0.00%
Total Expenses		0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Fund: 105 - MDAH RECORDS MANAGEMENT Total:		0.00	0.00	0.50	0.50	0.00	0.50	0.00%
Fund: 120 - MUNICIPAL RESERVE FUND								
Department: 001 - GENERAL								
Category: 34 - Miscellaneous								
<u>120-001-340-0000</u>	INTEREST EARNED	0.00	0.00	0.00	11,659.64	0.00	11,659.64	0.00 %
Category: 34 - Miscellaneous Total:		0.00	0.00	0.00	11,659.64	0.00	11,659.64	0.00%

Budget Report

For Fiscal: 2022 - 2023 Period Ending: 02/28/2023

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Category: 38 - Transfers and Non Revenue Receipts								
<u>120-001-380-0383</u>	TRANSFER FROM GENERAL FUND	0.00	0.00	0.00	200,000.00	0.00	200,000.00	0.00 %
Category: 38 - Transfers and Non Revenue Receipts Total:		0.00	0.00	0.00	200,000.00	0.00	200,000.00	0.00%
Department: 001 - GENERAL Total:		0.00	0.00	0.00	211,659.64	0.00	211,659.64	0.00%
Total Revenues		0.00	0.00	0.00	211,659.64	0.00	211,659.64	0.00%
Total Expenses		0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Fund: 120 - MUNICIPAL RESERVE FUND Total:		0.00	0.00	0.00	211,659.64	0.00	211,659.64	0.00%
Fund: 161 - FIRE PROTECTION								
Department: 001 - GENERAL								
Category: 21 - Other Taxes								
<u>161-001-212-0000</u>	FIRE PROTECTION	103,207.00	103,207.00	0.00	0.00	0.00	-103,207.00	0.00 %
<u>161-001-213-0000</u>	FIRE REBATE CODE	2,916.00	2,916.00	0.00	0.00	0.00	-2,916.00	0.00 %
Category: 21 - Other Taxes Total:		106,123.00	106,123.00	0.00	0.00	0.00	-106,123.00	0.00%
Department: 001 - GENERAL Total:		106,123.00	106,123.00	0.00	0.00	0.00	-106,123.00	0.00%
Department: 800 - DEBT SERVICE								
Category: 80 - Debt Service								
<u>161-800-810-0000</u>	INTEREST	5,200.00	5,200.00	0.00	5,178.66	0.00	21.34	99.59 %
<u>161-800-820-0000</u>	PRINCIPAL	72,300.00	72,300.00	0.00	72,300.70	0.00	-0.70	100.00 %
<u>161-800-850-0000</u>	LEASE - TURNOUT GEAR (5 YRS)	19,417.00	19,417.00	20,628.23	20,628.23	0.00	-1,211.23	106.24 %
Category: 80 - Debt Service Total:		96,917.00	96,917.00	20,628.23	98,107.59	0.00	-1,190.59	101.23%
Department: 800 - DEBT SERVICE Total:		96,917.00	96,917.00	20,628.23	98,107.59	0.00	-1,190.59	101.23%
Total Revenues		106,123.00	106,123.00	0.00	0.00	0.00	-106,123.00	0.00%
Total Expenses		96,917.00	96,917.00	20,628.23	98,107.59	0.00	-1,190.59	101.23%
Fund: 161 - FIRE PROTECTION Surplus (Deficit):		9,206.00	9,206.00	-20,628.23	-98,107.59	0.00	-107,313.59	-1,065.69%
Fund: 171 - HURRICANE IDA AUG 2021								
Department: 330 - GRANT ACTIVITY								
Category: 23 - Intergovernmental Revenues								
<u>171-330-275-0000</u>	MEMA REVENUE	0.00	0.00	0.00	35,902.84	0.00	35,902.84	0.00 %
Category: 23 - Intergovernmental Revenues Total:		0.00	0.00	0.00	35,902.84	0.00	35,902.84	0.00%
Department: 330 - GRANT ACTIVITY Total:		0.00	0.00	0.00	35,902.84	0.00	35,902.84	0.00%

Budget Report

For Fiscal: 2022 - 2023 Period Ending: 02/28/2023

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Department: 406 - CAT G - PARKS AND BEACH								
Category: 60 - Contractual Services								
<u>171-406-600-0611</u>	ENGINEERING - CAT G	0.00	0.00	0.00	29,750.00	0.00	-29,750.00	0.00 %
	Category: 60 - Contractual Services Total:	0.00	0.00	0.00	29,750.00	0.00	-29,750.00	0.00%
	Department: 406 - CAT G - PARKS AND BEACH Total:	0.00	0.00	0.00	29,750.00	0.00	-29,750.00	0.00%
	Total Revenues	0.00	0.00	0.00	35,902.84	0.00	35,902.84	0.00%
	Total Expenses	0.00	0.00	0.00	29,750.00	0.00	-29,750.00	0.00%
	Fund: 171 - HURRICANE IDA AUG 2021 Surplus (Deficit):	0.00	0.00	0.00	6,152.84	0.00	6,152.84	0.00%
Fund: 174 - HURRICAN ZETA 10/28/2020								
Department: 405 - CAT F - UTILITIES								
Category: 50 - Supplies								
<u>174-405-560-0000</u>	MATERIALS AND SUPPLIES - UTILITIES	0.00	0.00	1,200.00	6,208.00	0.00	-6,208.00	0.00 %
	Category: 50 - Supplies Total:	0.00	0.00	1,200.00	6,208.00	0.00	-6,208.00	0.00%
	Department: 405 - CAT F - UTILITIES Total:	0.00	0.00	1,200.00	6,208.00	0.00	-6,208.00	0.00%
	Total Revenues	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
	Total Expenses	0.00	0.00	1,200.00	6,208.00	0.00	-6,208.00	0.00%
	Fund: 174 - HURRICAN ZETA 10/28/2020 Total:	0.00	0.00	1,200.00	6,208.00	0.00	-6,208.00	0.00%
Fund: 200 - GENERAL OBLIGATIONS								
Department: 001 - GENERAL								
Category: 20 - Taxes								
<u>200-001-200-0000</u>	REAL TAXES	828,562.00	828,562.00	0.00	218,647.17	0.00	-609,914.83	26.39 %
<u>200-001-201-0000</u>	AUTOMOBILE TAXES	49,913.00	49,913.00	0.00	45,473.90	0.00	-4,439.10	91.11 %
<u>200-001-202-0000</u>	PERSONAL PROPERTY TAXES	119,792.00	119,792.00	0.00	31,093.12	0.00	-88,698.88	25.96 %
<u>200-001-203-0000</u>	PRIOR YEARS TAXES - REAL	0.00	0.00	0.00	35.78	0.00	35.78	0.00 %
<u>200-001-205-0000</u>	PRIOR YEARS TAXES - PERSONAL	0.00	0.00	0.00	970.88	0.00	970.88	0.00 %
	Category: 20 - Taxes Total:	998,267.00	998,267.00	0.00	296,220.85	0.00	-702,046.15	29.67%
	Department: 001 - GENERAL Total:	998,267.00	998,267.00	0.00	296,220.85	0.00	-702,046.15	29.67%
Department: 800 - DEBT SERVICE								
Category: 80 - Debt Service								
<u>200-800-810-0000</u>	INTEREST - G/O REF 2019 THE PEOPLES BANK	74,275.00	74,275.00	0.00	38,900.00	0.00	35,375.00	52.37 %
<u>200-800-810-0001</u>	RED RIVER BANK - G/O NOTE SERIES 2022 INTEREST	22,300.00	22,300.00	0.00	0.00	0.00	22,300.00	0.00 %
<u>200-800-820-0000</u>	PRINCIPAL - G/O REF 2019 THE PEOPLES BANK	235,000.00	235,000.00	0.00	235,000.00	0.00	0.00	100.00 %
<u>200-800-820-0001</u>	RED RIVER BANK - G/O NOTE SERIES 2022 PRINCIPAL	390,000.00	390,000.00	0.00	0.00	0.00	390,000.00	0.00 %
<u>200-800-840-0000</u>	PAYING AGENT FEES	2,250.00	2,250.00	0.00	2,250.00	0.00	0.00	100.00 %

Budget Report

For Fiscal: 2022 - 2023 Period Ending: 02/28/2023

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
<u>200-800-850-0000</u>	MOTOROLA RADIO LEASE	73,665.00	73,665.00	0.00	73,664.80	0.00	0.20	100.00 %
	Category: 80 - Debt Service Total:	797,490.00	797,490.00	0.00	349,814.80	0.00	447,675.20	43.86%
	Department: 800 - DEBT SERVICE Total:	797,490.00	797,490.00	0.00	349,814.80	0.00	447,675.20	43.86%
	Total Revenues	998,267.00	998,267.00	0.00	296,220.85	0.00	-702,046.15	29.67%
	Total Expenses	797,490.00	797,490.00	0.00	349,814.80	0.00	447,675.20	43.86%
	Fund: 200 - GENERAL OBLIGATIONS Surplus (Deficit):	200,777.00	200,777.00	0.00	-53,593.95	0.00	-254,370.95	-26.69%
Fund: 301 - MS DEPT OF ARCHIVES & HISTORY CLG								
	Department: 001 - GENERAL							
	Category: 23 - Intergovernmental Revenues							
<u>301-001-275-0000</u>	CLG - L&N TRAIN DEPOT	0.00	10,000.00	0.00	0.00	0.00	-10,000.00	0.00 %
<u>301-001-276-0000</u>	MATCH PROCEEDS - OS CHAMBER	0.00	10,300.00	0.00	0.00	0.00	-10,300.00	0.00 %
	Category: 23 - Intergovernmental Revenues Total:	0.00	20,300.00	0.00	0.00	0.00	-20,300.00	0.00%
	Department: 001 - GENERAL Total:	0.00	20,300.00	0.00	0.00	0.00	-20,300.00	0.00%
	Department: 190 - PLANNING DEPARTMENT							
	Category: 60 - Contractual Services							
<u>301-190-600-0000</u>	CONTRACTUAL - L&N TRAIN DEPOT	0.00	20,300.00	0.00	0.00	20,300.00	0.00	100.00 %
	Category: 60 - Contractual Services Total:	0.00	20,300.00	0.00	0.00	20,300.00	0.00	100.00%
	Department: 190 - PLANNING DEPARTMENT Total:	0.00	20,300.00	0.00	0.00	20,300.00	0.00	100.00%
	Department: 196 - MARY C O'KEEFE							
	Category: 23 - Intergovernmental Revenues							
<u>301-196-275-0000</u>	CLG - MCOK CONDITION REPORT	0.00	0.00	0.00	5,000.00	0.00	5,000.00	0.00 %
<u>301-196-275-0001</u>	CLG - MCOK WINDOW REPAIR	0.00	0.00	0.00	2,500.00	0.00	2,500.00	0.00 %
	Category: 23 - Intergovernmental Revenues Total:	0.00	0.00	0.00	7,500.00	0.00	7,500.00	0.00%
	Department: 196 - MARY C O'KEEFE Total:	0.00	0.00	0.00	7,500.00	0.00	7,500.00	0.00%
	Department: 999 - TRANSFER TO OTHER FUNDS							
	Category: 95 - Transfers Out							
<u>301-999-950-0000</u>	TRANSFER OUT	0.00	0.00	0.00	7,500.00	0.00	-7,500.00	0.00 %
	Category: 95 - Transfers Out Total:	0.00	0.00	0.00	7,500.00	0.00	-7,500.00	0.00%
	Department: 999 - TRANSFER TO OTHER FUNDS Total:	0.00	0.00	0.00	7,500.00	0.00	-7,500.00	0.00%
	Total Revenues	0.00	20,300.00	0.00	7,500.00	0.00	-12,800.00	36.95%
	Total Expenses	0.00	20,300.00	0.00	7,500.00	20,300.00	-7,500.00	136.95%
	Fund: 301 - MS DEPT OF ARCHIVES & HISTORY CLG Surplus (Deficit):	0.00	0.00	0.00	0.00	-20,300.00	-20,300.00	0.00%

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For Fiscal: 2022 - 2023 Period Ending: 02/28/2023

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Fund: 302 - NATIONAL HERITAGE - MARBLE SPRINGS								
Department: 330 - GRANT ACTIVITY								
Category: 50 - Supplies								
<u>302-330-560-0000</u>	MATERIALS & SUPPLIES - NATIONAL HERITAGE	0.00	0.00	0.00	19,700.00	7,429.87	-27,129.87	0.00 %
	Category: 50 - Supplies Total:	0.00	0.00	0.00	19,700.00	7,429.87	-27,129.87	0.00%
Category: 60 - Contractual Services								
<u>302-330-600-0600</u>	CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00	3,600.00	-3,600.00	0.00 %
	Category: 60 - Contractual Services Total:	0.00	0.00	0.00	0.00	3,600.00	-3,600.00	0.00%
	Department: 330 - GRANT ACTIVITY Total:	0.00	0.00	0.00	19,700.00	11,029.87	-30,729.87	0.00%
	Total Revenues	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
	Total Expenses	0.00	0.00	0.00	19,700.00	11,029.87	-30,729.87	0.00%
	Fund: 302 - NATIONAL HERITAGE - MARBLE SPRINGS Total:	0.00	0.00	0.00	19,700.00	11,029.87	-30,729.87	0.00%
Fund: 303 - TIDELANDS FY21-P412-01 - PORTER AVE								
Department: 001 - GENERAL								
Category: 23 - Intergovernmental Revenues								
<u>303-001-275-0000</u>	TIDELANDS GRANT - DMR	0.00	0.00	0.00	10,040.00	0.00	10,040.00	0.00 %
	Category: 23 - Intergovernmental Revenues Total:	0.00	0.00	0.00	10,040.00	0.00	10,040.00	0.00%
	Department: 001 - GENERAL Total:	0.00	0.00	0.00	10,040.00	0.00	10,040.00	0.00%
Department: 330 - GRANT ACTIVITY								
Category: 90 - Capital Outlay								
<u>303-330-911-0000</u>	CONSTRUCTION COST - TIDELAND FY21 PORTER AVE	0.00	0.00	0.00	3,880.00	0.00	-3,880.00	0.00 %
	Category: 90 - Capital Outlay Total:	0.00	0.00	0.00	3,880.00	0.00	-3,880.00	0.00%
	Department: 330 - GRANT ACTIVITY Total:	0.00	0.00	0.00	3,880.00	0.00	-3,880.00	0.00%
	Total Revenues	0.00	0.00	0.00	10,040.00	0.00	10,040.00	0.00%
	Total Expenses	0.00	0.00	0.00	3,880.00	0.00	-3,880.00	0.00%
	Fund: 303 - TIDELANDS FY21-P412-01 - PORTER AVE Surplus (Deficit):	0.00	0.00	0.00	6,160.00	0.00	6,160.00	0.00%
Fund: 304 - FRONT BEACH MARINA								
Department: 330 - GRANT ACTIVITY								
Category: 23 - Intergovernmental Revenues								
<u>304-330-275-0000</u>	GOMESA - FRONT BEACH PUBLIC ACCESS	0.00	0.00	0.00	113,266.20	0.00	113,266.20	0.00 %
	Category: 23 - Intergovernmental Revenues Total:	0.00	0.00	0.00	113,266.20	0.00	113,266.20	0.00%

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Category: 60 - Contractual Services								
<u>304-330-600-0000</u>	ENGINEERING - FRONT BEACH PUBLIC ACCESS	0.00	0.00	27,600.50	140,866.70	0.00	-140,866.70	0.00 %
	Category: 60 - Contractual Services Total:	0.00	0.00	27,600.50	140,866.70	0.00	-140,866.70	0.00%
	Department: 330 - GRANT ACTIVITY Surplus (Deficit):	0.00	0.00	-27,600.50	-27,600.50	0.00	-27,600.50	0.00%
	Total Revenues	0.00	0.00	0.00	113,266.20	0.00	113,266.20	0.00%
	Total Expenses	0.00	0.00	27,600.50	140,866.70	0.00	-140,866.70	0.00%
	Fund: 304 - FRONT BEACH MARINA Surplus (Deficit):	0.00	0.00	-27,600.50	-27,600.50	0.00	-27,600.50	0.00%
Fund: 308 - MDOT LPA 108084 - OS ROAD PHASE I								
Department: 330 - GRANT ACTIVITY								
Category: 23 - Intergovernmental Revenues								
<u>308-330-275-0001</u>	MATCH PROCEEDS - JACKSON COUNTY	0.00	0.00	0.00	63,454.00	0.00	63,454.00	0.00 %
	Category: 23 - Intergovernmental Revenues Total:	0.00	0.00	0.00	63,454.00	0.00	63,454.00	0.00%
Category: 90 - Capital Outlay								
<u>308-330-911-0001</u>	PRELIMINARY ENGINEERING - OS ROAD	0.00	0.00	0.00	14,643.00	0.00	-14,643.00	0.00 %
	Category: 90 - Capital Outlay Total:	0.00	0.00	0.00	14,643.00	0.00	-14,643.00	0.00%
	Department: 330 - GRANT ACTIVITY Surplus (Deficit):	0.00	0.00	0.00	48,811.00	0.00	48,811.00	0.00%
	Total Revenues	0.00	0.00	0.00	63,454.00	0.00	63,454.00	0.00%
	Total Expenses	0.00	0.00	0.00	14,643.00	0.00	-14,643.00	0.00%
	Fund: 308 - MDOT LPA 108084 - OS ROAD PHASE I Surplus (Deficit):	0.00	0.00	0.00	48,811.00	0.00	48,811.00	0.00%
Fund: 309 - MDOT DT TRAFFIC/TRAVEL/PARKING								
Department: 001 - GENERAL								
Category: 23 - Intergovernmental Revenues								
<u>309-001-275-0000</u>	GRANT PROCEEDS - MDOT	0.00	0.00	0.00	12,187.31	0.00	12,187.31	0.00 %
	Category: 23 - Intergovernmental Revenues Total:	0.00	0.00	0.00	12,187.31	0.00	12,187.31	0.00%
	Department: 001 - GENERAL Total:	0.00	0.00	0.00	12,187.31	0.00	12,187.31	0.00%
	Total Revenues	0.00	0.00	0.00	12,187.31	0.00	12,187.31	0.00%
	Total Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
	Fund: 309 - MDOT DT TRAFFIC/TRAVEL/PARKING Total:	0.00	0.00	0.00	12,187.31	0.00	12,187.31	0.00%
Fund: 310 - CDBG GRANTS								
Department: 335 - Grant - Parktown								
Category: 23 - Intergovernmental Revenues								
<u>310-335-275-0000</u>	GRANT - PARKTOWN	0.00	0.00	0.00	146,544.80	0.00	146,544.80	0.00 %
	Category: 23 - Intergovernmental Revenues Total:	0.00	0.00	0.00	146,544.80	0.00	146,544.80	0.00%

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Category: 90 - Capital Outlay								
<u>310-335-911-0000</u>	CONSTRUCTION - KCDBG PARKTOWN	0.00	0.00	0.00	287,809.42	0.00	-287,809.42	0.00 %
	Category: 90 - Capital Outlay Total:	0.00	0.00	0.00	287,809.42	0.00	-287,809.42	0.00%
	Department: 335 - Grant - Parktown Surplus (Deficit):	0.00	0.00	0.00	-141,264.62	0.00	-141,264.62	0.00%
Department: 336 - Grant - Ft. Bayou								
Category: 23 - Intergovernmental Revenues								
<u>310-336-275-0000</u>	GRANT - FT. BAYOU	0.00	0.00	0.00	3,000.00	0.00	3,000.00	0.00 %
	Category: 23 - Intergovernmental Revenues Total:	0.00	0.00	0.00	3,000.00	0.00	3,000.00	0.00%
Category: 90 - Capital Outlay								
<u>310-336-911-0000</u>	CONSTRUCTION - KCDBG FT. BAYOU	0.00	0.00	0.00	3,000.00	0.00	-3,000.00	0.00 %
	Category: 90 - Capital Outlay Total:	0.00	0.00	0.00	3,000.00	0.00	-3,000.00	0.00%
	Department: 336 - Grant - Ft. Bayou Surplus (Deficit):	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
	Total Revenues	0.00	0.00	0.00	149,544.80	0.00	149,544.80	0.00%
	Total Expenses	0.00	0.00	0.00	290,809.42	0.00	-290,809.42	0.00%
	Fund: 310 - CDBG GRANTS Surplus (Deficit):	0.00	0.00	0.00	-141,264.62	0.00	-141,264.62	0.00%
Fund: 318 - GAY LEMON (MS WILDLIFE / NPS)								
Department: 330 - GRANT ACTIVITY								
Category: 50 - Supplies								
<u>318-330-560-0000</u>	MATERIALS AND SUPPLIES - GAY LEMON	0.00	0.00	0.00	0.00	193.00	-193.00	0.00 %
	Category: 50 - Supplies Total:	0.00	0.00	0.00	0.00	193.00	-193.00	0.00%
	Department: 330 - GRANT ACTIVITY Total:	0.00	0.00	0.00	0.00	193.00	-193.00	0.00%
	Total Revenues	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
	Total Expenses	0.00	0.00	0.00	0.00	193.00	-193.00	0.00%
	Fund: 318 - GAY LEMON (MS WILDLIFE / NPS) Total:	0.00	0.00	0.00	0.00	193.00	-193.00	0.00%
Fund: 320 - STP-GOVERNMENT ST SIDEWALKS								
Department: 340 - Grant Activity								
Category: 90 - Capital Outlay								
<u>320-340-911-0001</u>	PRELIMINARY ENGINEERING - PHASE II	0.00	0.00	0.00	8,611.00	0.00	-8,611.00	0.00 %
	Category: 90 - Capital Outlay Total:	0.00	0.00	0.00	8,611.00	0.00	-8,611.00	0.00%
	Department: 340 - Grant Activity Total:	0.00	0.00	0.00	8,611.00	0.00	-8,611.00	0.00%
	Total Revenues	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
	Total Expenses	0.00	0.00	0.00	8,611.00	0.00	-8,611.00	0.00%
	Fund: 320 - STP-GOVERNMENT ST SIDEWALKS Total:	0.00	0.00	0.00	8,611.00	0.00	-8,611.00	0.00%

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Fund: 322 - MS SENATE BOND 3065								
Department: 001 - GENERAL								
Category: 34 - Miscellaneous								
<u>322-001-340-0000</u>	INTEREST EARNED	0.00	0.00	0.00	90.48	0.00	90.48	0.00 %
Category: 34 - Miscellaneous Total:		0.00	0.00	0.00	90.48	0.00	90.48	0.00%
Department: 001 - GENERAL Total:		0.00	0.00	0.00	90.48	0.00	90.48	0.00%
Department: 999 - TRANSFER TO OTHER FUNDS								
Category: 95 - Transfers Out								
<u>322-999-950-0000</u>	TRANSFER OUT - MISC PROJECTS	0.00	0.00	0.00	15,360.81	0.00	-15,360.81	0.00 %
<u>322-999-950-0002</u>	TRANSFER OUT - CIPP LINING	0.00	0.00	0.00	1,065.48	0.00	-1,065.48	0.00 %
<u>322-999-950-0007</u>	TRANSFER OUT - BAYWOOD LS 68	0.00	0.00	0.00	42,506.30	0.00	-42,506.30	0.00 %
Category: 95 - Transfers Out Total:		0.00	0.00	0.00	58,932.59	0.00	-58,932.59	0.00%
Department: 999 - TRANSFER TO OTHER FUNDS Total:		0.00	0.00	0.00	58,932.59	0.00	-58,932.59	0.00%
Total Revenues		0.00	0.00	0.00	90.48	0.00	90.48	0.00%
Total Expenses		0.00	0.00	0.00	58,932.59	0.00	-58,932.59	0.00%
Fund: 322 - MS SENATE BOND 3065 Surplus (Deficit):		0.00	0.00	0.00	-58,842.11	0.00	-58,842.11	0.00%
Fund: 328 - TIDELANDS GRANTS								
Department: 001 - GENERAL								
Category: 23 - Intergovernmental Revenues								
<u>328-001-275-0002</u>	TIDELANDS FY23-P412-06 WASH. AVE @ FRONT BEACH	0.00	304,500.00	0.00	0.00	0.00	-304,500.00	0.00 %
Category: 23 - Intergovernmental Revenues Total:		0.00	304,500.00	0.00	0.00	0.00	-304,500.00	0.00%
Department: 001 - GENERAL Total:		0.00	304,500.00	0.00	0.00	0.00	-304,500.00	0.00%
Department: 300 - PUBLIC WORKS ADMINISTRATION								
Category: 90 - Capital Outlay								
<u>328-300-911-0002</u>	CONSTRUCTION - WASH. AVE @ FRONT BEACH	0.00	304,500.00	3,000.00	3,000.00	0.00	301,500.00	0.99 %
Category: 90 - Capital Outlay Total:		0.00	304,500.00	3,000.00	3,000.00	0.00	301,500.00	0.99%
Department: 300 - PUBLIC WORKS ADMINISTRATION Total:		0.00	304,500.00	3,000.00	3,000.00	0.00	301,500.00	0.99%
Total Revenues		0.00	304,500.00	0.00	0.00	0.00	-304,500.00	0.00%
Total Expenses		0.00	304,500.00	3,000.00	3,000.00	0.00	301,500.00	0.99%
Fund: 328 - TIDELANDS GRANTS Surplus (Deficit):		0.00	0.00	-3,000.00	-3,000.00	0.00	-3,000.00	0.00%
Fund: 329 - TIDELANDS GRANT BEACH REPAIRS								
Department: 330 - GRANT ACTIVITY								
Category: 23 - Intergovernmental Revenues								
<u>329-330-275-0000</u>	GRANT	0.00	0.00	0.00	206,688.00	0.00	206,688.00	0.00 %
Category: 23 - Intergovernmental Revenues Total:		0.00	0.00	0.00	206,688.00	0.00	206,688.00	0.00%

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Category: 90 - Capital Outlay								
<u>329-330-911-0000</u>	CONSTRUCTION COST	0.00	0.00	39,571.30	304,556.30	0.00	-304,556.30	0.00 %
Category: 90 - Capital Outlay Total:		0.00	0.00	39,571.30	304,556.30	0.00	-304,556.30	0.00%
Department: 330 - GRANT ACTIVITY Surplus (Deficit):		0.00	0.00	-39,571.30	-97,868.30	0.00	-97,868.30	0.00%
Total Revenues		0.00	0.00	0.00	206,688.00	0.00	206,688.00	0.00%
Total Expenses		0.00	0.00	39,571.30	304,556.30	0.00	-304,556.30	0.00%
Fund: 329 - TIDELANDS GRANT BEACH REPAIRS Surplus (Deficit):		0.00	0.00	-39,571.30	-97,868.30	0.00	-97,868.30	0.00%
Fund: 331 - HB1730-2020 WATER AND SEWER								
Department: 001 - GENERAL								
Category: 34 - Miscellaneous								
<u>331-001-340-0000</u>	INTEREST EARNED	0.00	0.00	0.00	8,305.86	0.00	8,305.86	0.00 %
Category: 34 - Miscellaneous Total:		0.00	0.00	0.00	8,305.86	0.00	8,305.86	0.00%
Department: 001 - GENERAL Total:		0.00	0.00	0.00	8,305.86	0.00	8,305.86	0.00%
Department: 999 - TRANSFER TO OTHER FUNDS								
Category: 95 - Transfers Out								
<u>331-999-950-0000</u>	TRANSFER OUT - MISC PROJECTS	0.00	0.00	0.00	84,099.71	0.00	-84,099.71	0.00 %
Category: 95 - Transfers Out Total:		0.00	0.00	0.00	84,099.71	0.00	-84,099.71	0.00%
Department: 999 - TRANSFER TO OTHER FUNDS Total:		0.00	0.00	0.00	84,099.71	0.00	-84,099.71	0.00%
Total Revenues		0.00	0.00	0.00	8,305.86	0.00	8,305.86	0.00%
Total Expenses		0.00	0.00	0.00	84,099.71	0.00	-84,099.71	0.00%
Fund: 331 - HB1730-2020 WATER AND SEWER Surplus (Deficit):		0.00	0.00	0.00	-75,793.85	0.00	-75,793.85	0.00%
Fund: 332 - SENATE BOND 2948 SIDEWALKS								
Department: 001 - GENERAL								
Category: 34 - Miscellaneous								
<u>332-001-340-0000</u>	INTEREST EARNED	0.00	0.00	0.00	8,019.59	0.00	8,019.59	0.00 %
Category: 34 - Miscellaneous Total:		0.00	0.00	0.00	8,019.59	0.00	8,019.59	0.00%
Department: 001 - GENERAL Total:		0.00	0.00	0.00	8,019.59	0.00	8,019.59	0.00%
Department: 190 - PLANNING DEPARTMENT								
Category: 90 - Capital Outlay								
<u>332-190-901-0003</u>	MISC SIDEWALK PROJECTS	0.00	0.00	0.00	22,873.60	0.00	-22,873.60	0.00 %
Category: 90 - Capital Outlay Total:		0.00	0.00	0.00	22,873.60	0.00	-22,873.60	0.00%
Department: 190 - PLANNING DEPARTMENT Total:		0.00	0.00	0.00	22,873.60	0.00	-22,873.60	0.00%
Total Revenues		0.00	0.00	0.00	8,019.59	0.00	8,019.59	0.00%
Total Expenses		0.00	0.00	0.00	22,873.60	0.00	-22,873.60	0.00%
Fund: 332 - SENATE BOND 2948 SIDEWALKS Surplus (Deficit):		0.00	0.00	0.00	-14,854.01	0.00	-14,854.01	0.00%

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Fund: 333 - SB2948 SPECIAL PROJECTS - MARY C								
Department: 001 - GENERAL								
Category: 34 - Miscellaneous								
<u>333-001-340-0000</u>	INTEREST EARNED	0.00	0.00	0.00	3,920.39	0.00	3,920.39	0.00 %
Category: 34 - Miscellaneous Total:		0.00	0.00	0.00	3,920.39	0.00	3,920.39	0.00%
Category: 38 - Transfers and Non Revenue Receipts								
<u>333-001-380-0000</u>	TRANSFER IN	0.00	0.00	0.00	7,500.00	0.00	7,500.00	0.00 %
Category: 38 - Transfers and Non Revenue Receipts Total:		0.00	0.00	0.00	7,500.00	0.00	7,500.00	0.00%
Department: 001 - GENERAL Total:		0.00	0.00	0.00	11,420.39	0.00	11,420.39	0.00%
Department: 999 - TRANSFER TO OTHER FUNDS								
Category: 95 - Transfers Out								
<u>333-999-950-0000</u>	TRANSFER OUT - MARY C	0.00	0.00	0.00	18,833.25	0.00	-18,833.25	0.00 %
Category: 95 - Transfers Out Total:		0.00	0.00	0.00	18,833.25	0.00	-18,833.25	0.00%
Department: 999 - TRANSFER TO OTHER FUNDS Total:		0.00	0.00	0.00	18,833.25	0.00	-18,833.25	0.00%
Total Revenues		0.00	0.00	0.00	11,420.39	0.00	11,420.39	0.00%
Total Expenses		0.00	0.00	0.00	18,833.25	0.00	-18,833.25	0.00%
Fund: 333 - SB2948 SPECIAL PROJECTS - MARY C Surplus (Deficit):		0.00	0.00	0.00	-7,412.86	0.00	-7,412.86	0.00%
Fund: 334 - SB2971 WATER/SEWER/DRAINAGE								
Department: 001 - GENERAL								
Category: 34 - Miscellaneous								
<u>334-001-340-0000</u>	INTEREST EARNED	0.00	0.00	0.00	8,361.21	0.00	8,361.21	0.00 %
Category: 34 - Miscellaneous Total:		0.00	0.00	0.00	8,361.21	0.00	8,361.21	0.00%
Department: 001 - GENERAL Total:		0.00	0.00	0.00	8,361.21	0.00	8,361.21	0.00%
Total Revenues		0.00	0.00	0.00	8,361.21	0.00	8,361.21	0.00%
Total Expenses		0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Fund: 334 - SB2971 WATER/SEWER/DRAINAGE Total:		0.00	0.00	0.00	8,361.21	0.00	8,361.21	0.00%
Fund: 335 - HB1353 - RILEY RD IMPROVEMENTS								
Department: 001 - GENERAL								
Category: 34 - Miscellaneous								
<u>335-001-340-0000</u>	INTEREST EARNED	0.00	0.00	0.00	4,156.83	0.00	4,156.83	0.00 %
Category: 34 - Miscellaneous Total:		0.00	0.00	0.00	4,156.83	0.00	4,156.83	0.00%
Department: 001 - GENERAL Total:		0.00	0.00	0.00	4,156.83	0.00	4,156.83	0.00%
Total Revenues		0.00	0.00	0.00	4,156.83	0.00	4,156.83	0.00%
Total Expenses		0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Fund: 335 - HB1353 - RILEY RD IMPROVEMENTS Total:		0.00	0.00	0.00	4,156.83	0.00	4,156.83	0.00%

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Fund: 336 - HB 1353 - WATER/SEWER/INFRASTRUCTURE/MARINA								
Department: 001 - GENERAL								
Category: 34 - Miscellaneous								
<u>336-001-340-0000</u>	INTEREST EARNED	0.00	0.00	0.00	12,470.49	0.00	12,470.49	0.00 %
Category: 34 - Miscellaneous Total:		0.00	0.00	0.00	12,470.49	0.00	12,470.49	0.00%
Department: 001 - GENERAL Total:		0.00	0.00	0.00	12,470.49	0.00	12,470.49	0.00%
Total Revenues		0.00	0.00	0.00	12,470.49	0.00	12,470.49	0.00%
Total Expenses		0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Fund: 336 - HB 1353 - WATER/SEWER/INFRASTRUCTURE/MARINA Total:		0.00	0.00	0.00	12,470.49	0.00	12,470.49	0.00%
Fund: 401 - UTILITY ENTERPRISE								
Department: 001 - GENERAL								
Category: 28 - Charges for Government Services								
<u>401-001-297-0000</u>	GARBAGE COLLECTION CHARGES	1,764,000.00	1,764,000.00	235.00	595,854.00	0.00	-1,168,146.00	33.78 %
Category: 28 - Charges for Government Services Total:		1,764,000.00	1,764,000.00	235.00	595,854.00	0.00	-1,168,146.00	33.78%
Category: 34 - Miscellaneous								
<u>401-001-317-0000</u>	SEWER CHARGES	3,856,320.00	3,856,320.00	456.74	1,285,282.85	0.00	-2,571,037.15	33.33 %
Category: 34 - Miscellaneous Total:		3,856,320.00	3,856,320.00	456.74	1,285,282.85	0.00	-2,571,037.15	33.33%
Category: 35 - Miscellaneous								
<u>401-001-359-0000</u>	OTHER INCOME - ENTERPRISE	12,000.00	12,000.00	4,960.00	5,662.41	0.00	-6,337.59	47.19 %
<u>401-001-359-0001</u>	DAMAGE REIMBURSEMENT	64,000.00	64,000.00	0.00	0.00	0.00	-64,000.00	0.00 %
Category: 35 - Miscellaneous Total:		76,000.00	76,000.00	4,960.00	5,662.41	0.00	-70,337.59	7.45%
Category: 36 - Charges for Services								
<u>401-001-360-0000</u>	METERED SALES	2,830,440.00	2,830,440.00	-55.29	929,143.30	0.00	-1,901,296.70	32.83 %
<u>401-001-361-0000</u>	OTHER SALES - WATER	55,000.00	55,000.00	0.00	10,688.62	0.00	-44,311.38	19.43 %
<u>401-001-362-0000</u>	SERVICE CONNECTION CHARGES	40,000.00	40,000.00	160.00	12,057.00	0.00	-27,943.00	30.14 %
<u>401-001-363-0000</u>	WATER / SEWER TAP FEES	30,000.00	30,000.00	0.00	1,575.00	0.00	-28,425.00	5.25 %
<u>401-001-364-0000</u>	PENALTIES & LATE CHARGES ON BILLING	200,000.00	200,000.00	-52.51	70,559.52	0.00	-129,440.48	35.28 %
Category: 36 - Charges for Services Total:		3,155,440.00	3,155,440.00	52.20	1,024,023.44	0.00	-2,131,416.56	32.45%
Category: 38 - Transfers and Non Revenue Receipts								
<u>401-001-380-0000</u>	TRANSFER IN	20,000.00	20,000.00	0.00	20,000.00	0.00	0.00	100.00 %
<u>401-001-385-0000</u>	WORKING CASH	200,000.00	200,000.00	0.00	0.00	0.00	-200,000.00	0.00 %
Category: 38 - Transfers and Non Revenue Receipts Total:		220,000.00	220,000.00	0.00	20,000.00	0.00	-200,000.00	9.09%
Department: 001 - GENERAL Total:		9,071,760.00	9,071,760.00	5,703.94	2,930,822.70	0.00	-6,140,937.30	32.31%
Department: 300 - PUBLIC WORKS ADMINISTRATION								
Category: 40 - Personnel Services								
<u>401-300-420-0000</u>	SALARIES	428,763.00	428,763.00	0.00	139,815.79	0.00	288,947.21	32.61 %
<u>401-300-460-0000</u>	STATE RETIREMENT-CITY'S SHARE	74,605.00	74,605.00	0.00	24,403.81	0.00	50,201.19	32.71 %
<u>401-300-470-0000</u>	FICA TAXES - CITY'S SHARE	32,800.00	32,800.00	0.00	10,267.45	0.00	22,532.55	31.30 %

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		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
<u>401-300-480-0000</u>	EMPLOYEE GROUP INSURANCE	68,741.00	68,741.00	0.00	20,571.31	0.00	48,169.69	29.93 %
<u>401-300-491-0000</u>	WORKERS' COMPENSATION	5,273.00	33,804.00	0.00	24,005.24	0.00	9,798.76	71.01 %
Category: 40 - Personnel Services Total:		610,182.00	638,713.00	0.00	219,063.60	0.00	419,649.40	34.30%
Category: 60 - Contractual Services								
<u>401-300-600-0600</u>	CONTRACTUAL SERVICES	19,140.00	27,640.00	0.00	0.00	0.00	27,640.00	0.00 %
<u>401-300-602-0000</u>	COMPUTER SOFTWARE & SUPPORT	67,198.00	67,198.00	3,096.88	15,484.40	21,678.16	30,035.44	55.30 %
<u>401-300-603-0000</u>	COMPUTER HARDWARE	35,250.00	35,250.00	0.00	21,250.00	0.00	14,000.00	60.28 %
<u>401-300-604-0000</u>	PHYSICAL EXAMS & TESTING	1,400.00	1,400.00	301.00	417.00	0.00	983.00	29.79 %
<u>401-300-610-0000</u>	ADVERTISING	300.00	300.00	0.00	49.72	0.00	250.28	16.57 %
<u>401-300-620-0620</u>	BUILDING INSURANCE	36,000.00	36,000.00	0.00	0.00	0.00	36,000.00	0.00 %
<u>401-300-620-0621</u>	COMP/COLLISION INSURANCE	6,600.00	6,600.00	0.00	0.00	0.00	6,600.00	0.00 %
<u>401-300-620-0622</u>	LIABILITY INSURANCE	42,000.00	42,000.00	0.00	35,764.94	0.00	6,235.06	85.15 %
<u>401-300-620-0623</u>	LIFE INSURANCE	1,980.00	1,980.00	155.00	775.00	0.00	1,205.00	39.14 %
Category: 60 - Contractual Services Total:		209,868.00	218,368.00	3,552.88	73,741.06	21,678.16	122,948.78	43.70%
Category: 95 - Transfers Out								
<u>401-300-999-0950</u>	TRANSFER TO GENERAL FUND - SHOP EXPENSES	9,475.00	9,475.00	0.00	9,475.00	0.00	0.00	100.00 %
Category: 95 - Transfers Out Total:		9,475.00	9,475.00	0.00	9,475.00	0.00	0.00	100.00%
Department: 300 - PUBLIC WORKS ADMINISTRATION Total:		829,525.00	866,556.00	3,552.88	302,279.66	21,678.16	542,598.18	37.38%
Department: 320 - SANITARY DEPARTMENT								
Category: 40 - Personnel Services								
<u>401-320-420-0000</u>	SALARIES	124,447.00	124,447.00	0.00	43,096.52	0.00	81,350.48	34.63 %
<u>401-320-430-0400</u>	CITY DUMP OVERTIME PAY	0.00	0.00	0.00	2,010.40	0.00	-2,010.40	0.00 %
<u>401-320-430-0401</u>	FESTIVAL OVERTIME	20,000.00	20,000.00	0.00	10,758.64	0.00	9,241.36	53.79 %
<u>401-320-430-0402</u>	OVERTIME PAY	10,000.00	10,000.00	0.00	3,081.78	0.00	6,918.22	30.82 %
<u>401-320-430-0403</u>	OVERTIME - WEEKEND TRASH PICKUP	14,000.00	14,000.00	0.00	5,347.71	0.00	8,652.29	38.20 %
<u>401-320-460-0000</u>	STATE RETIREMENT-CITY'S SHARE	29,310.00	29,310.00	0.00	8,212.19	0.00	21,097.81	28.02 %
<u>401-320-470-0000</u>	FICA TAXES - CITY'S SHARE	12,886.00	12,886.00	0.00	3,467.22	0.00	9,418.78	26.91 %
<u>401-320-480-0000</u>	EMPLOYEE GROUP INSURANCE	19,189.00	19,189.00	0.00	7,471.41	0.00	11,717.59	38.94 %
<u>401-320-491-0000</u>	WORKERS' COMPENSATION	6,301.00	0.00	0.00	0.00	0.00	0.00	0.00 %
Category: 40 - Personnel Services Total:		236,133.00	229,832.00	0.00	83,445.87	0.00	146,386.13	36.31%
Category: 60 - Contractual Services								
<u>401-320-630-0000</u>	GENERAL REPAIRS & MAINTENANCE	11,000.00	11,000.00	0.00	2,897.37	0.00	8,102.63	26.34 %
<u>401-320-686-0000</u>	GARBAGE & TRASH REMOVAL	1,374,000.00	1,374,000.00	0.00	341,620.72	1,024,552.16	7,827.12	99.43 %
<u>401-320-688-0000</u>	COMFORT STATIONS	18,000.00	18,000.00	325.00	9,340.00	0.00	8,660.00	51.89 %
Category: 60 - Contractual Services Total:		1,403,000.00	1,403,000.00	325.00	353,858.09	1,024,552.16	24,589.75	98.25%
Department: 320 - SANITARY DEPARTMENT Total:		1,639,133.00	1,632,832.00	325.00	437,303.96	1,024,552.16	170,975.88	89.53%
Department: 705 - SEWER ELECTRICIAN								
Category: 40 - Personnel Services								
<u>401-705-420-0000</u>	SALARIES	50,947.00	50,947.00	0.00	17,632.83	0.00	33,314.17	34.61 %

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<u>401-705-430-0402</u>	OVERTIME PAY	1,200.00	1,200.00	0.00	526.54	0.00	673.46	43.88 %
<u>401-705-460-0000</u>	STATE RETIREMENT-CITY'S SHARE	9,074.00	9,074.00	0.00	3,159.72	0.00	5,914.28	34.82 %
<u>401-705-470-0000</u>	FICA TAXES - CITY'S SHARE	3,990.00	3,990.00	0.00	1,399.84	0.00	2,590.16	35.08 %
<u>401-705-480-0000</u>	EMPLOYEE GROUP INSURANCE	5,997.00	5,997.00	0.00	2,198.80	0.00	3,798.20	36.66 %
<u>401-705-491-0000</u>	WORKERS' COMPENSATION	2,077.00	0.00	0.00	0.00	0.00	0.00	0.00 %
Category: 40 - Personnel Services Total:		73,285.00	71,208.00	0.00	24,917.73	0.00	46,290.27	34.99%
Category: 50 - Supplies								
<u>401-705-560-0000</u>	MATERIALS & SUPPLIES	5,500.00	5,500.00	0.00	443.96	0.00	5,056.04	8.07 %
Category: 50 - Supplies Total:		5,500.00	5,500.00	0.00	443.96	0.00	5,056.04	8.07%
Category: 60 - Contractual Services								
<u>401-705-611-0000</u>	TELEPHONE	432.00	432.00	0.00	0.00	0.00	432.00	0.00 %
Category: 60 - Contractual Services Total:		432.00	432.00	0.00	0.00	0.00	432.00	0.00%
Department: 705 - SEWER ELECTRICIAN Total:		79,217.00	77,140.00	0.00	25,361.69	0.00	51,778.31	32.88%
Department: 710 - UTILITY BILLING & COLLECTION								
Category: 40 - Personnel Services								
<u>401-710-420-0000</u>	SALARIES	146,394.00	146,394.00	0.00	50,460.43	0.00	95,933.57	34.47 %
<u>401-710-430-0402</u>	OVERTIME PAY	6,000.00	6,000.00	0.00	1,538.76	0.00	4,461.24	25.65 %
<u>401-710-460-0000</u>	STATE RETIREMENT-CITY'S SHARE	26,517.00	26,517.00	0.00	9,086.14	0.00	17,430.86	34.27 %
<u>401-710-470-0000</u>	FICA TAXES - CITY'S SHARE	11,659.00	11,659.00	0.00	3,674.28	0.00	7,984.72	31.51 %
<u>401-710-480-0000</u>	EMPLOYEE GROUP INSURANCE	46,777.00	46,777.00	0.00	14,153.89	0.00	32,623.11	30.26 %
<u>401-710-491-0000</u>	WORKERS' COMPENSATION	2,337.00	0.00	0.00	0.00	0.00	0.00	0.00 %
Category: 40 - Personnel Services Total:		239,684.00	237,347.00	0.00	78,913.50	0.00	158,433.50	33.25%
Category: 50 - Supplies								
<u>401-710-500-0000</u>	OFFICE SUPPLIES	4,600.00	4,600.00	0.00	0.00	0.00	4,600.00	0.00 %
<u>401-710-525-0000</u>	GAS AND OIL	0.00	0.00	0.00	41.50	0.00	-41.50	0.00 %
<u>401-710-535-0531</u>	UNIFORMS	800.00	800.00	16.83	100.98	0.00	699.02	12.62 %
<u>401-710-548-0000</u>	SMALL TOOLS & EQUIPMENT	1,500.00	1,500.00	495.00	495.00	0.00	1,005.00	33.00 %
<u>401-710-560-0000</u>	MATERIALS & SUPPLIES	4,620.00	4,620.00	81.64	1,101.64	0.00	3,518.36	23.85 %
<u>401-710-563-0000</u>	REPAIR PARTS & SUPPLIES	825.00	825.00	0.00	451.72	164.00	209.28	74.63 %
<u>401-710-570-0000</u>	TIRES AND TUBES	800.00	800.00	0.00	0.00	0.00	800.00	0.00 %
Category: 50 - Supplies Total:		13,145.00	13,145.00	593.47	2,190.84	164.00	10,790.16	17.91%
Category: 60 - Contractual Services								
<u>401-710-600-0600</u>	CONTRACTUAL SERVICES	30,000.00	30,000.00	0.00	0.00	0.00	30,000.00	0.00 %
<u>401-710-602-0000</u>	COMPUTER SOFTWARE & SUPPORT	32,104.00	64,208.00	0.00	65,948.00	0.00	-1,740.00	102.71 %
<u>401-710-606-0000</u>	POSTAGE	58,000.00	58,000.00	0.00	13,883.82	0.00	44,116.18	23.94 %
<u>401-710-611-0000</u>	TELEPHONE	864.00	864.00	69.74	278.78	0.00	585.22	32.27 %
<u>401-710-630-0000</u>	GENERAL REPAIRS & MAINTENANCE	4,000.00	4,000.00	0.00	36.00	0.00	3,964.00	0.90 %
<u>401-710-686-0000</u>	DUES/MEMBERSHIPS/SUBSCRIPTIONS	250.00	250.00	0.00	0.00	0.00	250.00	0.00 %

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401-710-699-0000	OTHER SERVICES & CHARGES	250.00	250.00	0.00	0.00	0.00	250.00	0.00 %
	Category: 60 - Contractual Services Total:	125,468.00	157,572.00	69.74	80,146.60	0.00	77,425.40	50.86%
	Category: 90 - Capital Outlay							
401-710-918-0000	WATER METERS AND REPLACEMENT	325,000.00	325,000.00	965.00	42,305.00	120,885.00	161,810.00	50.21 %
	Category: 90 - Capital Outlay Total:	325,000.00	325,000.00	965.00	42,305.00	120,885.00	161,810.00	50.21%
	Department: 710 - UTILITY BILLING & COLLECTION Total:	703,297.00	733,064.00	1,628.21	203,555.94	121,049.00	408,459.06	44.28%
	Department: 750 - WATER OPERATIONS							
	Category: 40 - Personnel Services							
401-750-420-0000	SALARIES	260,520.00	260,520.00	0.00	71,294.44	0.00	189,225.56	27.37 %
401-750-430-0402	OVERTIME PAY	18,000.00	18,000.00	0.00	12,712.81	0.00	5,287.19	70.63 %
401-750-460-0000	STATE RETIREMENT-CITY'S SHARE	48,463.00	48,463.00	0.00	14,617.27	0.00	33,845.73	30.16 %
401-750-470-0000	FICA TAXES - CITY'S SHARE	21,307.00	21,307.00	0.00	6,098.82	0.00	15,208.18	28.62 %
401-750-480-0000	EMPLOYEE GROUP INSURANCE	76,981.00	76,981.00	0.00	18,431.45	0.00	58,549.55	23.94 %
401-750-499-0000	TEMP AGENCY EXPENSE	0.00	0.00	4,817.93	17,121.80	0.00	-17,121.80	0.00 %
	Category: 40 - Personnel Services Total:	425,271.00	425,271.00	4,817.93	140,276.59	0.00	284,994.41	32.99%
	Category: 50 - Supplies							
401-750-501-0000	OFFICE FURNITURE & EQUIPMENT	7,464.00	0.00	0.00	0.00	0.00	0.00	0.00 %
401-750-525-0000	GAS AND OIL	88,000.00	88,000.00	0.00	0.00	0.00	88,000.00	0.00 %
401-750-535-0530	UNIFORM ALLOWANCES & SERVICE	14,300.00	14,300.00	692.85	3,206.85	0.00	11,093.15	22.43 %
401-750-543-0000	CHEMICALS	30,000.00	30,000.00	2,872.57	11,669.81	30,201.09	-11,870.90	139.57 %
401-750-548-0000	SMALL TOOLS & EQUIPMENT	4,000.00	4,000.00	0.00	0.00	1,500.00	2,500.00	37.50 %
401-750-560-0000	MATERIALS & SUPPLIES	4,000.00	4,000.00	3,069.81	4,828.76	1,479.40	-2,308.16	157.70 %
401-750-563-0000	REPAIR PARTS & SUPPLIES	8,800.00	8,800.00	0.00	1,177.43	74.54	7,548.03	14.23 %
401-750-570-0000	TIRES AND TUBES	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.00 %
401-750-571-0000	UTILITY SYSTEMS PARTS & SPLYS	120,000.00	120,000.00	2,900.00	59,864.32	92,708.68	-32,573.00	127.14 %
401-750-572-0000	WATER/SEWER TAP EXPENSES	8,800.00	8,800.00	0.00	9,500.00	5,880.00	-6,580.00	174.77 %
	Category: 50 - Supplies Total:	290,364.00	282,900.00	9,535.23	90,247.17	131,843.71	60,809.12	78.51%
	Category: 60 - Contractual Services							
401-750-600-0600	CONTRACTUAL SERVICES	4,100.00	5,600.00	0.00	5,556.92	0.00	43.08	99.23 %
401-750-600-0602	ATTORNEY FEES - CONTRACT	12,960.00	12,960.00	1,080.00	4,320.00	0.00	8,640.00	33.33 %
401-750-600-0611	ENGINEERING - PUBLIC WORKS	50,000.00	50,000.00	0.00	3,420.00	0.00	46,580.00	6.84 %
401-750-602-0000	COMPUTER SOFTWARE & SUPPORT	6,696.00	6,696.00	0.00	6,784.53	0.00	-88.53	101.32 %
401-750-605-0607	TRAVEL/TRAINING/SEMINARS	6,600.00	6,600.00	0.00	587.73	0.00	6,012.27	8.91 %
401-750-611-0000	TELEPHONE	720.00	720.00	55.42	324.46	0.00	395.54	45.06 %
401-750-625-0000	UTILITIES	125,000.00	125,000.00	4,015.98	42,974.35	0.00	82,025.65	34.38 %
401-750-630-0000	GENERAL REPAIRS & MAINTENANCE	75,000.00	75,000.00	1,607.82	20,893.42	33,111.18	20,995.40	72.01 %
401-750-685-0000	CSX EASEMENTS	4,000.00	4,000.00	0.00	2,256.42	0.00	1,743.58	56.41 %
401-750-686-0000	DUES/MEMBERSHIPS/SUBSCRIPTIONS	1,400.00	1,400.00	50.00	1,325.00	0.00	75.00	94.64 %
401-750-691-0000	WATER SERVICE JCUA	180,000.00	180,000.00	13,584.00	55,639.00	0.00	124,361.00	30.91 %

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<u>401-750-691-0001</u>	WATER SERVICE (JCUA) - COLONIAL ESTATES	2,500.00	2,500.00	371.11	1,400.16	0.00	1,099.84	56.01 %
	Category: 60 - Contractual Services Total:	468,976.00	470,476.00	20,764.33	145,481.99	33,111.18	291,882.83	37.96%
	Category: 90 - Capital Outlay							
<u>401-750-924-0000</u>	WATER TOWER MAINTENANCE	62,000.00	62,000.00	0.00	0.00	0.00	62,000.00	0.00 %
<u>401-750-924-0910</u>	WATER SYSTEM IMPROVEMENTS	400,000.00	400,000.00	0.00	75,955.45	17,868.42	306,176.13	23.46 %
	Category: 90 - Capital Outlay Total:	462,000.00	462,000.00	0.00	75,955.45	17,868.42	368,176.13	20.31%
	Department: 750 - WATER OPERATIONS Total:	1,646,611.00	1,640,647.00	35,117.49	451,961.20	182,823.31	1,005,862.49	38.69%
	Department: 751 - SEWER OPERATIONS							
	Category: 40 - Personnel Services							
<u>401-751-420-0000</u>	SALARIES	249,911.00	249,911.00	0.00	78,622.33	0.00	171,288.67	31.46 %
<u>401-751-430-0402</u>	OVERTIME PAY	10,000.00	10,000.00	0.00	1,546.54	0.00	8,453.46	15.47 %
<u>401-751-460-0000</u>	STATE RETIREMENT-CITY'S SHARE	45,225.00	45,225.00	0.00	13,949.36	0.00	31,275.64	30.84 %
<u>401-751-470-0000</u>	FICA TAXES - CITY'S SHARE	19,884.00	19,884.00	0.00	5,691.57	0.00	14,192.43	28.62 %
<u>401-751-480-0000</u>	EMPLOYEE GROUP INSURANCE	82,015.00	82,015.00	0.00	21,052.82	0.00	60,962.18	25.67 %
<u>401-751-491-0000</u>	WORKERS' COMPENSATION	10,352.00	0.00	0.00	0.00	0.00	0.00	0.00 %
<u>401-751-499-0000</u>	TEMP AGENCY EXPENSE	15,000.00	15,000.00	786.04	9,491.89	0.00	5,508.11	63.28 %
	Category: 40 - Personnel Services Total:	432,387.00	422,035.00	786.04	130,354.51	0.00	291,680.49	30.89%
	Category: 50 - Supplies							
<u>401-751-543-0000</u>	CHEMICALS	72,000.00	72,000.00	2,433.76	17,426.26	19,470.08	35,103.66	51.24 %
<u>401-751-548-0000</u>	SMALL TOOLS & EQUIPMENT	5,000.00	5,000.00	286.78	286.78	500.00	4,213.22	15.74 %
<u>401-751-560-0000</u>	MATERIALS & SUPPLIES	8,800.00	8,800.00	387.79	6,084.66	4,077.14	-1,361.80	115.48 %
<u>401-751-563-0000</u>	REPAIR PARTS & SUPPLIES	18,000.00	18,000.00	0.00	1,974.55	315.47	15,709.98	12.72 %
<u>401-751-571-0000</u>	UTILITY SYSTEMS PARTS & SPLYS	85,000.00	85,000.00	2,812.67	21,875.84	51,347.74	11,776.42	86.15 %
	Category: 50 - Supplies Total:	188,800.00	188,800.00	5,921.00	47,648.09	75,710.43	65,441.48	65.34%
	Category: 60 - Contractual Services							
<u>401-751-600-0600</u>	CONTRACTUAL SERVICES - SEWER DEPT	4,400.00	5,600.00	0.00	5,556.91	0.00	43.09	99.23 %
<u>401-751-600-0602</u>	ATTORNEY FEES - CONTRACT	12,960.00	12,960.00	1,080.00	4,320.00	0.00	8,640.00	33.33 %
<u>401-751-602-0000</u>	COMPUTER SOFTWARE & SUPPORT	22,000.00	22,000.00	0.00	20,307.34	0.00	1,692.66	92.31 %
<u>401-751-605-0607</u>	TRAVEL/TRAINING/SEMINARS	6,600.00	6,600.00	0.00	500.00	0.00	6,100.00	7.58 %
<u>401-751-611-0000</u>	TELEPHONE	864.00	864.00	104.07	416.10	0.00	447.90	48.16 %
<u>401-751-625-0000</u>	UTILITIES	132,000.00	132,000.00	2,727.18	39,411.77	0.00	92,588.23	29.86 %
<u>401-751-630-0000</u>	GENERAL REPAIRS & MAINTENANCE	60,000.00	60,000.00	3,715.51	4,275.09	10,756.56	44,968.35	25.05 %
<u>401-751-685-0000</u>	CSX EASEMENTS	2,000.00	2,000.00	0.00	950.00	0.00	1,050.00	47.50 %
<u>401-751-686-0000</u>	DUES/MEMBERSHIPS/SUBSCRIPTIONS	500.00	500.00	0.00	0.00	0.00	500.00	0.00 %
<u>401-751-691-0000</u>	WATER SERVICE JCUA	2,525,448.00	2,525,448.00	210,454.00	1,058,857.88	0.00	1,466,590.12	41.93 %
<u>401-751-699-0001</u>	GIS MAPPING PROJECT COSTS	12,000.00	12,000.00	0.00	0.00	0.00	12,000.00	0.00 %
	Category: 60 - Contractual Services Total:	2,778,772.00	2,779,972.00	218,080.76	1,134,595.09	10,756.56	1,634,620.35	41.20%

Budget Report

For Fiscal: 2022 - 2023 Period Ending: 02/28/2023

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Category: 90 - Capital Outlay								
<u>401-751-923-0908</u>	SEWER IMPROVEMENTS	300,000.00	300,000.00	10,191.51	11,906.11	21,185.90	266,907.99	11.03 %
Category: 90 - Capital Outlay Total:		300,000.00	300,000.00	10,191.51	11,906.11	21,185.90	266,907.99	11.03%
Department: 751 - SEWER OPERATIONS Total:		3,699,959.00	3,690,807.00	234,979.31	1,324,503.80	107,652.89	2,258,650.31	38.80%
Department: 800 - DEBT SERVICE								
Category: 80 - Debt Service								
<u>401-800-810-0001</u>	INTEREST - WATER METERS (ENDS FY30)	14,584.45	14,584.45	0.00	5,087.39	0.00	9,497.06	34.88 %
<u>401-800-810-0002</u>	INTEREST - WATER LINES/FIRE HYDRANTS (ENDS FY23)	132.21	132.21	0.00	123.47	0.00	8.74	93.39 %
<u>401-800-810-0003</u>	INTEREST - 500,000 TANK/LINES/HYD (ENDS FY26)	7,658.32	7,658.32	0.00	2,810.09	0.00	4,848.23	36.69 %
<u>401-800-810-0004</u>	INTEREST - DEANNA WELL MAIN LINES (ENDS FY28)	6,339.01	6,339.01	0.00	2,235.19	0.00	4,103.82	35.26 %
<u>401-800-810-0005</u>	INTEREST - WATER IMPROVEMENTS (ENDS FY28)	2,050.47	2,050.47	0.00	728.76	0.00	1,321.71	35.54 %
<u>401-800-810-0006</u>	INTEREST - WATER MAIN LINES (ENDS FY28)	4,956.95	4,956.95	0.00	1,752.70	0.00	3,204.25	35.36 %
<u>401-800-810-0007</u>	INTEREST - 50 SEWER STATIONS (ENDS FY33)	9,987.06	9,987.06	0.00	3,432.83	0.00	6,554.23	34.37 %
<u>401-800-810-0008</u>	INTEREST - CATERPILLAR LOADER (ENDS FY23)	704.94	704.94	0.00	404.50	0.00	300.44	57.38 %
<u>401-800-810-0009</u>	INTEREST - CATERPILLAR MINI HEX (ENDS FY23)	440.04	440.04	0.00	252.70	0.00	187.34	57.43 %
<u>401-800-820-0001</u>	PRINCIPAL - WATER METER LOAN (END FY30)	104,461.55	104,461.55	0.00	34,594.61	0.00	69,866.94	33.12 %
<u>401-800-820-0002</u>	PRINCIPAL - WATER LINES/FIRE HYDRANTS (ENDS FY23)	17,613.09	17,613.09	0.00	14,072.77	0.00	3,540.32	79.90 %
<u>401-800-820-0003</u>	PRINCIPAL - 500,000 TANK/LINES/HYD (ENDS FY26)	66,394.28	66,394.28	0.00	21,874.11	0.00	44,520.17	32.95 %
<u>401-800-820-0004</u>	PRINCIPAL - DEANNA WELL LINES (ENDS FY28)	56,500.31	56,500.31	0.00	18,711.25	0.00	37,789.06	33.12 %
<u>401-800-820-0005</u>	PRINCIPAL - WATER IMPROVEMENTS (ENDS FY28)	20,408.73	20,408.73	0.00	6,757.64	0.00	13,651.09	33.11 %
<u>401-800-820-0006</u>	PRINCIPAL - WATER MAIN LINES (ENDS FY28)	46,417.45	46,417.45	0.00	15,372.10	0.00	31,045.35	33.12 %
<u>401-800-820-0007</u>	PRINCIPAL - 50 SEWER STATIONS (ENDS FY33)	53,478.78	53,478.78	0.00	17,722.45	0.00	35,756.33	33.14 %
<u>401-800-820-0008</u>	PRINCIPAL - CATERPILLAR LOADER (ENDS FY23)	37,998.67	37,998.67	0.00	13,669.54	0.00	24,329.13	35.97 %
<u>401-800-820-0009</u>	PRINCIPAL - CATERPILLAR MINI HEX (ENDS FY23)	23,738.40	23,738.40	0.00	8,539.46	0.00	15,198.94	35.97 %
Category: 80 - Debt Service Total:		473,864.71	473,864.71	0.00	168,141.56	0.00	305,723.15	35.48%
Department: 800 - DEBT SERVICE Total:		473,864.71	473,864.71	0.00	168,141.56	0.00	305,723.15	35.48%
Department: 999 - TRANSFER TO OTHER FUNDS								
Category: 95 - Transfers Out								
<u>401-999-950-0953</u>	TRANSFER OUT	0.00	285,250.00	0.00	285,250.00	0.00	0.00	100.00 %
Category: 95 - Transfers Out Total:		0.00	285,250.00	0.00	285,250.00	0.00	0.00	100.00%
Department: 999 - TRANSFER TO OTHER FUNDS Total:		0.00	285,250.00	0.00	285,250.00	0.00	0.00	100.00%
Total Revenues		9,071,760.00	9,071,760.00	5,703.94	2,930,822.70	0.00	-6,140,937.30	32.31%
Total Expenses		9,071,606.71	9,400,160.71	275,602.89	3,198,357.81	1,457,755.52	4,744,047.38	49.53%
Fund: 401 - UTILITY ENTERPRISE Surplus (Deficit):		153.29	-328,400.71	-269,898.95	-267,535.11	-1,457,755.52	-1,396,889.92	525.36%
Fund: 551 - TACONI BUILDING								
Department: 001 - GENERAL								
Category: 34 - Miscellaneous								
<u>551-001-341-0001</u>	LEASE INCOME - YMCA	31,325.00	31,325.00	0.00	10,441.68	0.00	-20,883.32	33.33 %
<u>551-001-341-0002</u>	LEASE INCOME - HEADSTART	59,380.00	59,380.00	0.00	19,793.32	0.00	-39,586.68	33.33 %

Budget Report

For Fiscal: 2022 - 2023 Period Ending: 02/28/2023

		Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
<u>551-001-341-0003</u>	LEASE INCOME - LIGHTHOUSE	33,312.00	33,312.00	0.00	11,104.00	0.00	-22,208.00	33.33 %
<u>551-001-342-0000</u>	UTILITY REIMBURSEMENTS	40,000.00	40,000.00	0.00	15,957.51	0.00	-24,042.49	39.89 %
Category: 34 - Miscellaneous Total:		164,017.00	164,017.00	0.00	57,296.51	0.00	-106,720.49	34.93%
Department: 001 - GENERAL Total:		164,017.00	164,017.00	0.00	57,296.51	0.00	-106,720.49	34.93%
Department: 551 - TACONI RECREATIONAL FACILITY								
Category: 60 - Contractual Services								
<u>551-551-620-0620</u>	BUILDING INSURANCE - TACONI	52,000.00	52,000.00	0.00	0.00	0.00	52,000.00	0.00 %
<u>551-551-625-0000</u>	UTILITIES - TACONI	40,000.00	40,000.00	0.00	15,299.71	0.00	24,700.29	38.25 %
<u>551-551-630-0000</u>	GENERAL REPAIRS & MAINTENANCE - TACONI	20,000.00	20,000.00	113.49	413.49	820.00	18,766.51	6.17 %
Category: 60 - Contractual Services Total:		112,000.00	112,000.00	113.49	15,713.20	820.00	95,466.80	14.76%
Department: 551 - TACONI RECREATIONAL FACILITY Total:		112,000.00	112,000.00	113.49	15,713.20	820.00	95,466.80	14.76%
Total Revenues		164,017.00	164,017.00	0.00	57,296.51	0.00	-106,720.49	34.93%
Total Expenses		112,000.00	112,000.00	113.49	15,713.20	820.00	95,466.80	14.76%
Fund: 551 - TACONI BUILDING Surplus (Deficit):		52,017.00	52,017.00	-113.49	41,583.31	-820.00	-11,253.69	78.37%
Fund: 650 - PAYROLL CLEARING								
Department: 001 - GENERAL								
Category: 34 - Miscellaneous								
<u>650-001-340-0000</u>	INTEREST EARNED	0.00	0.00	0.00	3,905.16	0.00	3,905.16	0.00 %
Category: 34 - Miscellaneous Total:		0.00	0.00	0.00	3,905.16	0.00	3,905.16	0.00%
Category: 35 - Miscellaneous								
<u>650-001-359-0000</u>	OTHER INCOME	0.00	0.00	0.00	3.00	0.00	3.00	0.00 %
Category: 35 - Miscellaneous Total:		0.00	0.00	0.00	3.00	0.00	3.00	0.00%
Category: 40 - Personnel Services								
<u>650-001-482-0000</u>	FLEX PLAN	0.00	0.00	92.00	280.36	0.00	-280.36	0.00 %
Category: 40 - Personnel Services Total:		0.00	0.00	92.00	280.36	0.00	-280.36	0.00%
Department: 001 - GENERAL Surplus (Deficit):		0.00	0.00	-92.00	3,627.80	0.00	3,627.80	0.00%
Total Revenues		0.00	0.00	0.00	3,908.16	0.00	3,908.16	0.00%
Total Expenses		0.00	0.00	92.00	280.36	0.00	-280.36	0.00%
Fund: 650 - PAYROLL CLEARING Surplus (Deficit):		0.00	0.00	-92.00	3,627.80	0.00	3,627.80	0.00%

Budget Report

For Fiscal: 2022 - 2023 Period Ending: 02/28/2023

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Fund: 651 - FLEXIBLE MEDICAL SPENDING							
Department: 001 - GENERAL							
Category: 34 - Miscellaneous							
<u>651-001-340-0000</u> INTEREST EARNED	0.00	0.00	0.00	82.09	0.00	82.09	0.00 %
Category: 34 - Miscellaneous Total:	0.00	0.00	0.00	82.09	0.00	82.09	0.00%
Department: 001 - GENERAL Total:	0.00	0.00	0.00	82.09	0.00	82.09	0.00%
Total Revenues	0.00	0.00	0.00	82.09	0.00	82.09	0.00%
Total Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
Fund: 651 - FLEXIBLE MEDICAL SPENDING Total:	0.00	0.00	0.00	82.09	0.00	82.09	0.00%
Report Surplus (Deficit):	730,503.07	281,618.42	-581,467.77	-481,489.31	-2,615,870.80	-3,378,978.53	-1,099.84%



Ocean Springs, MS

Payroll Distribution Register

Earning Expense Account Summary

For Pay Period: 01/07/2023 - 01/20/2023

1/27/23
Biweekly

Payroll Set: 01-Payroll Set 01

Packet: PYPKT00954-010723 to 012023 PD 012723

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	\$2,404.76
001	<u>001-140-420-0000</u>	SALARIES	\$6,406.81
001	<u>001-180-420-0000</u>	SALARIES	\$2,633.37
001	<u>001-181-420-0000</u>	SALARIES	\$180.00
001	<u>001-190-420-0000</u>	SALARIES	\$4,525.20
001	<u>001-191-420-0000</u>	SALARIES	\$7,183.70
001	<u>001-196-420-0000</u>	SALARIES	\$3,192.80
001	<u>001-200-410-0000</u>	SALARY - SCHOOL CROSSING GUARD	\$1,380.00
001	<u>001-200-420-0000</u>	SALARIES	\$80,944.86
001	<u>001-200-421-0000</u>	SALARIES - AUXILIARY	\$2,512.00
001	<u>001-200-430-0402</u>	OVERTIME PAY	\$10,081.71
001	<u>001-200-430-0403</u>	OVERTIME - DOWNTOWN DETAIL	\$2,107.42
001	<u>001-200-444-0000</u>	HIDTA/FIRE TASK FORCE	\$598.05
001	<u>001-200-446-0000</u>	GRANT-FBI O/T	\$645.00
001	<u>001-260-420-0000</u>	SALARIES	\$62,166.88
001	<u>001-300-420-0000</u>	SALARIES	\$2,196.41
001	<u>001-301-420-0000</u>	SALARIES	\$13,221.61
001	<u>001-301-430-0402</u>	OVERTIME PAY	\$64.09
001	<u>001-350-420-0000</u>	SALARIES	\$2,484.02
001	<u>001-351-420-0000</u>	SALARIES	\$2,390.28
001	<u>001-351-430-0402</u>	OVERTIME PAY	\$97.99
001	<u>001-352-420-0000</u>	SALARIES	\$5,969.60
001	<u>001-352-430-0402</u>	OVERTIME PAY	\$70.38
001	<u>001-353-420-0000</u>	SALARIES	\$2,459.20
001	<u>001-550-420-0000</u>	SALARIES	\$27,434.73
001	<u>001-550-420-0003</u>	SALARIES - INSTRUCTORS	\$726.00
001	<u>001-550-422-0000</u>	PARKS PART TIME	\$5,118.50
001	<u>001-550-430-0402</u>	OVERTIME PAY	\$330.63
401	<u>401-300-420-0000</u>	SALARIES	\$12,627.33
401	<u>401-320-420-0000</u>	SALARIES	\$4,786.40
401	<u>401-320-430-0400</u>	CITY DUMP OVERTIME PAY	\$286.60
401	<u>401-320-430-0403</u>	OVERTIME - WEEKEND TRASH PICKUP	\$726.31
401	<u>401-705-420-0000</u>	SALARIES	\$1,959.20
401	<u>401-710-420-0000</u>	SALARIES	\$5,631.20
401	<u>401-710-430-0402</u>	OVERTIME PAY	\$159.20
401	<u>401-750-420-0000</u>	SALARIES	\$7,921.60
401	<u>401-750-430-0402</u>	OVERTIME PAY	\$825.31
401	<u>401-751-420-0000</u>	SALARIES	\$9,777.19
401	<u>401-751-430-0402</u>	OVERTIME PAY	\$285.57
Earnings Expense Account Summary Totals			<u>\$298,281.51</u>



Ocean Springs, MS

Payroll Distribution Register

Accounts Payable Posting Recap

For Pay Period: 01/07/2023 - 01/20/2023

Payroll Set: 01-Payroll Set 01

Packet: PYPKT00954-010723 to 012023 PD 012723

	Deduction	Contribution	Employer Total
Posted			
Regular Payable Process			
Federal W/H - Federal Income Tax Withholding	\$16,473.96		\$16,473.96
FLEX CHILD - CHILD CARE	\$96.00		\$96.00
FLEX MEDICAL - MEDICAL	\$1,086.90		\$1,086.90
MC - Medicare	\$4,133.76	\$4,133.76	\$8,267.52
PERS - RETIREMENT	\$26,057.19	\$50,377.30	\$76,434.49
PERS RETIREE - RETIREE RETIREMENT		\$204.27	\$204.27
SS - Social Security	\$17,675.19	\$17,675.19	\$35,350.38
State W/H - State Income Tax Withholding	\$7,848.00		\$7,848.00
TSA - TSA DEFERRED COMPENSATION	\$2,234.70		\$2,234.70
Total Regular Payable Process	\$75,605.70	\$72,390.52	\$147,996.22
Total Posted	\$75,605.70	\$72,390.52	\$147,996.22
Not Posted			
3 MEDICAL (C) - NON-HEALTH SINGLE	\$1,087.50	\$6,230.65	\$7,318.15
30 AFLAC - AFLAC	\$493.27		\$493.27
31 AFLAC (C) - AFLAC (C)	\$392.11		\$392.11
41 AFLAC - GROUP ACCIDENT (C)	\$376.38		\$376.38
42 AFLAC - GROUP CRITICAL ILLNESS (N)	\$217.65		\$217.65
50 MEDICAL (C) - CATCH UP	\$36.50		\$36.50
51 MEDICAL (C) - NON-HEALTH KIDS	\$660.00	\$2,912.56	\$3,572.56
52 MEDICAL (C) - NON-HEALTH SPOUSE	\$773.50	\$3,228.54	\$4,002.04
53 MEDICAL (C) - NON-HEALTH FAMILY	\$1,818.00	\$7,160.88	\$8,978.88
80 MEDICAL (C) - HEALTH SINGLE	\$612.50	\$11,752.65	\$12,365.15
81 MEDICAL (C) - HEALTHY KIDS	\$690.00	\$4,668.84	\$5,358.84
82 MEDICAL (C) - HEALTHY SPOUSE	\$427.50	\$2,431.10	\$2,858.60
83 MEDICAL (C) - HEALTHY FAMILY	\$1,771.00	\$8,704.36	\$10,475.36
CHILD SUPPORT (2 CKS - CHILD SUPPORT (2 CKS) 60	\$669.80		\$669.80
DENTAL (C) - DENTAL	\$3,190.37		\$3,190.37
DUE FROM EMPLOYEE 26 - DUE FROM EMPLOYEE ALL CHECKS 126	\$1,059.42		\$1,059.42
LEGAL SHIELD - LEGAL SHIELD	\$17.46		\$17.46
LOCKARD BIWEEKLY - BI WEEKLY 57		\$4,655.00	\$4,655.00
MUTUAL OF OMAHA BI - MOO LIFE INSURANCE BI-WEEKLY	\$658.05		\$658.05
ROTH - IRA - ROTH - IRA	\$150.00		\$150.00
UNITED WAY - UNITED WAY	\$27.00		\$27.00
VISION - VISION C)	\$540.56		\$540.56
WOODMAN LIFE - WOODMAN LIFE	\$34.15		\$34.15
Total Not Posted	\$15,702.72	\$51,744.58	\$67,447.30
AP Recap Totals	\$91,308.42	\$124,135.10	\$215,443.52



Ocean Springs, MS

Payroll Distribution Register

Earning Expense Account Summary

For Pay Period: 01/01/2023 - 01/31/2023

Jan EDM

Payroll Set: 01-Payroll Set 01

Packet: PYPKT00955-JAN EOM

Fund	Account Number	Account Name	Amount
001	<u>001-100-420-0000</u>	SALARIES	\$8,199.80
001	<u>001-110-420-0000</u>	SALARIES	\$4,416.66
001	<u>001-120-420-0000</u>	SALARIES	\$5,014.52
001	<u>001-200-425-0000</u>	FTO PAY	\$75.00
001	<u>001-260-425-0000</u>	EMT PAY	\$675.00
001	<u>001-260-427-0000</u>	OUT OF RANK PAY	\$1,296.00
001	<u>001-550-420-0003</u>	SALARIES - INSTRUCTORS	\$3,024.00
401	<u>401-300-420-0000</u>	SALARIES	\$6,508.56
Earnings Expense Account Summary Totals			<u>\$29,209.54</u>



Ocean Springs, MS

Payroll Distribution Register

Accounts Payable Posting Recap

For Pay Period: 01/01/2023 - 01/31/2023

Payroll Set: 01-Payroll Set 01
Packet: PYPKT00955-JAN EOM

Posted

Regular Payable Process

Federal W/H - Federal Income Tax Withholding	\$2,265.12		\$2,265.12
MC - Medicare	\$414.53	\$414.53	\$829.06
MONTHLY PERS - PERS MONTHLY	\$2,356.68	\$4,556.26	\$6,912.94
SS - Social Security	\$1,772.39	\$1,772.39	\$3,544.78
State W/H - State Income Tax Withholding	\$940.00		\$940.00

Total Regular Payable Process	\$7,748.72	\$6,743.18	\$14,491.90
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Total Posted	\$7,748.72	\$6,743.18	\$14,491.90
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Not Posted

85 MEDICAL MO (C) - HEALTHY SPOUSE	\$342.00	\$1,944.86	\$2,286.86
89 MEDICAL MO (C) - HEALTHY SINGLE	\$100.00	\$1,918.76	\$2,018.76
DENTAL MO - MONTHLY (C)	\$191.72		\$191.72
LOCKARD MO - MONTHLY 58		\$420.00	\$420.00
MUTUAL OF OMAHA MO - MOO LIFE MONTHLY	\$115.35		\$115.35
UNITED WAY MO - MONTHLY UNITED WAY	\$10.00		\$10.00
VISION MO - MONTHLY (C)	\$54.32		\$54.32

Total Not Posted	\$813.39	\$4,283.62	\$5,097.01
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AP Recap Totals	\$8,562.11	\$11,026.80	\$19,588.91
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