

RECESS MEETING AGENDA
MAYOR AND BOARD OF ALDERMEN – CITY OF OCEAN SPRINGS
Tuesday, June 21, 2022 – 6:00 p.m. CITY HALL

1. CALL TO ORDER

2. INVOCATION AND PLEDGE OF ALLEGIANCE

3. KEYS TO THE CITY

- a) Honoring retirement of Maintenance Supervisor Tom Jones ~ 23 Years of service and Parks Grounds Supervisor Jack Williams ~ 21 years of service

4. PRESENTATIONS

- a) Singing River Hospital System – Tiffany Murdock
- b) Introduction of the Mayor's Youth Council (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) Unity Contract Update (Exhibit 6-a) ~ *City Clerk*
- b) Discuss adopting the Ordinance amending the Code of Ordinances to revise Chapter 14, Article 1, Section 14-10, regarding the speed limit on Government Street between Bechtel Boulevard and Pabst Road (Exhibit 6-b) ~ *Alderman Cox*
- c) Authorize the Mayor to execute supplementary agreement #1 with Compton Engineering for additional approved preliminary engineering services for East Beach Multiuse Pathway with an additional \$85,000 cost (Exhibit 6-c) ~ *Planning & Grants Coordinator*

7. NEW BUSINESS

- a) Discuss implementing a moratorium on tax abatements until the city can identify zones in the urban renewal plan (Exhibit 7-a) ~ *Mayor*
- b) Discuss implementing a moratorium on apartment developments (Exhibit 7-b) ~ *Mayor*
- c) Accept Alderman Impey's resignation as Mayor Pro-tempore effective July 1, 2022, and Appoint Mayor Pro-tempore, Finance Committee, and HR Committee (Exhibit 7-c) ~ *Deputy City Clerk*
- d) Discuss dedicating a bench in MLK Jr Park in honor of Jon Thomas (Exhibit 7-d) ~ *Alderman Authement*

- e) Authorize the Mayor to terminate the MOU with Walter Anderson Theater Project (Exhibit 7-e) ~ *Arts & Culture Coordinator*
- f) Authorize the Mayor to terminate the MOU with Mississippi Songwriter's Alliance (Exhibit 7-f) ~ *Arts & Culture Coordinator*

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

Mayor:

- a) Approve the Special Event Permit Application for Artwalk 2022 Saturday, September 3, 2022, from 8:00 a.m. until 4:00 p.m.; no cost to the City, the applicant will pay for any associated cost (Exhibit 8-a)
- b) Approve Special Event charges added to the City's Fee Schedule (Exhibit 8-b)
- c) Authorize the Mayor to execute the 2022 – 2023 Community Action of South Mississippi – Head Start Lease of Taconi Building Space Agreement (Exhibit 8-c)
- d) Authorize the Mayor to execute the agreement regarding the Fayard property purchase (to be provided to the Board before meeting)

City Clerk:

- e) Ratify a \$1,919.50 check to K & K Insurance Group for the Recreational Activities Accident Policy and a \$457,766.33 check to Lemon-Mohler Insurance Agency for Auto and Property Insurance Policies (Exhibit 8-e)
- f) Ratify a \$1,180.74 electronic payment to WEX Bank for City fuel charges for April 2022 (Exhibit 8-f)
- g) Approve Minutes: Regular Meeting June 6, 2022 (Exhibit 8-g)

Police Department:

- h) Authorize the Mayor to execute LexisNexis Subscription Agreement for use at the Municipal Court (Exhibit 8-h)
- i) Accept OSPD monthly report for May 2022 (Exhibit 8-i)

Fire Department:

- j) Accept OSFD monthly report for May 2022 (Exhibit 8-j)

Human Resources/Risk Management:

- k) Human Resources action items (Exhibit 8-k):
 - a) Authorize the transfer of Warrants Officer Kevin Egan to Part-time Police Officer, \$16.00 hourly rate; effective June 25, 2022; six-month probationary status
 - b) Authorize the removal of Patrolman Kameryn Walker from probationary status to full-time status effective immediately
 - c) Accept the retirement of Maintenance Department Supervisor Tom Jones, effective June 30, 2022; authorize to begin the process of filling the vacant position
 - d) Accept the retirement of Mechanic Thomas Wallace, effective July 31, 2022; authorize to begin the process of filling the vacant position
 - e) Authorize the transfer of Water Laborer Cameron Hayes-Watson to Water Laborer/Truck Driver II, Step 1, \$15.78 hourly rate; effective June 25, 2022; six-month probationary status; authorize to begin the process of filling the vacant position

- f) Accept the termination of Parks Maintenance Laborer A employee #2578, effective June 9, 2022; authorize to begin the process of filling the vacant position
- g) Accept the resignation of Parks Maintenance Laborer Cameron Keys, effective June 17, 2022; authorize to begin the process of filling the vacant position

Planning Commission:

- l) Approve the application to construct a dwelling on a historically platted, legal, non-conforming lot at 612 Azalea Drive PID #61090010.000; Planning Commission recommends approval (Exhibit 8-l)

Zoning & Adjustments Board:

- m) Approve the variances from the minimum front yard and rear yard setback requirements at 612 Azalea Drive PID #61090010.000; ZAB recommends approval (Exhibit 8-m)
- n) Approve the appeal of the UDC requirements for the maximum height of an accessory dwelling unit at 139 Watersedge Drive PID #61490018.000; ZAB recommends approval (Exhibit 8-n)

Grants Administration:

- o) Authorize to execute the Professional Services Contract with Laird Engineers, Inc for Structural Engineering Consultation for the Mary C O’Keefe Cultural Center window repair at hourly rates listed in the exhibit funded from the grant budget, MDAH Cert Local Government (CLG) Grant Program (Exhibit 8-o)
- p) Authorize to reject all bids and to re-advertise Parktown Area Improvements Project (Katrina Disaster Recover Funds) and authorize to execute contract amendment #2 with Compton Engineering, Inc. for services related to re-bid services for \$4,000.00 in additional cost (Exhibit 8-p)
- q) Authorize to execute the Grant MOA to move forward with exterior improvements to the Historic L&N Railroad Depot in coordination with the OS Chamber of Commerce providing the required \$10,000.00 match (Exhibit 8-q)

Historic Presentation Commission:

- r) Approve the request for a Certificate of Appropriateness for the demolition of accessory buildings at 315 Front Beach Drive PID #61260002.000 and #61260003.000; Historic Preservation Commission recommends approval (Exhibit 8-r)
- s) Approve the request for a Certificate of Appropriateness for minor renovations/repair to the building exterior at 703 Porter Avenue PID #60137652.000; Historic Preservation Commission recommends approval (Exhibit 8-s)
- t) Approve the request for a Certificate of Appropriateness for the installation of a fence at 802 Iberville Drive PID #61030003.000; Historic Preservation Commission recommends approval (Exhibit 8-t)

Project Manager:

- u) Authorize to execute the close-out documents with Insituform Technologies, LLC for the CIPP Lining Sewer/Stormwater Pipes project (Exhibit 8-u)

Building Department:

- v) Accept Building Department Report for May 2022 (Exhibit 8-v)
- w) Accept Code Enforcement Report through June 15, 2022 (Exhibit 8-w)
- x) Accept Tree Department Recommendations – Tree Applications through June 13, 2022 (Exhibit 8-x)

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) Authorize the adjustment of water/sewer accounts due to a finding that the customers did not receive the benefit of the utility and the excess usages were due to unforeseen circumstances (Exhibit 9-b)

Project Manager:

- c) Current Project Report (Exhibit 9-c)

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

11. MAYOR AND ALDERMEN'S FORUM

12. EXECUTIVE SESSION

ADJOURN UNTIL 6:00 P.M. on Tuesday, July 5, 2022



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

1018 Porter Avenue
Ocean Springs, MS 39564
FX 228.875.7249

Kenny Holloway
Mayor
228.875.6722

Bobby Cox
Alderman at Large

Jennifer Burgess
Alderman Ward 1

Rickey Authement
Alderman Ward 2

Kevin Wade
Alderman Ward 3

Ken Papania
Alderman Ward 4

Robert Blackman
Alderman Ward 5

Michael (Mike) Impey, II
Alderman Ward 6

City Hall
228.875.4236

Police Department
228.875.2211

Fire Department
228.875.4063

Public Works
228.875.3955

Water Department
228.875.4176

Community Development
and Planning
228.875.4415

Building Department
228.875.6712

Human Resources
and Risk Management
228.872.3338

Parks and Recreation
228.875.8665



City of Ocean Springs

MEMORANDUM

To: Mayor and Board of Aldermen

From: Ravin Nettles, Executive Assistant
RJ Davis, Mayor's Youth Council President

Re: Introduction of the 2022-2023 Mayor's Youth Council

Section: Presentation

Meeting Date: June 21, 2022

It is with great enthusiasm and pride that I present to you our 2022-2023 Mayor's Youth Council. Potential new members go through a competitive and comparative selection process, which includes a written application and interview with incoming officers and the MYC advisor. This year we received over 40 applications for membership openings.

This year we selected twenty-seven outstanding juniors and seniors to join the four incoming officers, making for a total membership of 33. The members of the 2022-2023 Mayor's Youth Council are:

Officers:

President	RJ Davis
Vice-President	Emma Scruggs
Treasurer	Hunter Campbell
Secretary	Lillian Nguyen
Communications Coordinator	Morgan Brown

Alexis Lomax	Gar Boswell
Ashton Myers	Grayson Glorioso
Avery Lyndall	Hayden Burdett
Brooklyn Pizzetta	Jaylen Bodry
Chelsey Hollinger	Kate Trosclair
Christian Herbert	Kennadi Jackson
Drew Tyler	Kiley Hayes
Elena Mitchell	Lauren Bridges
Emily Milburn	Macy Gough
Emma Scruggs	Matheson Chen

Michael Diaz
Parisay Babar
Savannah Sempier
Sherry Cooper
Sophie Kahle
Summer Taylor
Taylor Nguyen
Zara Ahmed

EXHIBIT #4-6

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TO: Honorable Mayor and Board of Aldermen
FROM: Vicky Hupe
DATE: Meeting Date: June 21, 2022
RE: Uniti Fiber Update

Uniti Fiber will be updating the Board:

- The existing network services provided by Uniti
- Proposed options to improve network performance
- Some additional options for more resiliency
- Our partnership with ADJ and The City of Ocean Springs
- Question and answer discussion
- Next steps

EXHIBIT # 6-a

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ORDINANCE NO. 2022-xx

AN AMENDMENT TO THE OCEAN SPRINGS CODE OF ORDINANCES, ZONING AND SUBDIVISIONS; TO REVISE CHAPTER 14 ARTICLE 1 SECTIONS 14-10(a)(2)&(3) REGARDING THE SPEED LIMIT ON GOVERNMENT STREET BETWEEN THE INTERSECTION OF BECHTEL BOULEVARD TO THE INTERSECTION OF PABST ROAD; AND FOR RELATED PURPOSES

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

WHEREAS, the City of Ocean Springs currently has a Code of Ordinances chapter titled “Speed limits” located in Chapter 14, Article I, Section 14-10; and

WHEREAS, it is the Mayor and the Board of Aldermen’s intent to lower the speed limit on Government Street between the intersection of Bechtel Boulevard to the intersection of Ocean Springs Road to 30 mph in order to promote safety, effectiveness, and efficiency within the City of Ocean Springs; 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 14, Article I, Section 14-10 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.

SECTION 2: The proposed revision to Chapter 14, Article I, Sections 14-10(a)(2) and (3) of the Code of Ordinances was introduced by Alderman _____, duly seconded by Alderman _____, in the same form as follows:

(2) Maximum speed limit of thirty-five (35) miles per hour:

~~Government Street, from its intersection with Beehtel Boulevard, eastward to the city limits.~~

Government Street, from its intersection with Pabst Road, eastward to the city limits.

Ocean Springs Road, from its intersection with U.S. Highway 90 North, to its intersection with King Henry Drive.

~~Van Cleave Road cutoff and extension, from its intersection with Government Street, eastward to the city limits.~~

(3) *Maximum speed limit of thirty (30) miles per hour:*

Government Street for the approximately 200 feet between the intersections of Ocean Springs Road and Pabst Road.

Government Street from its intersection with Bechtel Boulevard eastward to its intersection with Pabst Road.

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

SECTION 6: During such time as said ordinance revision is being published in the local newspaper, the full copy of the text amendment shall be posted pursuant to Miss. Code Ann. § 21-17-19(3), and the full copy shall be available for public inspection upon request.

SECTION 7: This ordinance shall take effect one month after the passage of said ordinance pursuant to Miss. Code Ann. § 21-13-11.

SECTION 8: 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 9: 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 _____ 2022.

MAYOR

Attest:

CITY CLERK



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MEMORANDUM

TO: OS Mayor and Board of Aldermen

FROM: Carolyn Martin, Planning & Grants Administrator

DATE: June 21, 2022

**RE: MDOT Transportation Improvements Program (TIP)
Federal Surface Transportation Program (STP)
STP-9061-00(003) LPA / 108085-701000 –
East Beach Multiuse Pathway
Authorize to Execute Supplementary Agreement #1 with
Compton Engineering, Inc. for Additional Approved
Preliminary Engineering Services**

Award for this project was approved as part of the May 7, 2019 Regular agenda and the Preliminary Engineering contract approved on February 18, 2020. On May 26, 2022, the Gulf Regional Planning Commission (GRPC) approved the city's request for a modified scope to change this project from a 6.5-foot sidewalk to a 10-foot multiuse pathway.

In order to move forward with the modified specifications for MDOT review, the attached Supplemental Agreement #1 has been provided for consideration. The additional funding totals \$85,000 for a new contract amount of \$111,000.

I respectfully request authorization to execute the attached SA#1 with Compton Engineering, Inc. for Preliminary Engineering services for this project pending receipt of MDOT concurrence on the attached contract.

EXHIBIT # 6-c

AMENDMENT NUMBER 1 TO
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
CITY OF OCEAN SPRINGS AND COMPTON ENGINEERING, INC.

THIS IS AN AMENDMENT made on _____ TO THE AGREEMENT made on February 20, 2020, between the CITY OF OCEAN SPRINGS, 1018 Porter Avenue, Ocean Springs, Mississippi 39564 (OWNER), and COMPTON ENGINEERING, INC., 1969 Market Street, Pascagoula, Mississippi, 39568 (ENGINEER).

OWNER selected the ENGINEER to furnish planning, design, engineering, and bid phase services for the East Beach Drive Multiuse Pathway, hereinafter referred to as PROJECT; and

OWNER and the ENGINEER have agreed upon the scope of services to be provided by the ENGINEER under the terms set forth in this AGREEMENT, payment in accordance with terms and conditions included in the contract in place, and the following amendments:

EXHIBIT A
PROJECT DESCRIPTION

The Scope of Work of this Agreement consists of providing a bicycle/pedestrian path along East Beach Drive from Holcomb Boulevard to Halstead Road based, in part, on the Construction Documents titled "Multi-Modal Path along East Beach Drive and Halstead Road" Project No.: STP-0357-00(012) LPA/105775-701000 dated November 2009. The OWNER recognizes that the scope of the Project is as stated herein. The OWNER recognizes that this Project is in a limited space and may involve impacts to local residents and traffic from time to time. The ENGINEER has developed Exhibit C Scope of Engineering Services that further defines the understanding of the Project.

On May 6, 2022, ENGINEER was directed to modify the design package from a 6'-6" sidewalk to a wider 10' sidewalk compliant with Mississippi Department of Transportation (MDOT) Standards for multiuse pathways and as further defined in EXHIBIT C.

1.1 Planning

The ENGINEER has previously assisted in planning of the Project with the OWNER and Mississippi Department of Transportation (MDOT). With the planning of this Project based on the November 2009 Construction Documents as described above, the ENGINEER will provide planning services limited to coordinating the location of crosswalks and termination of path at Gunter Drive.

The MDOT standard forms completed and submitted as part of the previous project will need to be updated and resubmitted, due to the original submittal being over 10 years old. A summary of the necessary forms complying with the Project Development Manual for Local Public Agencies July 2019 has been included as Exhibit B Project Checklist. While the ENGINEER anticipates that much of the information included on these standard forms can be used, the information will need to be re-input on the updated forms, resubmitted for approval, and coordinated with MDOT.

The Planning scope of work identified above for the 6'-6" width sidewalk was completed. MDOT will require that standard forms be revised and resubmitted for the modification in scope for the

project. ENGINEER will modify forms, resubmit for approval, and coordinate as necessary with MDOT.

1.2 Survey

The ENGINEER has previously performed a topographic survey of the Project, which is reflected in the November 2009 Construction Documents. ENGINEER shall utilize this existing survey for use in completing the Project. Based on knowledge of the Project area, it is not anticipated that additional survey would be required to complete the Project. If additional survey is deemed necessary due to changed conditions that may have occurred since 2009 or additional survey is required based on a change in scope of work, then ENGINEER shall notify the OWNER and perform the additional survey upon OWNER approval in accordance with Exhibits B and C.

1.3 Environmental

The ENGINEER has previously obtained a Department of Marine Resources (DMR) permit for a 6 feet wide path in February of 2010. This permit will be required to be renewed. Additionally, a Secretary of State Tidelands Lease Application was submitted by the City in October 2009. This application will be required to be re-submitted to obtain the Tidelands Lease. If additional environmental services are deemed necessary by the regulatory agencies, then ENGINEER shall notify the OWNER in writing and perform the additional environmental services upon OWNER approval in accordance with Exhibits C and D.

The Environmental scope of work identified above for the 6'-6" width sidewalk was completed. As the previous permit was for the smaller sidewalk pathway, ENGINEER will coordinate with the Department of Marine Resources and MDOT as necessary to obtain permits for the revised scope. ENGINEER will coordinate with MDOT to evaluate the existing Secretary of State Tidelands Lease and make necessary modifications and resubmit as necessary.

1.4 Design and Engineering

The ENGINEER has previously prepared design documents for the Project. These original documents shall be utilized as the basis for design of the Project per the Scope of Work defined above. ENGINEER will revisit these design documents to ensure the design complies with the most current MDOT standards and will update the design as necessary. These plans include the following: develop the plan for the bicycle/pedestrian path from survey data; set grades and provide other details necessary to provide for positive drainage, where possible, and to tie the facilities into the new bicycle/pedestrian path; incorporate any required roadway reshaping that may be necessary to install the crosswalks; and address any drainage and utility relocation that may be discovered during the design. As the previously prepared drawings included modifications along Halstead Road to Brumbaugh Road south to Gunter Road, this scope of work will be removed from the design drawings.

The MDOT standard forms completed and submitted as part of the previous project will need to be updated and resubmitted, due to the original submittal being over 10 years old. A summary of the necessary forms complying with the Project Development Manual for Local Public Agencies July 2019 has been included as "Exhibit B Project Checklist". While the ENGINEER anticipates that much of the information included on these standard forms can be used, the information will need to be re-input on the updated forms, resubmitted for approval, and coordinated with MDOT.

The Design and Engineering scope of work identified above for the 6'-6" width sidewalk was completed. As the previous design drawings were prepared for a smaller pathway, ENGINEER will revise the plans for the increased width and compliance with MDOT requirements for multiuse pathway. ENGINEER will coordinate with MDOT for review and approval of the revised plans, including necessary field reviews and office reviews with MDOT personnel. MDOT standard forms will be revised and resubmitted as required by MDOT to incorporate the modification in scope.

1.5 Construction Documents

The ENGINEER will progress design documents through to Construction Documents sufficient to publicly bid the project in accordance with MDOT LPA Guidelines. The ENGINEER will prepare a bid package to include the unit prices and lump sum items in a manner to allow for competitive bids. The bid package will include standard contract documents and adequate technical specifications. The ENGINEER

will utilize MDOT standard specifications verbatim and does not assume responsibility for its technical adequacy. The Project may be bid in schedules to assist in providing as much of the Project as possible with the funds available.

The MDOT standard forms completed and submitted as part of the previous project will need to be updated and resubmitted, due to the original submittal being over 10 years old. A summary of the necessary forms complying with the Project Development Manual for Local Public Agencies July 2019 has been included as "Exhibit B Project Checklist". While the ENGINEER anticipates that much of the information included on these standard forms can be used, the information will need to be re-input on the updated forms, resubmitted for approval, and coordinated with MDOT.

The Construction Documents scope of work identified above for the previous width sidewalk was completed. As the previous design drawings were prepared for a smaller pathway, ENGINEER will revise the Construction Documents for the increased width and compliance with MDOT requirements for multiuse pathway. ENGINEER will coordinate with MDOT for review and approval of the revised plans and full PS&E Assembly. MDOT standard forms will be revised and resubmitted as required by MDOT to incorporate the modification in scope.

1.6 Bid Phase

The ENGINEER will provide bid phase services for public bid of the Project, including assisting the OWNER as needed to publicly bid the Project, prepare addenda as needed, assist OWNER in evaluation of the bids, provide a recommendation to award, and assist in submitting documents to MDOT for concurrence.

1.7 Services During Construction

Services During Construction (or Construction, Engineering and Inspection "CE&I") is not included in the scope of this Agreement but can be provided based on the CE&I Contract provided to OWNER.

EXHIBIT C
SCOPE OF ENGINEERING SERVICES

1.0 BASIC SERVICES

1.1 Planning

Planning Services shall be limited as described in Exhibit A and will be performed in relation to the scope of work for the **ENGINEER** as outlined in this **Agreement**.

The Planning scope of work identified above for the 6'-6" width sidewalk was completed. MDOT will require that standard forms be revised and resubmitted for the modification in scope for the project. **ENGINEER** will modify forms, resubmit for approval, and coordinate as necessary with MDOT.

After authorization to proceed with the Planning Phase, **ENGINEER** shall:

- 1.1.1 Consult with the **OWNER** to clarify and define the **OWNER'S** requirements for the Project, including coordination of crosswalks, termination of path at Gunter Road and width of path.
- 1.1.2 Participate in preliminary meetings with funding agency and **OWNER** to clarify scope, funding agency requirements, and necessary re-submittals of documents, forms, etc.
- 1.1.3 Prepare and submit required funding agency documents/forms, including those outlined in Exhibit B of this **Agreement**.
- 1.1.4 Complete items 1.1.1 through 1.1.3 for the revised scope of work incorporating the wider 10' sidewalk/multiuse pathway.

1.2 Survey

Survey Services have not been provided in the scope of work for the Basic Services for the Project. The **ENGINEER** shall utilize previous survey data from the design documents dated November 2009 as the basis of existing conditions at the site. If additional survey is deemed necessary by **OWNER** and **ENGINEER** due to changed conditions from the previous survey, it shall be performed as an additional service as outlined in Paragraph 2.0 as follows.

1.3 Environmental

Permitting for the Project has been previously provided but has since expired. Environmental Services will be performed to include re-applying for the DMR Permit based on the original scope of design. The Application for Standard Lease of Public Trust Tidelands previously submitted by the City will need to be resubmitted. To our knowledge, the process of obtaining a lease was not completed in 2009. This Project consist of less than 1 acre of disturbance and therefore a Stormwater Pollution Prevention Plan (SWPPP) will not be required. If additional environmental is deemed necessary by **OWNER**, MDOT, or the approving agencies, it shall be performed as an additional service as outlined in Paragraph 2.0 as follows.

The Environmental scope of work identified above for the 6'-6" width sidewalk was completed. As the previous permit was for the smaller sidewalk pathway, **ENGINEER** will coordinate with the Department of Marine Resources and MDOT as necessary to obtain permits for the revised scope. **ENGINEER** will coordinate with MDOT to evaluate the existing Secretary of State Tidelands Lease and make necessary modifications and resubmit as necessary.

1.4 Design and Engineering

Design and Engineering Services will be performed in relation to the scope of work for the ENGINEER as outlined in this Agreement.

After authorization to proceed with the Design and Engineering Phase, ENGINEER shall:

- 1.4.1 Review the project documents previously provided for conformance with current state and local standards (including Mississippi Department of Transportation standards) and update as necessary.
- 1.4.2 Modify the documents to reflect the current scope of work outlined in Exhibit A.
- 1.4.3 Participate in design review meetings with funding agency OWNER as deemed necessary by the funding agency.
- 1.4.4 Prepare and submit required funding agency documents/forms, including those outlined in Exhibit B of this Agreement.
- 1.4.5 Geotechnical, Ground Penetrating Radar, or other exploratory investigations are not included in the scope of this Agreement.
- 1.4.6 The Design and Engineering scope of work identified above for the previous width sidewalk was completed. As the previous design drawings were prepared for a smaller pathway, ENGINEER will perform the scope of work identified in 1.4.1 through 1.4.5 of this EXHIBIT C for the revised project scope. ENGINEER will coordinate with MDOT for review and approval of the revised plans, including necessary field reviews and office reviews with MDOT personnel. MDOT standard forms will be revised and resubmitted as required by MDOT to incorporate the modification in scope.

1.5 Construction Documents

Construction Document Preparation Services will be performed in relation to the scope of work for the ENGINEER as outlined in this Agreement.

After authorization to proceed with the Construction Document Preparation Phase, ENGINEER shall:

- 1.5.1 Progress the design to prepare a bid package reflecting appropriate unit price and lump sum bid items sufficient to publicly bid the Project.
- 1.5.2 Compile current MDOT technical specifications sufficient to publicly bid the Project.
- 1.5.3 Prepare a Construction Cost Estimate for the Project scope.
- 1.5.4 Participate in meetings with OWNER and funding agency as deemed necessary by the funding agency.
- 1.5.5 Prepare and submit required funding agency documents/forms, including those outlined in Exhibit B of this Agreement.
- 1.5.6 The Construction Documents scope of work identified above for the previous width sidewalk was completed. As the previous design drawings were prepared for a smaller pathway, ENGINEER will perform the scope of work identified in 1.5.1 through 1.5.5 of this EXHIBIT C for the revised project scope. ENGINEER will coordinate with MDOT for review and approval of the revised plans and full PS&E Assembly. MDOT standard forms will be revised and resubmitted as required by MDOT to incorporate the modification in scope.

1.6 Bid Phase

Bid Phase Services will be performed in relation to the scope of work for the **ENGINEER** as outlined in this Agreement.

After authorization to proceed with the Bidding Phase, **ENGINEER** shall:

- 1.6.1 Assist **OWNER** in obtaining bids or negotiating proposed for each separate prime contract for construction, materials, equipment and services.
- 1.6.2 Consult with and advise **OWNER** as to the acceptability of subcontractors and other persons and organizations proposed by the prime contractor(s) (hereinafter called "Contractor(s)") for those portions of the work as to which such acceptability is required by the bidding documents.
- 1.6.3 Prepare addenda to the bidding documents considered by **ENGINEER** to be appropriate.
- 1.6.4 Consult with and advise **OWNER** as to the acceptability of substitute materials and equipment proposed by Contractor(s) when substitution prior to the award of contracts is allowed by the bidding documents.
- 1.6.5 Assist **OWNER** in evaluating bids or proposals and in assembling and awarding contracts.
- 1.6.6 The **ENGINEER** shall submit bid documentation to the funding agency if required and allow adequate time for review and approval.

1.7 Construction Phase

Construction Phase Services are not included in the scope of this Agreement.

2.0 ADDITIONAL SERVICES

- 2.1 The following, if deemed to be necessary, will be considered additional services and the Scope will be defined upon the determination of any right-of-way or design requirements should the services become necessary:
 - 2.1.1 Topographic survey deemed necessary by **OWNER** and **ENGINEER** following site visits to compare existing record survey information from the November 2009 plans to current existing site conditions.
 - 2.1.2 Environmental work, including preparation of a Stormwater Pollution Prevention Plan, Threatened and Endangered Species Survey, Cultural Resources Survey, etc., as may be required through coordination with environmental review agencies.
 - 2.1.3 Assist in right-of-way acquisition, discussions with property owners, right-of-way staking, modifications to plans for right-of-way negotiated changes or other related right-of-way services.
 - 2.1.4 Splitting the project into two or more sets of plans and contract documents, i.e., two or more distinct projects.
 - 2.1.5 Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
 - 2.1.6 Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments.
 - 2.1.7 Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or

equal” or substitution which is found to be inappropriate for the **Project**; evaluation and determination of an excessive number of proposed “or equals” or substitutions, whether proposed before or after award of the Construction Contract.

2.1.8 Boundary surveys associated with property purchase.

2.1.9 All work not defined in the scope of this **Agreement**.

EXHIBIT D
PAYMENTS TO ENGINEER

1.1 Basic Services: **OWNER** shall pay **ENGINEER** for Basic Services set forth in Exhibit C, excluding Construction Phase Services, as follows:

1.1.1 A Lump Sum amount of **\$111,000 (\$26,000 for original scope, \$85,000 for additional revised scope)** based on the following estimated distribution of compensation:

Original Scope:

a. Planning	\$ 5,000
b. Design and Engineering	\$10,000
c. Construction Documents	\$ 6,000
d. Bidding Phase	\$ 5,000

Revised Scope:

e. Planning (Revised Scope)	\$12,000
f. Design and Engineering (Revised Scope)	\$40,000
g. Construction Documents (Revised Scope)	\$33,000

1.1.2 **ENGINEER** may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the **OWNER**.

1.1.3 The Lump Sum includes compensation for **ENGINEER'S** services and services of **ENGINEER'S** Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges.

1.1.4 In addition to the Lump Sum, **ENGINEER** is also entitled to reimbursement from **OWNER** for the following Reimbursable Expenses:

a. Reproduction of additional Design and Construction Documents to satisfy the deliverables required per the Project Design Manual for Local Public Agencies dated July 2019. Anticipated deliverables are as follows:

1. Proposal & Plans = MDOT Field Review (Approximately 10 copies) up to \$175.00/set.
2. Proposal & Plans = MDOT Office Review (Approximately 10 copies) up to \$175.00/set.
3. Proposal & Plans = MDOT Street Ready (Approximately 10 copies) up to \$175.00/set.
4. Proposal & Plans = MDOT Issued for Construction (Approximately 9 copies conformed) up to \$175.00/set.

b. Reproduction of Standard Design and Construction Documents normally provided to **OWNER** for Design and Engineering review, Bid Phase, and Construction Documents shall be provided at no additional cost. The cost to produce these documents will be absorbed in the lump sum fee above.

1.1.5 The portion of the Lump Sum amount billed for **ENGINEER'S** services will be based upon **ENGINEER'S** estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, **ENGINEER** may also bill for any such Reimbursable Expenses incurred during the billing period.

- 1.2 Additional Services: OWNER shall pay ENGINEER for Additional Services rendered under Exhibit C Section 2.0 as follows. Subconsultants will be billed at actual cost times a factor of 1.15. Other services may be performed at the rate indicated on attached Compton Engineering, Inc. Charge Rates 2022.
- 1.3 Period of Service: The compensation amount stipulated is conditioned on a period of service not exceeding 8 months. If such period of service is extended, the compensation amount for ENGINEER'S services shall be appropriately adjusted.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

OWNER:
CITY OF OCEAN SPRINGS

ENGINEER:
COMPTON ENGINEERING, INC.

KENNY HOLLOWAY, Mayor



G. JOEY DUGGAN, III, Senior Vice President

Witness



Witness

M:\2019\219-066 COOS - East Beach Multiuse Pathway\Docs\Eng-Owner Agreement\Amendment No. 1.doc

EXHIBIT B

**COMPTON ENGINEERING, INC.
RATE SCHEDULE
2022**

<u>Labor Classification</u>	<u>Hourly Rate</u>
Engineer Principal.....	\$ 185.00
Senior Project Engineer	\$ 155.00
Project Engineer	\$ 135.00
Engineer Intern.....	\$ 105.00
Environmental Specialist	\$ 110.00
Senior Project Manager.....	\$ 140.00
Project Manager	\$ 120.00
Senior Design Technician	\$ 95.00
Design Technician	\$ 85.00
Resident Project Representative	\$ 85.00
Business Manager	\$ 100.00
Administrative Assistant.....	\$ 60.00
Professional Land Surveyor	\$ 130.00
Senior Survey Technician with Equipment	\$ 150.00
Two-Man Survey Crew with Equipment.....	\$ 175.00
Survey Technician	\$ 65.00
Survey Crewman.....	\$ 50.00
Drone with Operator (minimum rate up to 90 minutes)	\$ 200.00
* Hourly rate after 90 minutes.....	\$ 70.00



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City of Ocean Springs

MEMORANDUM

To: Board of Aldermen
From: Mayor Kenny Holloway
Re: Discussion regarding a moratorium on tax abatements
Section: New Business

Meeting Date: June 21, 2022

Discuss implementing a moratorium on tax abatements until the city can identify zones in the urban renewal plan.

EXHIBIT # 7-a

www.OceanSprings-MS.gov

ORDINANCE NO. 2022 - ____
CITY OF OCEAN SPRINGS, MISSISSIPPI

**AN ORDINANCE INSTITUTING A TEMPORARY MORATORIUM
(180 DAYS) ON THE APPLICATIONS FOR PROPERTY TAX
ABATEMENT (AND RELATED PURPOSES)**

WHEREAS, the Board of Aldermen of the City of Ocean Springs has previously granted property tax abatement for various businesses located in the downtown business district; and

WHEREAS, the City of Ocean Springs, Mississippi, is preparing a new Comprehensive Master Plan for downtown development as well as preparing an Urban Renewal Plan for the downtown development; and

WHEREAS, Miss. Code Ann. § 21-17-5 and § 21-13-1 provides that the Board of Aldermen possesses the authority to adopt ordinances with respect to property located within the City; and

WHEREAS, the Board of Aldermen finds that it is in the best interest of the public to place a temporary moratorium on the granting of any property tax abatement until the Master Comprehensive Plan is completed and the Urban Renewal Plan has been completed; and

WHEREAS, it is necessary that an Ordinance be adopted placing an immediate and temporary moratorium on the submission and acceptance of tax abatement applications as it is anticipated that applications for such permits will be received in the near future and any such tax abatements will need to be considered in conjunction with and pursuant to the City's Comprehensive Master Plan and Urban Renewal Plan;

WHEREAS, instituting the moratorium set forth herein will improve compatibility among uses and will ensure efficient development within the City, will result in a logical and orderly development pattern, and is necessitated by a demonstrated community need to achieve the objectives and policies stated herein.

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

SECTION 1. The Board of Aldermen hereby adopts the foregoing recitals in its findings.

SECTION 2. The Board of Aldermen hereby institutes a moratorium on the submission and acceptance of applications for abatements in the City of Ocean Springs, Mississippi.

SECTION 3. Measured from the effective date and time the moratorium established herein shall extend for one hundred eighty (180) days until the legally effective date of ordinances adopted by the Board of Aldermen addressing the issue of property tax abatement, whichever occurs first.

SECTION 4. This ordinance will become effective thirty (30) days after passage.

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 _____, 2022.

MAYOR

Attest: _____
CITY CLERK



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City of Ocean Springs

MEMORANDUM

To: Board of Aldermen
From: Mayor Kenny Holloway
Re: Discussion regarding a moratorium on apartments
Section: New Business

Meeting Date: June 21, 2022

Discuss implementing a moratorium on apartment developments.

EXHIBIT # 7-b

www.OceanSprings-MS.gov

ORDINANCE NO. 2022-__
CITY OF OCEAN SPRINGS, MISSISSIPPI

**AN ORDINANCE INSTITUTING A TEMPORARY MORATORIUM
(180 DAYS) ON THE SUBMISSION AND ACCEPTANCE OF APPLICATIONS
FOR BUILDING PERMITS FOR MULTI-FAMILY DWELLINGS
EXCEEDING TWENTY (20) UNITS.**

WHEREAS, there are 842 multifamily dwelling units in the City and 308 multi-family dwelling units under construction; and

WHEREAS, the City of Ocean Springs anticipates receiving applications for the development of additional multifamily units in the City of Ocean Springs in the near future; and

WHEREAS, comparatively dense developments, such as apartments and apartment buildings, could result in disproportionate impacts on City resources and services, including water, utility, sewer demands, traffic, schools, and public safety, compared to other forms of residential development; and

WHEREAS, due to the potential over-saturation of apartments and other multifamily dwelling units, the Board of Aldermen of the City of Ocean Springs, seeks to establish a temporary moratorium on the submission and acceptance of applications for building permits in excess of twenty (20) multifamily dwelling units in the City of Ocean Springs, Mississippi; and

WHEREAS, the City of Ocean Springs is preparing the City's Comprehensive Master Plan as well as Urban Renewal Development Plan, and desires that the future growth of multifamily dwellings, in excess of twenty (20) units, be uniform and consistent to the comprehensive master plan of the City; and

WHEREAS, Mississippi Code Sections 21-17-5 and 21-13-1 provide that the Board of Aldermen possesses the authority to adopt ordinances with respect to property located within the City; and

WHEREAS, Mississippi Code Sections 21-13-3 and 21-13-11 provide that the Board of

Aldermen possesses the authority to adopt ordinances for the immediate and temporary preservation of the public peace, health or safety or for other good cause; and

WHEREAS, the Office of the Mississippi Attorney General has opined that a municipality may adopt an immediately and temporarily effective ordinance instituting a moratorium related to zoning issues (see Opinion No. 2008-00006); and

WHEREAS, it is necessary that an ordinance be adopted placing an immediate and temporary moratorium on the submission and acceptance of applications for building permits for multifamily dwellings, exceeding twenty (20) units, because it anticipated the applicants for such permit will be received in the near future and the City desires completion of the Comprehensive Master Plan as well as the Urban Renewal District's designated prior to the construction of any additional multifamily dwelling units, in excess of twenty (20); and

WHEREAS, imposing a moratorium on the submission and acceptance of applications for building permits for a period of one-hundred-eighty (180) days will allow sufficient time for the City to investigate, research, and develop an appropriate regulatory framework and to ensure that all new multifamily dwelling construction be in harmony with the City's future Comprehensive Master Plan and Urban Renewal Plan; and

WHEREAS, instituting the moratorium set forth herein will improve compatibility among uses and will ensure efficient development within the City, will result in a logical and orderly development pattern, and is necessitated by a demonstrated community need to achieve the objectives and policies stated herein.

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

SECTION 1. The Board of Aldermen hereby adopts the foregoing recitals as its findings.

SECTION 2. The Board of Aldermen hereby institutes a moratorium on the submission and

acceptance of applications for building permits exceeding twenty (20) multifamily units.

SECTION 3. The moratorium established in Section 2, above, shall not apply to applications for building permits to repair or renovate existing multifamily dwellings, provided that the repairs or renovations do not increase the number of dwelling units.

SECTION 4. Measured from its effective date and time, the moratorium established herein shall extend for one-hundred-eighty (180) days or until the legally effective date of ordinances adopted by the Board of Aldermen addressing the locations of such businesses, whichever occurs first.

SECTION 5. This ordinance shall be effective thirty (30) days after passage.

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 _____, 2022.

MAYOR

Attest:

CITY CLERK



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TO: Honorable Mayor and Board of Aldermen

FROM: Deputy City Clerk Vicky Hupe

DATE: Meeting Date: June 21, 2022

RE: Mayor Pro-tempore Resignation and Appointments

Alderman Impey has submitted his resignation as Mayor Pro-tempore effective July 1, 2022.

Appointments needed beginning July 1, 2022:

Mayor Pro-tempore
Finance Committee
HR Committee

EXHIBIT # 1-c

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City of Ocean Springs

MEMORANDUM

To: Mayor and Board of Aldermen
From: Alderman Rickey Authement
Re: Bench Dedication in Martin Luther King, Jr. Park
Section: New Business

Meeting Date: June 21, 2022

Discussion regarding dedicating a bench in Martin Luther King, Jr. Park in honor Jon Thomas.

EXHIBIT # 7-d

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To: Honorable Mayor & Board of Aldermen
From: Sarah Qarqish, Arts & Culture Coordinator
Date: June 14, 2022
Re: Termination of MOU

I respectfully request the termination of the Walter Anderson Theater Project's MOU.

Thanking you in advance for your favorable consideration.

EXHIBIT # 7-e

www.OceanSprings-MS.gov

**MEMORANDUM OF UNDERSTANDING AND HOLD HARMLESS
AGREEMENT BETWEEN THE WALTER ANDERSON THEATER PROJECT AND
THE CITY OF OCEAN SPRINGS, MISSISSIPPI**

This Memorandum of Understanding and Hold Harmless Agreement ("MOU") is made and entered into this the 4th day of May, 2021 by and between the City of Ocean Springs, a municipal corporation ("the City"), and the Walter Anderson Theater Project, a 501(c)(3) non-profit corporation ("WATP").

WHEREAS, the City owns the facility located at 1600 Government Street, Ocean Springs, Mississippi, formerly known as the old Ocean Springs School Building, now referred to as the Mary C O'Keefe Cultural Arts and Education Center ("the Mary C"); and

WHEREAS, the City and WATP have an ongoing relationship whereby the City and WATP's goal to further develop the Mary C into a cultural center with programming that represents and encourages the vast growing arts, theater, music and cultural community of Ocean Springs and the surrounding area; and

WHEREAS, in furtherance of this goal, the parties wish to formalize the terms under which the parties will coordinate the duties, responsibilities and obligations of both the City and WATP as it relates to programming at the Mary C.

NOW, THEREFORE IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS CONTAINED HEREIN, THE PARTIES HERETO MUTUALLY AGREE TO THE FOLLOWING:

1. Premises.

The building grounds located at 1600 Government Street, Ocean Springs, Mississippi.

2. Term, Cancellation, Default.

2.1 The term of this MOU shall commence on May 5, 2021 and be for a period of one year from said date (the "Initial Term"), unless mutually extended by written agreement of the parties or unless sooner terminated as provided herein. Thereafter, this MOU shall automatically renew for up to two (2) successive one (1) year periods, beginning each May 1 and ending each April 30 (the "Extension Term"), collectively (the "Term") unless mutually extended by written agreement of the parties or unless sooner terminated as provided here.

2.2 If there shall be default in the performance of any term, covenant, agreement, condition, rule or regulation contained in this MOU, the MOU may be canceled at the option of the party not in fault upon thirty (30) days written notice, which shall include the details of said default to the party in default. If the party in default does not cure such default within said thirty (30) day period, then this MOU shall be canceled, and the relationship of the City and WATP and the obligations of each party hereunder in regard to said premises shall cease and terminate, provided however, that each party

shall remain liable for any damages or losses caused by the party's actions or inaction addressed in this MOU prior to the termination of this MOU.

- 2.3 Either party shall have the right to terminate this MOU for any cause with ninety (90) days written notice.

3. Operation and Management.

- 3.1 The City owns, operates and manages the Mary C. Accordingly, the City will provide a coordinator for the Mary C. The salary and/or benefits of said coordinator shall be paid by the City and shall work under the City's Parks and Recreation Department. The City shall also provide any other staff, employees or volunteers necessary for daily operations of the Mary C. These city staff, employees and volunteers shall work under the supervision and direction of the coordinator.
- 3.2 WATP may provide volunteers and other employees necessary for effectuating its duties, responsibilities and obligations. The salary and/or benefits of said employees of WATP shall be paid by WATP.
- 3.3 The City will provide the generally required custodial services for the Mary C. This specifically excludes cleaning up after paid functions. Paid functions shall be required to pay a cleaning fee at the conclusion of the event(s).
- 3.4 The City will not work on any equipment not owned by the City. The City will not handle or move property owned by those other than the City.
- 3.5 The City will be responsible for all maintenance of the grounds and improvements at the Mary C. The City will also be responsible for routine maintenance of the interior, exterior and grounds of the Mary C.

3.6 TRENT LOTT PERFORMING ARTS THEATER

3.6.1 Rehearsals

3.6.1.1 In consideration for operations assistance, maintaining the Mary C concessions and WATP fundraising events benefitting the Theater, WATP may use the Theater, including the backstage area, for rehearsals and scene construction so long as the Theater is not being rented or used for other purposes. Rehearsal days and times will be fully discussed with the City's Coordinator and calendared five (5) days in advance.

3.6.1.2 WATP shall keep the Theater and backstage area clean and orderly at all times.

3.6.2 Production Week

3.6.2.1 In consideration for operations assistance, maintaining the Mary C concessions and WATP fundraising events benefitting the Theater, WATP

may use the Theater, including the backstage area, during the week leading up to a WATP production.

3.6.2.2 Should the Theater have a rental during the week leading up to a WATP production, WATP shall work with the City's Coordinator to determine an appropriate day/time to reschedule the rehearsal(s).

3.6.2.3 WATP shall keep the Theater and backstage area clean and orderly at all times.

3.6.2.4 Production Week shall be scheduled with the City's Coordinator and placed on the Master Calendar six (6) weeks prior to the WATP production.

3.6.3 Production Night(s)

3.6.3.1 WATP shall be charged the regular rental fee as outlined in the City's Mary C Rental Agreement for each performance day/night. The City shall be paid in accordance with said Rental Agreement.

3.6.3.2 WATP shall keep the Theater and backstage area clean and orderly at all times.

3.6.3.3 Production Night(s) shall be scheduled with the City's Coordinator and placed on the Master calendar six (6) weeks prior to the WATP production.

3.6.4 Technical Crew

3.6.4.1 After being fully certified by the City or the City's authorized representative as an approved technical consultant, WATP may provide its own technical crew for its shows to include the sound engineer, lighting designer and technical director.

3.6.5 Theater Storage Space and WATP Scene Sets

3.6.5.1 In consideration for operations assistance, maintaining the Mary C concessions and WATP fundraising events benefitting the Theater, WATP may continue to use the Theater storage space located backstage.

3.6.5.2 WATP may use the scene shop to construct sets. The use of said scene shop is non-exclusive.

3.6.5.3 WATP agrees to work and cooperate with other users of the Theater, and agrees to allow the use of basic set pieces owned by WATP, such as platforms and scenic flats, for a minimal charge.

3.6.5.4 All property owned by WATP shall be clearly marked and labeled. An updated inventory and rental price list shall be made available to the City's Coordinator and/or interested renters.

3.6.6 Rising Stars Theater Program

3.6.6.1 Rising Stars is a youth theater program produced by WATP. The purpose of this program is to promote the arts in our local youth through organizations such as the City's Parks and Recreation Department, the YMCA and the Boys and Girls Club.

- 3.6.6.2 Rising Stars shall hold two (2) productions per year. Both the production and the production week shall be scheduled and placed on the Master Calendar six (6) weeks in advance with the City's Coordinator.
- 3.6.6.3 Rising Stars' productions shall follow the same guidelines as outlined in Sections 3.6.1 through 3.6.4 of this MOU.
- 3.6.6.4 For each class, the breakdown of monies collected shall be as follows: 80% WATP / 20% City. For any of said classes, the City shall receive a minimum of \$60 per class.

3.7 Concessions

- 3.7.1 WATP agrees to maintain and operate concessions for events held at the Mary C.
- 3.7.2 WATP agrees to obtain and maintain the liquor license for the Mary C. All costs associated with said liquor license shall be paid by WATP.
- 3.7.3 A representative of WATP shall be available to operate and sell concessions and/or alcoholic beverages for all events requesting concessions and/or alcoholic beverages at said event.
- 3.7.4 WATP shall provide a list of all concessions, including, but not limited to, snacks, non-alcoholic beverages, and alcoholic beverages available for sale and the sale price associated with each item. WATP shall also provide the cost of all concessions, including, but not limited to, snacks, non-alcoholic beverages, and alcoholic beverages being sold at the Mary C.
- 3.7.5 The net proceeds from concession and/or alcoholic beverage sales at events held at the Mary C will be split 80% to WATP and 20% to the City.

3.8 Master Calendar

- 3.8.1 WATP, the City and all other contractors/partners with the City shall maintain a master calendar with all events, programs, exhibitions and the like. The master calendar shall be available for viewing by all parties in order to maintain effectiveness and efficiency in scheduling all events at the Mary C. The City's coordinator and WATP's president shall work together to maintain said master calendar.
- 3.9 The City reserves the right to review all events, activities and programs held at or in connection with the Mary C, including events, activities and programs obtained by or produced by WATP.
- 3.10 WATP will assist in the City in the promotion of activities where WATP is a part. Likewise, the City will also promote WATP's special events held at the Mary C.
- 3.11 The coordinator or designated representative is the Management Contract Representative for the City. Said representative, with the Mayor and Aldermen's

approval, is authorized to carry out the terms and conditions of this MOU on behalf of the City. The president of WATP is the Management Contract Representative for WATP. Said representative, with WATP's approval, is authorized to carry out the terms and conditions of this MOU on behalf of WATP.

4. WATP Fundraiser(s)

4.1 In consideration for permitting WATP to use the Theater for rehearsals and scene production/creation, WATP agrees to produce a minimum of one fundraising event per year the proceeds of which will split 60% City and 40% WATP. WATP directs that the fundraiser proceeds donated to the City be used for the benefit of the Theater, including, but not limited to, Theater improvements.

5. Office Space.

5.1 In consideration for the operations assistance of the Theater at the Mary C., the City will provide WATP an office space within the Mary C. The office space shall be located in the Theater in an area under the backstage stairs unless otherwise specified by the City's Coordinator.

5.2 WATP's dedicated office space shall be cleaned and maintained by WATP.

5.3 The City shall pay all charges for the use of water, gas, electricity, internet, phone and pest control service.

5.4 Upon vacating the premises, WATP shall leave the dedicated office space in good and tenable condition.

6. Building Access

6.1 WATP shall have access to the interior lockbox code with further details discussed and outlined by the City's Coordinator.

7. Accounting.

7.1 The City shall keep accurate, true and complete books and records, which shall fully reflect the financial condition and results of operations of the Mary C.

7.2 Neither WATP or any officer, employee, agent, or designee shall have any authority whatsoever to incur indebtedness on behalf of the City, nor to cause to allow a lien to be placed upon any property, real or personal, belonging to the City.

7.3 The City shall be responsible for collecting all revenue and rental fees paid for and by all events, showings, exhibitions and the like to be held in the Trent Lott Performing Arts Theater, and an accurate and complete accounting for all revenue shall be maintained by the City. All monies collected by the City shall be sent to the City's accounting department at the end of each month, and the accounting department shall

disburse the revenue to WATP and other contracted parties pursuant to this MOU after first being approved by the Board of Aldermen during the Board's regular/recess meeting.

8. Security.

- 8.1 The City shall be responsible for providing adequate police protection of the Mary C, shall maintain a fire alarm system throughout the entire building and shall provide means for monitoring the aforesaid fire system installed in the Mary C.
- 8.2 The City shall be responsible for securing the entrances and exits to the Mary C. and shall be responsible for installing and replacing locks or other security devices deemed necessary or desirable by the City.
- 8.3 During the exhibitions, shows, special events or classes procured by WATP, WATP may hire any security personnel which WATP or the City deems necessary and shall be responsible for the cost of providing such security. Said security shall be obtained through the City's police department whenever feasible, but may be obtained through other local law enforcement agencies, if necessary.

9. Public Liability; Indemnification; Casualty Damage.

- 9.1 WATP, including its heirs, agents, members, assigns or representatives, agrees that the City shall not be liable for any injury or damages, whether to person or property, originating in contract, tort, equity, or otherwise, associated with WATP's use of the Mary C, inside or outside the subject building. WATP further agrees to hold harmless, defend, release, covenant not to sue, and indemnify the City for any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage or injury that may be sustained by WATP, a third party, and/or any other person whether based in tort, contract, or equity, that is in any associated with WATP's use of the Mary C.
- 9.2 The City shall maintain general liability insurance with limits in the amount of \$500,000 per occurrence pursuant to Mississippi law.
- 9.3 WATP shall be responsible for providing its own insurance for any equipment, personal property, fixtures, chattels or exhibits owned or maintained by WATP. WATP shall be responsible for all equipment, personal property, fixtures, chattels and exhibits which it permits to be brought into the Mary C, unless said equipment, personal property, fixtures, chattels and exhibits are brought on the premises at the direction of the City, and shall hold the City harmless for any liability for damage to or loss of the aforesaid equipment, personal property, fixtures, chattels and exhibits.
- 9.4 WATP shall be responsible for obtaining and maintaining a general liability policy with liability limits of \$1,000,000 for the duration of the Term. Said policy must name the City of Ocean Springs as an additional insured and a copy of this policy shall be provided to the City within 15 business days of the execution of this MOU.

10. Notices.

Any notice or consent required to be given by or on behalf of either party upon the other shall be in writing and shall be given to the parties to receive said notice or consent by mailing such notice or consent to the following addresses:

CITY:

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

WATP:

President
Walter Anderson Theater Project
1600 Government Street
Ocean Springs, MS 39564

If either party admits in writing receipt of any notice, evidence of service in accordance herewith shall not be necessary.

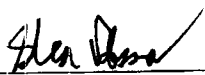
11. Miscellaneous.

- 11.1 WATP shall abide by all applicable laws, rules, regulations, and ordinances of the City, County, State of Mississippi, United States of America and any other authority, which now exist or which may hereafter be amended or adopted insofar as said laws, rules, regulation and ordinances pertain to the use of the premises.
- 11.2 WATP shall pay and indemnify the City against all legal costs and charges, including counsel fees, lawfully and reasonably incurred in obtaining possession of the premises after a default of WATP, or after WATP's default in surrendering possession upon the expiration or earlier termination of the terms of this MOU, or in enforcing any covenant of WATP in this MOU.
- 11.3 Nothing in this MOU shall create or be construed as creating a partnership, joint venture or agency relationship between any of the parties and no party shall have the authority to bind the other in any respect.
- 11.4 The City has adopted a policy of nondiscrimination based on age, race, color, religion, sex, national origin and disability status, and WATP agrees to adhere to this policy.
- 11.5 Though WATP has access to certain areas of the Mary C during certain hours and circumstances, it is understood that the premises remains the property of the City. This MOU shall not be deemed at any time to be or convey an interest in real property nor shall it at any time constitute a lien of any nature against the premises or the land upon which it is located.

- 11.6 It is understood that the assets of WATP are the exclusive property of WATP, and this MOU shall not be deemed at any time to be or convey an interest in WATP's property. WATP shall provide to the City an inventory of all WATP property which shall be used in connection with the Property. It is further understood that the assets of the City are the exclusive property of the City, and this MOU shall not be deemed at any time to be or convey an interest in the City's property.
- 11.7 This MOU supersedes and cancels any prior agreement or any amendments thereto made between the parties.
- 11.8 WATP may not assign or delegate in any manner any of its interest under this MOU or any rights or duties hereto to any other entity or person without the prior written consent of the City.
- 11.9 Any change to or modification of this MOU must be in writing and executed by both parties.
- 11.10 The provisions of this MOU shall be binding to the benefit of both parties and their respective legal representatives, permitted successors, and permitted assigns, if any.
- 11.11 Should any portion of this MOU be determined to be invalid, unlawful, or unenforceable, the MOU shall nonetheless remain in full force and effect provided that such remainder result in a reasonably operative MOU.
- 11.12 This MOU and any dispute arising out of or relating to this MOU shall be governed by and in accordance with the laws of the State of Mississippi.
- 11.13 Meetings with clients, community professionals and members of the public require all parties to demonstrate professionalism at all times. Respect is shown not only in the quality of work, but also in the way in which the party presents himself/herself on behalf of their respective organization. It is imperative that the parties create a professional presentation in the course of their official duties and responsibilities.

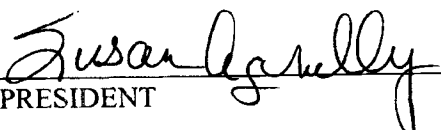
IN WITNESS WHEREOF, the undersigned have caused this Memorandum of Understanding and Hold Harmless Agreement to be duly executed as of the date last below written.

THE CITY OF OCEAN SPRINGS

BY: 
MAYOR

DATE: 5/4/21

WALTER ANDERSON THEATER PROJECT

BY: 
PRESIDENT

DATE: 5-3-21

**MEMORANDUM OF UNDERSTANDING AND HOLD HARMLESS
AGREEMENT BETWEEN THE MISSISSIPPI SONGWRITER'S ALLIANCE AND
THE CITY OF OCEAN SPRINGS, MISSISSIPPI**

This Memorandum of Understanding and Hold Harmless Agreement ("MOU") is made and entered into this the 15th day of December, 2020 by and between the City of Ocean Springs, a municipal corporation ("the City"), and the Mississippi Songwriter's Alliance, a 501(c)(3) non-profit corporation ("the Alliance").

WHEREAS, the City owns the facility located at 1600 Government Street, Ocean Springs, Mississippi, formerly known as the old Ocean Springs School Building, now referred to as the Mary C O'Keefe Cultural Arts and Education Center ("the Mary C"); and

WHEREAS, the City and the Alliance have an ongoing relationship whereby the City and the Alliance's goal to further develop the Mary C into a cultural center with programming that represents and encourages the vast growing arts, theater, music and cultural community of Ocean Springs and the surrounding area; and

WHEREAS, in furtherance of this goal, the parties wish to formalize the terms under which the parties will coordinate the duties, responsibilities and obligations of both the City and the Alliance as it relates to programming at the Mary C located at 1600 Government Street, Ocean Springs, Mississippi.

NOW, THEREFORE IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS CONTAINED HEREIN, THE PARTIES HERETO MUTUALLY AGREE TO THE FOLLOWING:

1. Premises.

The building grounds located at 1600 Government Street, Ocean Springs, Mississippi.

2. Term, Cancellation, Default.

2.1 The term of this MOU shall commence on December 15, 2020 and be for a period of one year from said date (the "Initial Term"), unless mutually extended by written agreement of the parties or unless sooner terminated as provided herein. Thereafter, this MOU shall automatically renew for up to two (2) successive one (1) year periods, beginning each January 1 and ending each December 31 (the "Extension Term"), collectively (the "Term") unless mutually extended by written agreement of the parties or unless sooner terminated as provided here.

2.2 If there shall be default in the performance of any term, covenant, agreement, condition, rule or regulation contained in this MOU, the MOU may be canceled at the option of the party not in fault upon thirty (30) days written notice, which shall include the details of said default to the party in default. If the party in default does not cure such default within said thirty (30) day period, then this MOU shall be canceled, and the relationship of the City and the Alliance and the obligations of each party hereunder in regard to said premises shall cease and terminate, provided however, that

each party shall remain liable for any damages or losses caused by the party's actions or inaction addressed in this MOU prior to the termination of this MOU.

- 2.3 Either party shall have the right to terminate this MOU for any cause with ninety (90) days written notice.

3. Operation and Management.

- 3.1 The City owns, operates and manages the Mary C. Accordingly, the City will provide a coordinator for the Mary C. The salary and/or benefits of said coordinator shall be paid by the City and shall work under the City's Parks and Recreation Department. The City shall also provide any other staff, employees or volunteers necessary for daily operations of the Mary C. These city staff, employees and volunteers shall work under the supervision and direction of the coordinator.
- 3.2 The Alliance may provide volunteers and other employees necessary for effectuating its duties, responsibilities and obligations. The salary and/or benefits of said employees of the Alliance shall be paid by the Alliance.
- 3.3 The City will provide the generally required custodial services for the Mary C. This specifically excludes cleaning up after paid functions. Paid functions shall be required to pay a cleaning fee at the conclusion of the event(s).
- 3.4 The City will not work on any equipment not owned by the City. The City will not handle or move property owned by those other than the City.
- 3.5 The City will be responsible for all maintenance of the grounds and improvements at the Mary C. The City will also be responsible for routine maintenance of the interior, exterior and grounds of the Mary C.
- 3.6 TRENT LOTT PERFORMING ARTS THEATER**
- 3.6.1 The Alliance may obtain programming, plays, performances, exhibitions and events to be held in the Trent Lott Performing Arts Theater at the Mary C (Theater). In connection with obtaining said programming, the Alliance may contract with outside organizations/artists. The outside organizations/artists shall be informed of the breakdown of monies collected outlined below and throughout Section 3.6 of this Agreement.
- 3.6.1.1 Said contracts/agreements between the Alliance and outside organizations/artists shall be provided to the City's Coordinator within 10 days of the Alliance contracting with the outside organization/artist. All contracts/agreements between the Alliance and outside organizations/arts are subject to review, inspection, repudiation and copying by the City upon the City's request.
- 3.6.1.2 Bookings for the Theater may be made through the Alliance or the City's coordinator. The Alliance and the Coordinator shall work together to coordinate a cohesive calendar of events. The City shall have a right to review all programming.

- 3.6.1.3 The Alliance shall be responsible for having a personal representative from the Alliance at all performances or events held at the Theater.
- 3.6.1.4 For events contracted through the Alliance, details regarding the fees charged, dates of performance, dates of set-up/rehearsals, liability insurance, etc. shall be outlined in the individual contracts between the Alliance and the outside organization/artist. All contracts between the Alliance and the outside organizations/artists are subject to review, inspection, repudiation and copying by the City.
- 3.6.2 Breakdown for Division of Theater Rentals/Fees.
 - 3.6.2.1 The breakdown of revenue collected from ticket sales and rental fees for the events held in connection with the Theater is as follows:
 - 3.6.2.1.1 School Events, 501(c)(3) Events and small "for profit" groups (dance recitals, weddings and similar events, single night run plays, businesses, etc.) shall be charged the following rates: \$75 per hour with a two hour minimum; \$300 for a four hour rental; \$600 for an eight hour rental. All rental rates include equipment and labor fees. The Alliance and the City will split the rental revenue 50/50 less technical labor fees.
 - 3.6.2.1.2 "In residence" theater and drama groups (i.e., plays with more than a single night run) will not be charged a rental fee. In lieu of rental fees, the contracts with the "in residence" theater/drama group will include a ticket split percentage, where net revenues will be divided among the group, the Alliance and the City. The split percentage allocated to the Alliance and the City will be determined by a split of ticket revenues less technical labor fees.
 - 3.6.2.1.3 Headliners & Alliance Shows shall be based on a split of net profit. The Alliance shall receive 80% and the City shall receive 20% of net profits. The City shall receive a minimum of \$600 per show.
 - 3.6.2.2 The City will collect all revenue and maintain an accurate accounting of all revenue collected during shows/exhibitions in the Theater through a box office accounting software system, the fees for which will be split 50% Alliance and 50% City. The City will then be responsible for disbursing the revenue collected per the breakdown outlined above in Sections 3.6.2.1 pursuant to Section 5.3 of this MOU.
 - 3.6.2.3 All revenue allocated to the City will go toward general maintenance, accounting, utilities and other services performed or rendered in the operation of the Mary C.

3.7 Concessions

- 3.7.1 The Alliance will have access to concessions during all shows and events held in the Theater. Concessions shall be addressed in a separate addendum, which will be attached and incorporated herein upon proper execution by both parties.

3.8 Master Calendar

- 3.8.1 The Alliance, the City and all other contractors with the City shall maintain a master calendar with all events, programs, exhibitions and the like. The master

calendar shall be available for viewing by all parties in order to maintain effectiveness and efficiency in scheduling all events at the Mary C. The City's coordinator and the Alliance's president shall work together to maintain said master calendar.

3.9 The City reserves the right to review all events, activities and programs held at or in connection with the Mary C, including events, activities and programs obtained by the Alliance.

3.10 The Alliance will assist in the City in the promotion of activities where the Alliance is a part. Likewise, the City will also promote the Alliance's special events held at the Mary C.

3.11 The coordinator or designated representative is the Management Contract Representative for the City. Said representative, with the Mayor and Aldermen's approval, is authorized to carry out the terms and conditions of this MOU on behalf of the City. The president of the Alliance is the Management Contract Representative for the Alliance. Said representative, with the Alliance's Board's approval, is authorized to carry out the terms and conditions of this MOU on behalf of the Alliance.

4. Office Space.

4.1 In consideration for managing the operations of the Theater and Studio at the Mary C., the City will provide the Alliance an office space within the Mary C. Such office shall be specified by the City's coordinator.

4.2 The Alliances' dedicated office space shall be cleaned and maintained by the Alliance.

4.3 The City shall pay all charges for the use of water, gas, electricity, internet, phone and pest control service.

4.4 Upon vacating the premises, the Alliance shall leave the dedicated office space in good and tenantable condition.

5. Accounting.

5.1 The City shall keep accurate, true and complete books and records, which shall fully reflect the financial condition and results of operations of the Mary C.

5.2 Neither the Alliance or any officer, employee, agent, or designee shall have any authority whatsoever to incur indebtedness on behalf of the City, nor to cause to allow a lien to be placed upon any property, real or personal, belonging to the City.

5.3 The City shall be responsible for collecting all revenue and rental fees paid for and by all events, showings, exhibitions and the like to be held in the Trent Lott Performing Arts Theater, and an accurate and complete accounting for all revenue shall be maintained by the City. All monies collected by the City shall be sent to the City's

accounting department at the end of each month, and the accounting department shall disburse the revenue to the Alliance and other contracted parties pursuant to the breakdowns outlined in Section 3.6.2.1 of this MOU after first being approved by the Board of Aldermen during the Board's regular/recess meeting.

6. Security.

- 6.1 The City shall be responsible for providing adequate police protection of the Mary C, shall maintain a fire alarm system throughout the entire building and shall provide means for monitoring the aforesaid fire system installed in the Mary C.
- 6.2 The City shall be responsible for securing the entrances and exits to the Mary C. and shall be responsible for installing and replacing locks or other security devices deemed necessary or desirable by the City.
- 6.3 During the exhibitions, shows, special events or classes procured by the Alliance, the Alliance may hire any security personnel which the Alliance or the City deems necessary and shall be responsible for the cost of providing such security. Said security shall be obtained through the City's police department whenever feasible, but may be obtained through other local law enforcement agencies, if necessary.

7. Public Liability; Indemnification; Casualty Damage.

- 7.1 The Alliance, including its heirs, agents, members, assigns or representatives, agrees that the City shall not be liable for any injury or damages, whether to person or property, originating in contract, tort, equity, or otherwise, associated with the Alliance's use of the Mary C, inside or outside the subject building. The Alliance further agrees to hold harmless, defend, release, covenant not to sue, and indemnify the City for any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage or injury that may be sustained by the Alliance, a third party, and/or any other person whether based in tort, contract, or equity, that is in any associated with the Alliance's use of the Mary C.
- 7.2 The City shall maintain general liability insurance with limits in the amount of \$500,000 per occurrence pursuant to Mississippi law.
- 7.3 The Alliance shall be responsible for providing its own insurance for any equipment, personal property, fixtures, chattels or exhibits owned or maintained by the Alliance. The Alliance shall be responsible for all equipment, personal property, fixtures, chattels and exhibits which it permits to be brought into the Mary C, unless said equipment, personal property, fixtures, chattels and exhibits are brought on the premises at the direction of the City, and shall hold the City harmless for any liability for damage to or loss of the aforesaid equipment, personal property, fixtures, chattels and exhibits.
- 7.4 Paying events (i.e., theater plays/performance) that contract through the Alliance shall be responsible for obtaining a general liability policy with liability limits of \$1,000,000. Said policy must name the City of Ocean Springs as an additional insured.

Prior to said programming, the City shall be provided a copy of the policy which so indicates that the City is a named additional insured.

- 7.5 Individuals holding non-paying events (i.e., birthday parties, weddings) that contract through the Alliance are not required to obtain any additional liability policies beyond what is already in place through both the City and the Alliance.

8. Notices.

Any notice or consent required to be given by or on behalf of either party upon the other shall be in writing and shall be given to the parties to receive said notice or consent by mailing such notice or consent to the following addresses:

CITY:

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

ALLIANCE:

President
Mississippi Songwriter's Alliance
18524 George Cumbest Rd.
Moss Point, MS 39562

If either party admits in writing receipt of any notice, evidence of service in accordance herewith shall not be necessary.

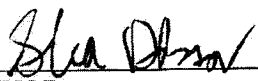
9. Miscellaneous.

- 9.1 The Alliance shall abide by all applicable laws, rules, regulations, and ordinances of the City, County, State of Mississippi, United States of America and any other authority, which now exist or which may hereafter be amended or adopted insofar as said laws, rules, regulation and ordinances pertain to the use of the premises.
- 9.2 The Alliance shall pay and indemnify the City against all legal costs and charges, including counsel fees, lawfully and reasonably incurred in obtaining possession of the premises after a default of the Alliance, or after the Alliance's default in surrendering possession upon the expiration or earlier termination of the terms of this MOU, or in enforcing any covenant of the Alliance in this MOU.
- 9.3 Nothing in this MOU shall create or be construed as creating a partnership, joint venture or agency relationship between any of the parties and no party shall have the authority to bind the other in any respect.
- 9.4 The City has adopted a policy of nondiscrimination based on age, race, color, religion, sex, national origin and disability status, and the Alliance agrees to adhere to this policy.

- 9.5 Though the Alliance has access to certain areas of the Mary C during certain hours and circumstances, it is understood that the premises remains the property of the City. This MOU shall not be deemed at any time to be or convey an interest in real property (other than the interest outlined in Section 4 above), nor shall it at any time constitute a lien of any nature against the premises or the land upon which it is located.
- 9.6 It is understood that the assets of the Alliance are the exclusive property of the Alliance, and this MOU shall not be deemed at any time to be or convey an interest in the Alliance's property. It is further understood that the assets of the City are the exclusive property of the City, and this MOU shall not be deemed at any time to be or convey an interest in the City's property.
- 9.7 This MOU supersedes and cancels any prior agreement or any amendments thereto made between the parties.
- 9.8 The Alliance may not assign or delegate in any manner any of its interest under this MOU or any rights or duties hereto to any other entity or person without the prior written consent of the City.
- 9.9 Any change to or modification of this MOU must be in writing and executed by both parties.
- 9.10 The provisions of this MOU shall be binding to the benefit of both parties and their respective legal representatives, permitted successors, and permitted assigns, if any.
- 9.11 Should any portion of this MOU be determined to be invalid, unlawful, or unenforceable, the MOU shall nonetheless remain in full force and effect provided that such remainder result in a reasonably operative MOU.
- 9.12 This MOU and any dispute arising out of or relating to this MOU shall be governed by and in accordance with the laws of the State of Mississippi.

IN WITNESS WHEREOF, the undersigned have caused this Memorandum of Understanding and Hold Harmless Agreement to be duly executed as of the date last below written.

THE CITY OF OCEAN SPRINGS

BY: 
MAYOR

DATE: 12/15/2020

MISSISSIPPI SONGWRITER'S ALLIANCE

BY: 
PRESIDENT

DATE: 2/6/2021

**AMENDMENT NO. 1 TO MEMORANDUM OF UNDERSTANDING AND HOLD
HARMLESS AGREEMENT BETWEEN THE MISSISSIPPI SONGWRITER'S ALLIANCE
AND THE CITY OF OCEAN SPRINGS, MISSISSIPPI**

Herein contains Amendment No. 1 to the Memorandum of Understanding and Hold Harmless Agreement ("MOU") between the Mississippi Songwriter's Alliance ("the Alliance") and the City of Ocean Springs, Mississippi ("the City") executed on or about December 15, 2020.

WHEREAS, the City owns the facility located at 1600 Government Street, Ocean Springs, Mississippi, formerly known as the old Ocean Springs School Building, now referred to as the Mary C O'Keefe Cultural Arts and Education Center ("the Mary C"); and

WHEREAS, according to Section 3.6 the MOU, the duties related to the operations and management of the Trent Lott Performing Arts Theater are outlined; and

WHEREAS, it has come to the attention of the Parties that certain sub-sections within Section 3.6 are in need of clarification and revision due to changed circumstances; and

WHEREAS, the City and the Alliance wish to continue their ongoing relationship whereby the common goal is to further develop the Mary C into a cultural center with programming that represents and encourages the vast growing arts, theater, music and cultural community of Ocean Springs and the surrounding area; and

WHEREAS, in furtherance of this goal, the parties agree to the following Amendment No. 1, which better explains and contains few revisions to the MOU executed on December 15, 2020.

NOW, THEREFORE IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS CONTAINED HEREIN, THE PARTIES HERETO MUTUALLY AGREE TO THE FOLLOWING:

3. Operation and Management

...

3.2 The Alliance may provide volunteers and other employees necessary for effectuating its duties, responsibilities and obligations. The salary and/or benefits of said employees of the Alliance shall be paid by the Alliance.

3.2.1 The Alliance shall maintain and/or hire a sufficient number of qualified personnel in order to effectuate its duties, responsibilities and obligations outlined in this Agreement in a safe, professional, competent and workmanlike manner.

...

3.6. TRENT LOTT PERFORMING ARTS THEATER

3.6.1 The Alliance may obtain programming, plays, performances, exhibitions and events to be held in the Trent Lott Performing Arts Theater at the Mary C (Theater). In connection with obtaining said programming, the Alliance may contract with outside organizations/artists. The outside organizations/artists shall be informed of the breakdown of monies collected outlined below and throughout Section 3.6 of this Agreement.

3.6.1.1 Said contracts/agreements between the Alliance and outside organizations/artists ***shall be provided to the City's Coordinator within 10 days of the Alliance contracting with the outside organization/artist. All contracts/agreements between the Alliance and outside organizations/arts are subject to review, inspection, repudiation and copying by the City upon the City's request.***

3.6.1.2 Bookings for the Theater may be made through the Alliance ***or*** the City's coordinator. The Alliance and the Coordinator shall work together to coordinate a cohesive calendar of events. The City shall have a right to review all programming.

3.6.1.3 For events contracted through the Alliance, details regarding the fees charged, dates of performance, dates of set-up/rehearsals, liability insurance, etc. shall be outlined in the individual contracts between the Alliance and the outside organization/artist. ***All contracts between the Alliance and the outside organizations/artists are subject to review, inspection, repudiation and copying by the City.***

3.6.1.4 The Alliance agrees to hold at least one event per quarter for a minimum of four events per calendar year.

3.6.2 Breakdown for Division of Theater Rentals/Fees

3.6.2.1 The breakdown of revenue collected from ticket sales and rental fees for the events held in connection with the Theater is as follows:

3.6.2.1.1 ***School Events, 501(c)(3) Events and Small "For Profit" Groups*** (dance recitals, weddings and similar events, single night run plays, businesses, etc.) ***obtained through the Alliance*** shall be charged according to the Master Theater Rental Agreement that is attached hereto, but may change from time to time by the City. The Alliance and the City will split the rental revenue 50% City/50% Alliance. For any event obtained by the Alliance, the Alliance shall be responsible for having a personal representative from the Alliance at all performances or events held at the Theater.

3.6.2.1.2 ***School Events, 501(c)(3) Events and Small "For Profit" Groups*** (dance recitals, weddings and similar events, single night run plays, businesses, etc.) ***obtained through the City and/or the City's Coordinator*** shall be charged according to the Master Theater Rental Agreement that is attached hereto, but may be changed from time to time by the City. The Alliance and the City will split the rental revenue 80% City/20% Alliance. The events described in this section shall have the option to hire the Alliance as the City's in-house technical assistant for the event's technical needs, or they may hire an outside technical assistant, approved by the City. Approval of the outside technical assistant may be provided by the City after said outside technical assistant provides documentation indicating his/her training and experience, after a production meeting with the Alliance is completed, and after a hold harmless agreement is executed by the event's authorized representative.

3.6.2.1.3 ***"In Residence" Theater and Drama Groups*** (i.e., plays with more than a single night run) will be addressed in separate agreements through the City and the City's Coordinator.

3.6.2.1.4 ***Headliners & Alliance Shows obtained through the Alliance*** shall be based on a split of net profit. The Alliance shall receive 80% and

the City shall receive 20% of net profits. The City shall receive a minimum of \$600 per show. For any event obtained by the Alliance, the Alliance shall be responsible for having a personal representative from the Alliance at all performances or events held at the Theater.

3.6.2.1.5 **Headliners, Events and Productions obtained through the City and/or the City's Coordinator** shall be based on a split of net profit. The Alliance shall receive 20% and the City shall receive 80% of net profits. The events described in this section shall have the option to hire the Alliance as the City's in-house technical assistant for the event's technical needs, or they may hire an outside technical assistant, approved by the City. Approval of the outside technical assistant may be provided by the City after said outside technical assistant provides documentation indicating his/her training and experience, after a production meeting with the Alliance is completed, and after a hold harmless agreement is executed by the event's authorized representative.

3.6.2.2 The City will collect all revenue and maintain an accurate accounting of all revenue collected during shows/exhibitions in the Theater through a box office accounting software system. The box office accounting software fees will be split 50% Alliance and 50% City. The City will then be responsible for disbursing the revenue collected pursuant to this Agreement.

3.6.2.3 All revenue allocated to the City will go toward general maintenance, accounting, utilities and other services performed or rendered in the operation of the Mary C.

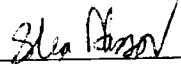
...

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

***ALL ADDITIONAL SECTIONS OF THE MOU REMAIN UNCHANGED
BY THIS AMENDMENT NO. 1.***

THE CITY OF OCEAN SPRINGS

MISSISSIPPI SONGWRITER'S ALLIANCE

BY:  4/21/21
MAYOR DATE

BY: _____
PRESIDENT DATE



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

1018 Porter Avenue
Ocean Springs, MS 39564
FX 228.875.7249

Kenny Holloway
Mayor
228.875.6722

Bobby Cox
Alderman at Large

Jennifer Burgess
Alderman Ward 1

Rickey Authement
Alderman Ward 2

Kevin Wade
Alderman Ward 3

Ken Papania
Alderman Ward 4

Robert Blackman
Alderman Ward 5

Michael (Mike) Impey, II
Alderman Ward 6

City Hall
228.875.4236

Police Department
228.875.2211

Fire Department
228.875.4063

Public Works
228.875.3955

Water Department
228.875.4176

Community Development
and Planning
228.875.4415

Building Department
228.875.6712

Human Resources
and Risk Management
228.872.3338

Parks and Recreation
228.875.8665



City of Ocean Springs

MEMORANDUM

To: Mayor and Board of Aldermen
From: Ravin Nettles, Executive Assistant
Re: Special Event Permit Application
Section: Mayor - Consent

Meeting Date: June 21, 2022

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

Event: Artwalk 2022
Date: Saturday, September 3, 2022
Time: 8:00 a.m. – 4:00 p.m.
Location: Downtown Ocean Springs
Participants: 8000-1000
Applicant: Katie Hinkel
Insurance: Will receive closer to the event
Payment: Will receive closer to the event

Requirements: The applicant pays associated event costs.

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

EXHIBIT #8-a

www.OceanSprings-MS.gov



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

1018 Porter Avenue
Ocean Springs, MS 39564
FX 228.875.7249

Kenny Holloway
Mayor
228.875.6722

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Water Department
228.875.4176

Community Development
and Planning
228.875.4415

Building Department
228.875.6712

Human Resources
and Risk Management
228.872.3338

Parks and Recreation
228.875.8665



City of Ocean Springs

MEMORANDUM

To: Mayor and Board of Aldermen
From: Ravin Nettles, Executive Assistant
Re: Special Event Fee Schedule
Section: Consent
Meeting Date: June 21, 2022

I respectfully request approval to add the following special events fees to the city's fee schedule:

Barricades	\$10 each
Trashcans	\$5 each
Portable Restrooms	\$50 each
Lighting Trees	\$55 each
Security	\$35/hour with a 4-hour minimum

EXHIBIT # 8-b

www.OceanSprings-MS.gov

City of Ocean Springs - Lease of Building Space

Herein contains a Lease Agreement made on the ____ day of _____ 2022, between the City of Ocean Springs, a municipal corporation organized and existing under the laws of the state of Mississippi with its principal office located at 1018 Porter Avenue, Ocean Springs, MS 39564, referred to herein as **Lessor**, and Community Action of South Mississippi – Head Start, a business organized and existing under the laws of the state of Mississippi, with its principal office located at 5343 Jefferson Street (P. O. Box 8723), Moss Point, MS 39462, referred to herein as **Lessee**.

Whereas, **Lessor** is the sole owner of certain land and a building located at 711 Magnolia Ave, Ocean Springs, MS 39564 and known as the N. E. Taconi Building (“Taconi”), which includes certain rooms that **Lessor** desires to lease to **Lessee**; and

Whereas, **Lessee** is a corporation that desires and is empowered to lease said property; and

Whereas, the parties desire to enter into a lease agreement to define their respective rights, duties, and liabilities concerning such a lease;

Now, therefore, for and in consideration of the mutual covenants contained in this agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. Demise and Description of Premises

Lessor hereby leases to **Lessee** nine (9) rooms in Taconi: 1, 2, 3, 4, 5, 6, 7, 8, 9 plus Kitchen, Counselor Office and Restrooms, and said set of rooms will be hereafter referred to as the **Premises**.

II. Term

The term of the Lease shall be one (1) year commencing on August 1, 2022 and terminating July 31, 2023, unless sooner terminated under the provisions of this Lease Agreement.

III. Rent

The rent for use of the Premises will be calculated at a reasonable rate of \$5.00 per square foot based upon the square footage of all classrooms, kitchen, and cafeteria used. Based on the rooms leased, as set forth above, the rent for the twelve (12) month period is \$59,380.00 (11,876 square feet utilized). Payments will be made in equal monthly installments of \$4,948.33, beginning July 1, 2022. Payments are due on the first day of the respective month and will be considered late on the tenth day of the month. Any efforts made to collect funds, including, but not limited to, attorney’s fees and court costs will be assessed to Lessee. Rent checks shall be made payable to the City of Ocean Springs and mailed to P.O. Box 1800, Ocean Springs, MS 39564.

IV. Use of Premises

The **Premises** are to be used for the purposes of operating a Child Care-After School/Summer Camp Programs for children. Lessee shall restrict its use to such purpose and shall not use or permit the use of the **Premises** for any other purpose without the prior, express, and written consent of **Lessor**. **Lessee** agrees to comply with all city, state, and federal laws and regulations relating to their operation and agree that the **City of Ocean Springs** has no responsibilities or duties toward such compliance.

V. Lessee's Covenants:

The *Lessee* covenants with the *Lessor* as follows:

A. To Pay Rent

To pay the rent at the times and in the manner set forth above in **Section III**.

B. To Pay Utility Rates

To pay all utility rates levied or payable during the term, including electricity, water/garbage, and gas. Payment due in twenty (20) days after the invoice.

C. Liability Insurance

Lessee agrees to provide its own liability insurance and to add the **City of Ocean Springs** as a named insured on that policy. *Lessee* understands and agrees that the **City of Ocean Springs** is not responsible for any damage or loss to personal property, fixtures, or furnishings owned by *Lessee*, either by theft, property casualty, or any other cause. *Lessee* shall at its expense obtain and maintain single limits commercial/general liability insurance in the minimum amount of \$1,000,000.00 through a company authorized to do business in the State of Mississippi. *Lessee* shall furnish a certificate of insurance, together with evidence of premium payment at the **City of Ocean Springs** annually.

D. Upkeep and Repairs

Lessee agrees to be responsible for any improvements and minor repairs to their portion of the building. Minor repairs include but are not limited to toilets, sinks, light bulbs, and painting of interior walls. All such work is to be done at the approval of City of Ocean Springs through the Director of Operations.

Lessee shall be responsible for the first two hundred dollars (\$200.00) per repair as described in this section. *Lessee's* aggregate payment for repairs as described in this section shall not exceed one thousand dollars (\$1,000.00).

E. Additions and Alterations

It is specifically agreed that the improvements now on the premises are the property of the **City of Ocean Springs**. *Lessor* acknowledges that *Lessee* will install items such as white boards, projectors, and other educational equipment to the Premises. Notification to *Lessor* shall be given prior to such installation and *Lessee* shall not make any such installations or other material alterations without first obtaining the written consent of the **City of Ocean Springs**. Those items installed for educational purposes on the Premises will remain the property of *Lessee*. Any damage caused by the installation or removal of such items will be the responsibility of *Lessee* to correct.

All moveable fixtures and personal property placed on the premises by *Lessee* shall remain the property of *Lessee* and may be removed by *Lessee* at any time provided there is no damage caused to the property of the City of Ocean Springs by such removal. *Lessee* is responsible for daily cleaning and trash removal, and final cleaning of area upon vacating.

The parties agree that **Lessor** is not required to make any modifications, improvements, or alterations to the Premises not specifically set forth in this agreement. Should **Lessee** desire substantial modifications, improvements, or alterations to the Premises, same shall be made only with permission of **Lessor**, and **Lessee** will not be entitled to any payment, adjustment of rent, or any other compensation for the additions.

F. Waste

Not to make or suffer any waste of the *Premises*.

G. Signs, etc.

No holes are to be drilled or made in the stone or brick work, nor any placard to be placed on the outer wall, nor any signs to be on the *Premises*, except such as the **Lessor** shall approve, and then only in such place and so affixed as the **Lessor** shall prescribe.

H. Improper Use

Not to make or suffer any unlawful, improper, or offensive use of the *Premises*, nor any use of the *Premises* other than the business purpose specified in **Section IV**.

I. To Conform to Regulations

To conform to such reasonable regulations as may be established from time to time by the **Lessor** for the general convenience of the tenants of the building.

J. Heating and Lighting Apparatus

Any heating or lighting apparatus which may be used on the *Premises* shall be of such kind as the **Lessor** shall approve.

K. Not to Increase Insurance Rate

Lessee shall not conduct any activity upon the *Premises* any trade or business, or anything to be done on the *Premises*, which would increase the rate of premiums for insurance upon the building or its contents.

L. Inspection

Lessee acknowledges that it has inspected said premises and accepts same in its present condition and state of repair. **Lessee** shall, at the expense of **Lessee**, maintain all other improvements including, but not limited to, interior walls, plumbing, electrical, heating and cooling in a good state of repair. **Lessee** should notify the **City of Ocean Springs** immediately if there is a failure in operation with any plumbing, electrical, heating or cooling.

M. Water or Other Damage to Property

The **Lessor** shall not be liable for any damage or injury by water or otherwise to any merchandise or property upon the *Premises*.

N. To Permit Lessor to Enter

To permit the *Lessor* at all reasonable times to enter upon and examine the *Premises* and make such repairs as it may think necessary for the protection of the *Premises*.

O. Not to Assign or Sublet

Not to assign this Lease or to sublet the whole or any part of the *Premises* without the consent in writing of the *Lessor*.

P. To Yield in Good Repair

At the end of the term peaceably to deliver up to the *Lessor* the *Premises*, with all future erections or additions upon or to the same, in good repair, and vacant and unencumbered, and in good and tenantable order and condition.

Q. Not to Harm Other Tenants

Lessee hereby acknowledges that it has knowledge of other tenants in the Taconi building and hereby agrees and covenants not to harm, interfere, or restrict in any manner the operations of said other tenants.

VI. Lessor's Covenants:

The *Lessor* covenants with the *Lessee* as follows:

A. Quiet Enjoyment

The *Lessee* shall peaceably hold and enjoy the *Premises* without hindrance on the part of the *Lessor*.

B. Services

1. *Lessor* shall provide the following services:
 - a. Mechanical operation necessary for the proper heat and air-conditioning of the Building, Monday through Friday, from 7am to 3pm, excluding holidays, to the extent that *Lessor* shall, in its sole discretion, deem necessary for the comfortable occupancy and use of the *Premises* under normal business operations and in the absence of the use of machines or equipment that affect the temperature otherwise maintained in the *Premises*;
 - b. City water connections from regular Building outlets for drinking, lavatory, and toilet purposes only;
 - c. Such additional services on such Terms and conditions as *Lessor* may determine.
2. All charges for services furnished by *Lessor* at *Lessee's* request in addition to those set forth in Paragraph A of this Section shall be payable by *Lessee* and shall be due within 20 days after billing. If *Lessee* shall fail to make payment, *Lessor* may, without notice to *Lessee* and in addition to *Lessor's* other remedies under this Lease Agreement, discontinue any or all of such services. Any such discontinuance shall be without any liability to *Lessee* and shall not be deemed to be an eviction or a disturbance in any manner of *Lessee's* use and possession of the *Premises* or relieve *Lessee* from the obligation to pay all Rent when due or any other obligations under this Lease Agreement.

3. *Lessee* agrees that *Lessor* shall not be liable for damages, by abatement of Rent or otherwise, for failure to furnish or a delay in furnishing any service, when such failure or delay is caused, in whole or in part, by war, insurrection, civil disturbance, riots, acts of God, governmental action, repairs, improvements, alterations, strikes, lockouts, or picketing (whether legal or illegal), inability to obtain electricity, fuel, or supplies, accidents, casualties, acts caused directly or indirectly by *Lessee* (or *Lessee's* agents, representatives, employees, licensees, or invitees), or any other act or cause beyond the reasonable control of *Lessor*. Any such failure or delay in furnishing any service shall be without any liability to *Lessee* and shall not be deemed to be an eviction or disturbance in any manner of *Lessee's* use and possession of the Premises or relieve *Lessee* from its obligation to pay all Rent when due or from any other obligation under this Lease Agreement.

4. *Lessee* shall make arrangements directly with the telephone company and the public utility electric company servicing the *Premise* for telephone service and electric current and power in the *Premises* desired by *Lessee*. *Lessee* shall pay the entire cost of all telephone charges, electricity consumed within the Premises, maintenance of light fixtures, and replacement of lamps, bulbs, tubes, ballasts, and starters.

5. If *Lessee* desires telephone, burglar alarm, computer network, cable or satellite television, or signal service (which service shall be at the sole expense of *Lessee*), *Lessor* shall, upon request, direct where and how all connections and wiring for such service shall be introduced and run. Absent such directions, *Lessee* shall make no borings, cutting, or installation of wires, cables, or satellite dishes in or about the *Premises*.

VII. Reentry

In case of a breach of any of the *Lessee's* covenants set forth above, or in case the estate created by the Lease shall be taken from the *Lessee* by process of law or by proceedings in bankruptcy or insolvency or otherwise, the *Lessor* may, while the default shall continue, or at any time after such taking, and notwithstanding any license or waiver of any prior breach of condition, without notice or demand, enter upon the *Premises* and by such act terminate this Lease, and may then expel and remove, forcibly, if necessary, the *Lessee* and its effects, as allowed by law.

VIII. Indemnification

Lessee agrees to protect, indemnify and hold *Lessor* harmless from and against any and all liabilities, losses, damages, costs, expenses (including attorney fees and expenses), causes of action, suits, claims, demands, or judgments of any nature whatsoever arising from: (1) injury to, or the death of, any person, or any damage to property on the Premises in any manner arising from or connected with the use, non-use, condition, or occupancy of the Premises or any part thereof; (2) violation of any agreement or condition hereof; and (3) violation by *Lessee* of any contract or agreement to which *Lessee* is a party, or any restriction, statute, law, ordinance, or regulation, in each case affecting the Premises or any part thereof, or the ownership, occupancy, or use thereof; or (4) any negligence or tortious act on the part of *Lessee* or any of its agents, contractors, guests, licensees, or invitees. In case of any action, suit, proceeding brought against *Lessor* by reason of occurrence herein described, *Lessee* will, at its expense, defend such action or suit with counsel of *Lessor's* choosing. *Lessee* shall not indemnify or hold *Lessor* harmless for the negligent, intentional, and/or criminal acts of *Lessor* or its employees or agents.

IX. Abatement of Rent

If the buildings on the *Premises* or any part of them at any time during the term are damaged by fire or other unavoidable casualty so as to be unfit for use and occupation, and if additionally, in case of loss or damage by fire, the policy or policies of insurance effected by the *Lessor* have not have been vitiated or payment of the insurance moneys refused in consequence of some act or default of the *Lessee*, then the rent under this Lease or a just and proportionate part of the rent, according to the nature and extent of the damage sustained, shall be abated until the *Premises* have been repaired and restored by the *Lessor* or, in case the buildings are substantially destroyed, then at the election of the *Lessor* or of the *Lessee* this Lease shall be terminated.

X. Interpretation; Binding Effect

In the interpretation of this Lease, whenever the context so permits, the words *Lessor* and *Lessee* shall include the parties' respective executors, administrators, heirs, and assigns. The covenants and stipulations of this Lease shall be binding upon and inure to the benefit of such persons included under such definitions of the words "lessor" and "lessee."

XI Jurisdiction

Jurisdiction and Venue shall be in Jackson County Mississippi

XII. Notification

All correspondence from *Lessee* to *Lessor* and any notifications pursuant to this lease agreement or otherwise shall be to P.O. box 1800, Ocean Springs, MS 39564. All correspondence from *Lessor* to *Lessee* and any notifications pursuant to this lease agreement or otherwise shall be to P.O. Box 8723, Moss Point, MS 39562-8723.

XIII. Sublease

Lessee agrees not to sublease the Premises.

XIV. Revisions to Agreement

The City reserves the right to revise or amend this Agreement from time to time, upon thirty (30) days written notice of any proposed revision or amendment.

CITY OF OCEAN SPRINGS

**COMMUNITY ACTION OF SOUTH
MISSISSIPPI**

By _____
Kenny Holloway, Mayor

By _____



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

The First, ANBA
85-336/653

VOID 1 YEAR FROM DATE OF CHECK

123078
CHECK NO.

---One Thousand Nine Hundred Nineteen Dollars and 50/100 Cents---

06/14/2022

1,919.50

DATE

AMOUNT

PAY TO THE ORDER OF:

K & K INSURANCE GROUP, INC
ATTN: NRPA PROGRAMS
PO BOX 2338
FORT WAYNE, IN 46801-2338

NON-NEGOTIABLE

MP
Mayor

NON-NEGOTIABLE

MP
City Clerk

VENDOR: 06051 K & K INSURANCE GROUP, INC

06/14/2022

123078

DATE	INVOICE #	PO #	DESCRIPTION
6/8/2022	INV0014356		RECREATIONAL ACTIVITIES ACCIDENT POLICY 125736

AMOUNT

1,919.50



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

The First, ANBA
85-336/653

VOID 1 YEAR FROM DATE OF CHECK

123073
CHECK NO.

---Four Hundred Fifty Seven Thousand Seven Hundred Sixty Six Dollars and 33/100 Cents---

06/14/2022

457,766.33

DATE

AMOUNT

PAY TO THE ORDER OF:

LEMON-MOHLER INSURANCE AGENCY
806 WASHINGTON AVE
OCEAN SPRINGS, MS 39564

NON-NEGOTIABLE

MP
Mayor

NON-NEGOTIABLE

MP
City Clerk

VENDOR: 00898 LEMON-MOHLER INSURANCE AGENCY

06/14/2022

123073

DATE	INVOICE #	PO #	DESCRIPTION
6/3/2022	INV0014308		BUSINESS AUTO #5E87725 5/31/22 - 5/31/23
6/3/2022	INV0014309		GOLF CART POLICY 5C87725 5/31/22 - 5/31/23
6/3/2022	INV0014310		WATERCRAFT POLICY 5/31/22 - 5/31/23
6/14/2022	INV0014367		AMR5347307 PROPERTY POLICY AMRISC

AMOUNT

59,408.00

462.00

6,466.00

391,430.33

EXHIBIT # 8-e

CHECK TOTAL

457,766.33



Ocean Springs, MS

Payable Register

Payable Detail by Vendor Name

Packet: APPKT01243 - WEX APRIL INVOICE

Payable #	Payable Type	Post Date	Payable Date	Due Date	Discount Date	Amount	Tax	Shipping	Discount	Total
Payable Description	Bank Code				On Hold					
Vendor: 04784 - WEX BANK									Vendor Total:	1,180.74
80674855	Invoice	6/3/2022	6/3/2022	6/3/2022	6/3/2022	1,180.74	0.00	0.00	0.00	1,180.74
CITY FUEL CHARGES APRIL 2022	AP Bank - AP Bank				No	Payment Date: 6/3/2022		Bank Draft:		DFT0001578

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
CITY FUEL CHARGES APRIL 2022	Service	0.00	0.00	1,125.38	0.00	0.00	0.00	1,125.38

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
001-200-525-0000	GAS AND OIL		1,125.38	100.00%

Items

Item Description	Commodity	Units	Price	Amount	Tax	Shipping	Discount	Total
CITY FUEL CHARGES APRIL 2022	Service	0.00	0.00	55.36	0.00	0.00	0.00	55.36

Distributions

Account Number	Account Name	Project Account Key	Amount	Percent
001-260-525-0000	GAS AND OIL		55.36	100.00%

EXHIBIT # 8-f

REGULAR MEETING OF JUNE 6, 2022

Be it remembered that the Mayor and Board of Aldermen of the City of Ocean Springs met in a Regular Meeting at City Hall in the City of Ocean Springs at 6:00 p.m. on June 6, 2022. Mayor Holloway presided, and Aldermen Burgess, Authement, Wade, Cox, Blackman, and Impey were present. Alderman Papania was absent. Also present were City Attorney Robert Wilkinson, City Clerk Patty Gaston, Deputy City Clerk Vicky Hupe, Police Chief Mark Dunston, Fire Chief Derek McCoy, Building Official Darrell Stringfellow, Public Works Director Allan Ladnier, Parks & Recreation Director Stephen Glorioso, Project Manager Sarah Harris, Planning & Grants Administrator Carolyn Martin, and City Planner Wade Morgan.

The Mayor called the meeting to order.

The Parks & Recreation Director gave the invocation and Alderman Authement led the Pledge of Allegiance.

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

PRESENTATION

The Capitol Group presented the Board with a recap of the 2022 Legislative session. Hailey Martin, John McCormick, and Joe Cloyd provided a five-year review of funds received by Ocean Springs. She said from 2017 to 2021 Ocean Springs received a total of \$2,234,000. She added with the Capitol Group lobbying for the City, the City received \$18,590,750 or \$44,706,707 total including ARPA and GCRF. Handout added as Exhibit 3-a.

PUBLIC HEARING

Item 4-a) A motion was made by Alderman Cox, seconded by Alderman Wade, and unanimously carried to open the public hearing regarding Savannah Estates Phase II – Subdivision Preliminary Plat approval PID #60123050.000 (Exhibit 4-a)

The Planning & Grants Administrator explained there was information needed from the state before it was brought to the Board that has been received. The City Planner said the Planning Commission did recommend approval of the Preliminary Plat with the inclusion of the overhead powerline easement for open space. He said it is a proposed 56 lot zoned R-3 subdivision. He said the streets meet UDC requirements. He said the lots will be accessed from the rear and there will be an open space in the front of the lots similar to Florence Gardens Subdivision in Gulfport.

Cara Wagner with Pickering Engineering and representing Elliot Homes said Savannah Estates will move directly from Phase I to Phase II and will be working them concurrently. Alderman Blackman asked if Pickering Engineering will be monitoring the Civil work, she replied they are now.

A motion was made by Alderman Impey, seconded by Alderman Blackman, and unanimously carried to close the public hearing.

A motion was made by Alderman Impey, seconded by Alderman Blackman, and unanimously carried to approve the Subdivision Preliminary Plat for Savannah Estates Phase II #60123050.000 with the inclusion of the overhead powerline easement for open space.

AGENDA PUBLIC COMMENT

Ed Holton, agenda item 9-d, requested permission to remove a Magnolia tree and grant his appeal. He explained the tree is close enough to the home to damage the slab and roof.

A motion was made by Alderman Blackman, seconded by Alderman Cox, and unanimously carried to grant the appeal to remove a Magnolia tree at 3819 Chaumont Circle (Exhibit 9-d).

OLD BUSINESS

None.

NEW BUSINESS

The Planning & Grants Administrator said an application has been received for a preconstruction tax abatement at 1106 Government Street which is the old Chandelier Outfitters building (Exhibit 7-a). She explained that the City has an approved geographic area available for tax abatement for city taxes only up to 80% of the improved assessed value for up to 7 years. The increase in value is based on the value of the permits and the County will determine the assessment.

The Mayor said he has reviewed the project and he disagrees with giving the tax abatement for this property due to it not being an urban renewal type area but one of the most valuable property areas in Ocean Springs. Alderman Authement disagreed with the Mayor saying the prior tax abatements that have improved the Downtown area and the building that will be invested in will be a benefit to Downtown. The Mayor

reminded the Aldermen if the tax abatement is granted it is up to 80% and 7 years, the full terms do not need to be granted. A motion was made by Alderman Authement and seconded by Alderman Cox to grant the preconstruction Tax Abatement Application for 1106 Government Street PID #61190007.000 mixed-use development for 80% of improved assessed value for 7 years. The motion passes with Aldermen Burgess, Authement, Wade, Cox, and Blackman voting aye and Alderman Impey voting nay.

The Mayor requested clarification for special events using barricades and other City resources for events. The City Attorney said the City needs to set a fee for each resource and charge so that the City would not be giving an illegal donation.

CONSENT AGENDA

A motion was made by Alderman Impey, seconded by Alderman Blackman, and unanimously carried to approve the consent agenda except item 8-v pulled by Alderman Blackman.

- a. Approve the Run/Walk Permit Application for the 4th Annual Ocean Springs Pride Bike Ride on Saturday, June 11, 2022, from 5:30 p.m. until 8:00 p.m.; Government Street & Washington Avenue – start at Maynard’s Music and end at Studio B, no cost to the City, the applicant pays associated event cost (Exhibit 8-a)
- b. Approve the Run/Walk Permit Application for the Wesson Memorial 2-mile Run on Monday, July 4, 2022, from 8:00 a.m. until 9:30 a.m.; YMCA route, no cost to the City, the applicant pays associated event costs including 4 police officers (Exhibit 8-b)
- c. Approve the Run/Walk Permit Application for the Color Run – OSHS Theater Fundraiser Saturday, September 17, 2022, from 7:00 a.m. until noon; Rotary route beginning at the Mary C, no cost to the City, the applicant pays associated event cost (Exhibit 8-c)
- d. Approve the Special Event Permit Application for Artwalk 2022 on Saturday, June 28, 2022, from 6:00 am until 8:00 am; OS Bridge/Front Beach 5 K route, no cost to the City, the applicant pays associated event cost (Exhibit 8-d)
- e. Authorize the Mayor to execute the 2022 – 2023 YMCA Lease of Taconi Building Space Agreement (Exhibit 8-e)
- f. Accept the May 2022 Aged Receivable Report for utility billing (Exhibit 8-f)
- g. Approve Minutes: Recess Meeting May 17, 2022 (Exhibit 8-g)
- h. Approve Minutes: Special Call Meeting May 26, 2022 (Exhibit 8-h)
- i. Adopt Resolution supporting the 2022 Mississippi Songwriter’s Festival promoting tourism (Exhibit 8-i)
- j. Authorize out-of-state travel for employees #2137 and #2025 for the Law Enforcement Shotgun Armorer Course from August 30th to September 2, 2022, in Bossier City, Louisiana (Exhibit 8-j)

- k. Human Resources action items (Exhibit 8-k):
 - a) Authorize employment of Michael Thomas, Quinton Clark, and Justice Strickland, Firefighters, Step 1, \$13.12 hourly rate; effective June 11-13, 2022, respectively; one-year probationary status, pending successful completion of all pre-employment requirements
 - b) Accept the resignation of Truck Driver David Charbonnet, effective June 10, 2022; authorize to begin the process of filling the vacant position
- l. Approve the application for Residential Short-term Rental (STR) permit at 105 Arbor Vista Drive PID #61020030.000; Planning Commission recommends approval (Exhibit 8-l)
- m. Approve the application for Residential Short-term Rental (STR) permit at 218 Mitchell Street PID #61305109.000; Planning Commission recommends approval (Exhibit 8-m)
- n. Approve the application for Residential Short-term Rental (STR) permit at 2515 Englewood Road PID #61105428.000; Planning Commission recommends approval (Exhibit 8-n)
- o. Approve the application for Residential Short-term Rental (STR) permit at 808 #13 Desoto Street PID #60119106.000; Planning Commission recommends approval (Exhibit 8-o)
- p. Approve the application for Residential Short-term Rental (STR) permit at 708 Magnolia Avenue PID #61095002.000 & 61095003.000; Planning Commission recommends approval (Exhibit 8-p)
- q. Authorize to request activation of FY23 Study/Technical Report Group – Intersection studies for Highway 90 at Washington Avenue and MLK, Jr. Blvd. (Exhibit 8-q)
- r. Authorize to accept and execute closeout documents for Hemphill Construction Company, Inc. for Schedule 1 of the Fort Bayou Area Wastewater Improvements Project R-109-282-08-KCR (Exhibit 8-r)
- s. Authorize to execute the contract for Engineering Services with Overstreet & Associates, Inc. – Sewer CIPP Lining Projects to be funded by MSDFA State Bonds Water Sewer Infrastructure Improvements (Exhibit 8-s)
- t. Authorize to execute the contract for Engineering Services with Brown, Mitchell, & Alexander, Inc. – Phase I Environmental Site Assessment for Potential Purchase 2950 Bienville Blvd. for \$2,200.00 (Exhibit 8-t)
- u. Accept Code Enforcement Report through June 1, 2022 (Exhibit 8-u)
- v. Accept Tree Department Recommendations – Tree Applications through June 1, 2022 (Exhibit 8-v)

A motion was made by Alderman Blackman, seconded by Alderman Burgess, and unanimously carried to accept the Tree Department recommendations for the Tree Applications through June 1, 2022, except 3819 Chaumont Circle (Exhibit 8-v).

DEPARTMENT REPORTS

City Clerk:

A motion was made by Alderman Impey, seconded by Alderman Authement, and unanimously carried to approve the Docket of Claims finding that all expenditures are appropriate and authorized by law, and spread the summary on the minutes (Exhibit 9-a).

A motion was made by Alderman Authement, seconded by Alderman Wade, and unanimously carried to approve the monthly budget report (Exhibit 9-b).

The City Clerk explained the proposed budget amendments which are due to the building insurance cost increase and adding \$225,000 for new barricades. A motion was made by Alderman Impey, seconded by Alderman Cox, and unanimously carried to authorize the budget amendments as presented (Exhibit 9-c).

GENERAL PUBLIC COMMENT

Hailey Hill and Mario Camps requested the City acknowledge and assist in removing nuisance roosters roaming at large in Stark Bayou Subdivision. She said nuisance animals roaming at large are a violation of the City ordinances and request the Police Department employ the means necessary to remove the roosters to protect homeowners. The Police Chief asked if the roosters have an owner. She replied that at least one is housed by the neighbors across the street from her residence on Breezy Hill Drive. The Police Chief then requested Ms. Hill contact him to determine if there is an owner that can be charged with disturbing the peace for the roosters at large.

Linda Williams thanked the Board members that attended the Vietnam Memorial on Memorial Day. She said there are dead trees on the City right of way on a drainage ditch at 4110 Yosemite Drive but can't get the Public Works Director to respond. The Public Works Director said it is not in a City right of way but on a drainage easement that is the owner's property not the City's and the City can't remove trees from private property if it's not obstructing drainage which it is not.

William Odom said neighboring property owners have removed underbrush and vegetation from the City's right of way illegally in the area between Mimosa Cove and Mayfair Court. He said that it has removed their sound buffer and green space. He asked the City to review and issue citations to prevent this from continuing.

Katie Yow requested the drainage issues in Parktown Subdivision be addressed and corrected. Alderman Impey said the Parktown Drainage Project is under review with Mississippi Development Authority now and should have an update in a few weeks.

MAYOR & ALDERMAN'S FORUM

Alderman Burgess asked the Building Official for an update and court date for 3412 Hermitage Court. He replied there is currently no update.

Alderman Authement complimented the landscaping being done at Fort Maurepas. He said the Garden Club is overseeing the project, but our landscaping crew is working hard and will need help for a few days. He requested Public Works and Parks & Recreation send some people to help for a few days.

Alderman Wade informed the Public Works Director about a damaged sidewalk at Mason Court and Holcomb Boulevard and asked that it be fixed. He also asked him if the collapsed culvert at 282 Holcomb Boulevard has been repaired. The Public Works Director responded that the driveway needs to be cut first.

Alderman Cox asked if the fire hydrant at Ward Avenue and Kensington Avenue has been cut off. The Public Works Director responded yes it has been.

Alderman Blackman thanked everyone for the City's employee participation at the Vietnam Memorial on Memorial Day.

Alderman Impey thanked Alderman Blackman for spearheading the event at the Vietnam Memorial on Memorial Day.

EXECUTIVE SESSION

None.

A motion was made by Alderman Impey, seconded by Alderman Wade, and unanimously carried to recess the meeting until 6:00 p.m. on June 21, 2022.

Meeting ended at 7:03 p.m.

Mayor

Date

City Clerk

Date



**LEXIS® SUBSCRIPTION AGREEMENT
FOR STATE/LOCAL GOVERNMENT
(NEW SUBSCRIBER)**

"Subscriber" Name: Ocean Springs Municipal Court
Account Number:
"LN": LexisNexis, a division of RELX Inc.

1. Subscription Agreement

LexisNexis, a division of RELX Inc. ("LN") grants Subscriber a non-exclusive, non-transferable limited license to access and use Lexis® and the materials available therein ("Materials") pursuant to terms set forth in the LexisNexis General Terms and Conditions ("General Terms") and the pricing set forth in the Price Schedule ("Price Schedule") (the General Terms together with the Price Schedule is collectively referred to as the "Subscription Agreement"), both of which are incorporated herein by reference. Subscriber may view and print the Subscription Agreement at: <https://www.lexisnexis.com/en-us/terms/GovtAcademic/terms.page>.

2. Certification

- 2.1. Subscriber certifies that the number of government professionals in Subscriber's organization is as set forth below. A "Government Professional User" is defined as an attorney, judge, librarian, researcher, investigator or analyst who is employed by the Subscriber.

Number of Government Professional Users:	2
---	----------

- 2.2. A "Support Staff User" is defined as a person who supports the Government Professional User, including, but not limited to: paralegals, interns, legal secretaries or other administrative support members. 2 ID's may be issued to support staff for each Government Professional User accounted for above.

Number of Support Staff Users:	4
---------------------------------------	----------

- 2.3. Each LN ID must be issued for individual use by the Government Professional User or Support Staff User.
- 2.4. If Subscriber, at the time of signing this Agreement has 11 or more Government Professional Users, then Subscriber is required to notify LN if the number of Government Professional Users falls below 11. Subscriber shall, within 30 days of the staffing change, notify LN in writing.
- 2.5. Subscriber acknowledges that the pricing and menus provided to Subscriber in this Agreement depend in part on the number of Government Professional Users in Subscriber's organization. Subscriber certifies that as of the date Subscriber signs this Agreement there are the number of Government Professional Users in Subscriber's organization (the "Reference Number") as Subscriber has specified above.
- At LN's request from time to time, Subscriber will certify in writing the then-current Reference Number.
 - If there is a change in the Reference Number during the Term, LN may, in its sole discretion on at least 30 days prior written notice to Subscriber, increase or decrease the Monthly Commitment by an amount that does not exceed, on a percentage basis, the change in the Reference Number.

3. Lexis Product and Charges

- 3.1. This Section 3 amends the Subscription Agreement with respect to the Lexis product offering described below. The term of Subscriber's commitment for the Lexis product offering will begin upon the date Subscriber's billing account ("Account Number") is activated ("Activation") and will continue for the last period set forth in Section 3.2 below (the "Committed Term"). Subscriber may not terminate this Agreement for convenience under General Terms during the Committed Term. Notwithstanding the foregoing, Subscriber may terminate this Agreement during the Committed Term for a material breach by LN that remains uncured for more than 30 days after LN receives written notice from Subscriber identifying a specific breach.



**LEXIS® SUBSCRIPTION AGREEMENT
FOR STATE/LOCAL GOVERNMENT
(NEW SUBSCRIBER)**

If Subscriber terminates this Agreement pursuant to this Section, then Subscriber will pay all charges incurred up to the date of termination.

Lexis Content & Features		
Product	SKU Number	Number of Users
MS State Enhanced	1011625	2

3.2. In exchange for access to the Lexis Content, Feature and/or Service set forth in Section 3.1 above, Subscriber will pay to LN the following amount (the "Monthly Commitment") during the periods set forth below.

Committed Term	Monthly Commitment
07/05/2022 - 08/31/2022	\$0.00
09/01/2022 - 08/31/2023	\$128.00
09/01/2023 - 08/31/2024	\$134.00
09/01/2024 - 08/31/2025	\$140.00

3.3. During the Term, LN may make content and features available to Subscriber that are not included in the Lexis Content described above which will be offered to Subscriber at an additional charge ("Alternate Materials"). Subscriber will be under no obligation to access and use the Alternate Materials, or to incur additional fees beyond the Monthly Installment. If Subscriber elects to access the Alternate Materials by initialing below, Subscriber will be notified that additional charges will apply before the Alternate Materials is displayed. If Subscriber proceeds to access the Alternate Materials, Subscriber will pay the then current, transactional charge(s) for the Alternate Materials that is displayed at the time of access.

Subscriber elects access to the Alternate Materials

(Initial)

3.4. Use of Lexis under this Agreement is available to Subscriber and its Authorized Users (defined in the General Terms).

3.5. LN may temporarily suspend access to Lexis until all unpaid amounts are paid in full. No claims directly or indirectly related to this Agreement with respect to amounts billed or payments made under this Agreement may be initiated by Subscriber more than 6 months after such amounts were first billed to Subscriber.

4. Closed Offer

The prices and other terms are subject to change if Subscriber has not submitted a signed original or copy on or before _____.

5. Confidential Information

Subject to any state open records or freedom of information statutes, this Agreement contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN, and will receive and maintain this Agreement in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 5 will survive the termination or expiration of this Agreement.



**LEXIS® SUBSCRIPTION AGREEMENT
FOR STATE/LOCAL GOVERNMENT
(NEW SUBSCRIBER)**

6. Support and Training

During the Term, Subscriber, with the support of LN, agrees to encourage the effective use of Lexis through:

- (a) Meaningful participation in additional ongoing programs presented by LN to update and train Authorized Users;
- (b) Authorize the periodic distribution of memos or other communications by LN and/or Subscriber to Authorized Users; and
- (c) The periodic review with LN of Subscriber's Authorized User's use of materials and training under this Agreement.

7. Miscellaneous

7.1. This Agreement does not bind either party until it has been accepted by both parties. Subscriber may accept this Agreement by signing below. LN will accept this Agreement by providing Subscriber with access to Lexis or by signing below.

7.2. If Subscriber issues a purchase order in connection with the Agreement, Subscriber acknowledges and agrees that the purchase order shall be for Subscriber's internal purposes only and shall not modify or affect any of the other terms or conditions for access to the Online Services.

LEXISNEXIS WILL NOT ACCEPT ANY CHANGES, CORRECTIONS OR ADDITIONS TO THIS AGREEMENT UNLESS SUCH CHANGES ARE EXPRESSLY ACCEPTED BY LN IN WRITING. SUCH CHANGES WILL HAVE NO LEGAL EFFECT.

AGREED TO AND ACCEPTED BY:

Subscriber: Ocean Springs Municipal Court
[MUST BE COMPLETED BY SUBSCRIBER]
Authorized Subscriber Signature: _____
Printed Name: _____
Job Title: _____
Date: _____
Number of Professional Users: _____

LexisNexis, a division of RELX Inc.

[COMPLETED BY LEXISNEXIS]

Authorized Signature: _____
Name: _____
Job Title: _____
Date: _____



**LEXIS® SUBSCRIPTION AGREEMENT
FOR STATE/LOCAL GOVERNMENT**
(NEW SUBSCRIBER)

CUSTOMER INFORMATION (Please type or print):	
Organization Name: (Full Legal Name)	Ocean Springs Municipal Court
Billing Frequency:	☐ Monthly ☒ Annually
Physical Address	
Street Address:	3810 Bienville Blvd
City:	Ocean Springs
State:	MS
Zip:	39564-5803
County:	Jackson
Telephone:	228-875-5009
Fax:	
Parent Company: (if applicable)	

TYPE OF ORGANIZATION	
☐ Legislative	☒ Judicial ☐ Executive
Professional User:	Practicing Area of Law:
Support Staff:	Employer Identification Number:
Bar No:	Issuing State:
Date Issued/Expiration Date:	Organization Web Address:
Tax Exempt: ☒ Yes (attach Sales Tax Exemption Certificate) ☐ No	MSA: ☐ Yes ☒ No
Tax ID No:	State Contract No: (If applicable) PO No: (If applicable)

CONTACTS			
	Name	Telephone	Email
Installation:	Peter Rigby	228-875-5009	osmc@oceansprings-ms.gov
Billing:	Kelly Riff	228-230-1959	kriff@oceanspring-ms.gov
Policy/Legal Notification:	Judge Calvin Taylor	228-875-5009	ctaylor@oceansprings-ms.gov
Scheduling/Training:	Peter Rigby	228-875-5009	osmc@oceansprings-ms.gov

	Name	Telephone
Super Admin:	Peter Rigby	228-875-5009
	Email	IP Address
	osmc@oceansprings-ms.gov	



**LEXIS® SUBSCRIPTION AGREEMENT
FOR STATE/LOCAL GOVERNMENT**
(NEW SUBSCRIBER)

CUSTOMER ID INFORMATION (Please type or print)			
ID Holders' Names (additional sheet attached ☐)	ID Holders' Titles/Positions	ID Holders' Email Addresses	Location/Address
Calvin Taylor	Judge	ctaylor@oceansprings- ms.gov	
Monte Tynes	Prosecutor	monte@tyneslawfirm.com	
Peter Rigby	Support	prigby@oceansprings- ms.gov	
Stacie Zorn	Support	szorn@hs-lawfirm.com	
		Szorn@hs-lawfirm.com	



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39566-1800

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228.875.6722

Bobby Cox
Alderman at Large

Jennifer Burgess
Alderman Ward 1

Rickey Authement
Alderman Ward 2

Kevin Wade
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Ken Papania
Alderman Ward 4

Robert Blackman
Alderman Ward 5

Michael (Mike) Impey, II
Alderman Ward 6

City Hall
228.875.4236

Police Department
228.875.2211

Fire Department
228.875.4063

Public Works
228.875.3955

Water Department
228.875.4176

Community Development
and Planning
228.875.4415

Building Department
228.875.6712

Human Resources
and Risk Management
228.872.3338

Parks and Recreation
228.875.8665



TO: Honorable Mayor and Board of Aldermen
FROM: Mark Dunston, Chief of Police
DATE: June 8, 2022
RE: OSPD Monthly Report for May 2022

For the month of May 2022, Ocean Springs Police Department responded to 2,084 incidents from 9-1-1 calls, citizen-initiated calls, walk-in reports, and officer-initiated activities. Our Dispatch Unit received 6,183 incoming calls for the month.

Type of Call/Activity	# of Calls/Activities/Incidents
Traffic Stops	478
Suspicious Persons/Vehicles	179
Community Contacts/Open Business	172
Alarms	151
Medical Calls	134
Animal Control Calls	97
Traffic Accidents	81
Welfare Concerns	51
Trespassing Calls	43
Follow-Up Investigations	41
Motorist Checks	39
Parking Violations	38
Domestic Disturbance Calls	36
Reckless Driver Calls	35
Warrant Service	32
Area Checks	28
Theft Reports	27
Disturbing the Peace Calls	25
Hit & Run Calls	19
Traffic Problems	18
Bank Checks	16
Juvenile Problems	15
Assault Reports	14
Malicious Mischief Calls	14
Fight Calls	11
Fraud Reports	10
Building Checks/Closed Business	9
Harassment Reports	9
Burglary Reports	8
DUI Reports	4
Damage to Private Property	4
Auto Theft Reports	2
Disorderly Conduct Calls	2
Indecent Exposure Reports	2
Overdose Calls	1
Other Calls/Activities	239
Monthly Total	2,084
Daily Average	67.23

ca

EXHIBIT #8-1

www.OceanSprings-MS.gov



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TO: Honorable Mayor and Board of Aldermen
FROM: Deputy Fire Chief Ray West
DATE: JUNE 21, 2022
RE: MONTHLY DEPARTMENT REPORT FOR MAY

Training: In-House – 161 Hours
Fire Academy – 288 Hours
Chief's Conference - 24

Fire Inspections: Inspections – 61
Plan Reviews – 6
Request for Information – 1
Hood Suppression Test – 0
Sprinkler Inspections – 2
Re-inspections - 28

Incident Response Summary:

Fire – 5
Overpressure Rupture, Explosion, Overheat – 0
Rescue & Emergency Medical Services – 62
Hazardous Condition – 3
Service Calls – 18
Good Intent Calls - 7
False Alarm & False Calls – 11
Special Incidents - 1

Total – 107

EXHIBIT # 8-j

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City of Ocean Springs

To: Honorable Mayor & Board of Aldermen

From: Mindy McDowell, Director
Human Resources & Risk Management

Date: June 21, 2022

Re: Human Resources Action Items

Police Department:

- a) Authorize transfer of Warrants Officer Kevin Egan to Part-time Police Officer, \$16.00 hourly rate; effective June 25, 2022; six-month probationary status
- b) Authorize removal of Patrolman Kameryn Walker from probationary status to full time status effective immediately

Public Works:

- c) Accept retirement of Maintenance Department Supervisor Tom Jones, effective June 30, 2022; authorize to begin the process of filling the vacant position
- d) Accept retirement of Mechanic Thomas Wallace, effective July 31, 2022; authorize to begin the process of filling the vacant position
- e) Authorize transfer of Water Laborer Cameron Hayes-Watson to Water Laborer/Truck Driver II, Step 1, \$15.78 hourly rate; effective June 25, 2022; six-month probationary status; authorize to begin the process of filling the vacant position

Parks Department:

- f) Accept termination of Parks Maintenance Laborer A employee #2578, effective June 9, 2022; authorize to begin the process of filling the vacant position
- g) Accept resignation of Parks Maintenance Laborer Cameron Keys, effective June 17, 2022; authorize to begin the process of filling the vacant position

EXHIBIT #8-k



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MEMORANDUM

To: Honorable Mayor and Board of Aldermen

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

Date: June 21, 2022

Re: PLANNING COMMISSION REPORT: 612 Azalea Drive/ PID No.
61090010.000 – Request Approval to construct a dwelling on a
historically platted, legal, non-conforming lot / Applicant – J.
Neal Olive and Dawn Smith

The Planning Commission (PC) considered this request at its regular meeting on Tuesday, June 14, 2022. The specific request is to construct a dwelling on an undersized parcel. The parcel is below both the R-2 district minimum area requirement of 11,250 sq. ft. and the minimum width requirement of 80 ft. The parcel is 65 ft. wide and 94.5 ft. deep, for a total area of 6,134 sq. ft.

The PC considered the information provided by the applicant and the report from the staff. A motion to recommend approval of the application passed **UNANIMOUSLY** with all members present voting YES and one member ABSENT.

Documentation related to the application is attached.

EXHIBIT # 8-1

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

PLANNING COMMISSION REPORT

MEETING DATE: June 14, 2022

APPLICANT: J. Neal Olive and Dawn Smith

REQUESTED ACTION: Approval of construction on a historically platted, legal non-conforming parcel.

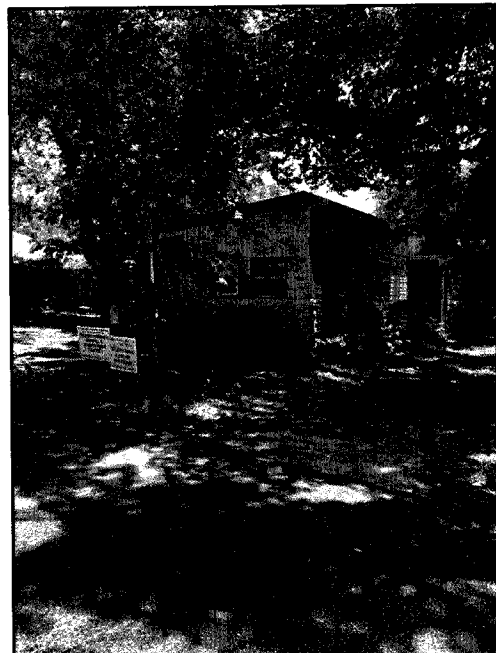
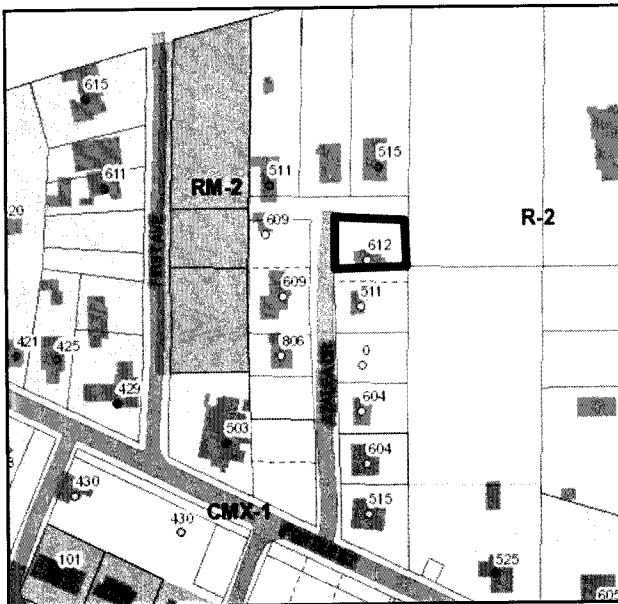
DATE OF APPLICATION: April 27, 2022

LOCATION: 612 Azalea Drive / PID# 61090010.000

ADJACENT ZONING/LAND USE:

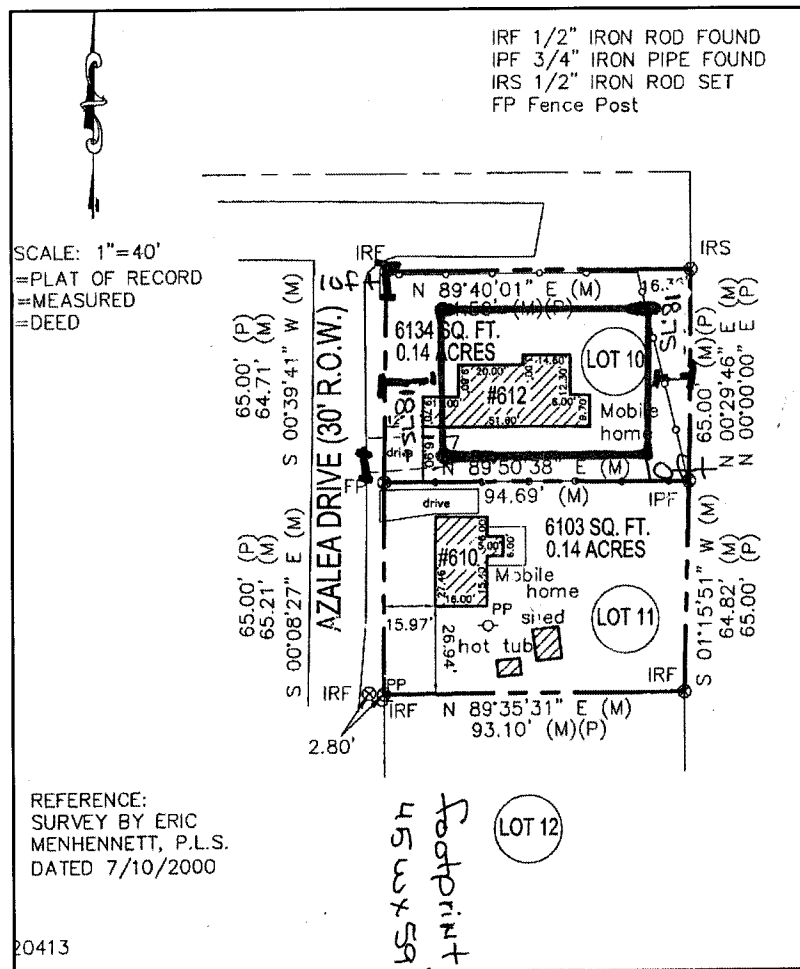
Subject Property:	R-2, Single-Family Residential District; a single-family dwelling;
North:	across Azalea Drive (east-west), R-2, Single-Family Residential District; single-family dwellings;
South, East:	R-2, Single-Family Residential District; single-family dwellings and an undeveloped parcel;
West:	across Azalea Dr (north-south); R-2, Single-Family Residential District, single-family dwellings.

VICINITY



DESCRIPTION OF THE REQUEST:

- The owners request approval to construct a dwelling on an undersized parcel. The parcel is below both the R-2 district minimum area requirement of 11,250 sq. ft. and the minimum width requirement of 80 ft. The parcel is 65 ft. wide and 94.5 ft. deep, for a total area of 6,134 sq. ft.



FINDINGS:

- The Unified Development Code (UDC) requires the Planning Commission (PC) to review and the Board of Aldermen (BOA) to approve the development on a historically platted, non-conforming lot/parcel (Sec. 3.6.3.G). This review helps ensure that the parcel has suitable utilities and sufficient area available for a building and off-street parking.
- The parcel is small in both width and depth, which limits the buildable area.

DEPARTMENT COMMENTS:

Public Works:

WATER

- A water tap must be requested at the Public Works office at 228-875-3995. All costs associated with the water tap will be the responsibility of the homeowner/owner/developer.
- The plumber needs to disconnect the water lines from the meter before any demolition.

▪ **SEWER**

- A sewer tap must be requested at the Public Works office at 228-875-3995. All costs associated with the sewer tap will be the responsibility of the homeowner/owner/developer.
- Each lot has existing sewer taps and are marked with "S" on the side of the road.
- When the demolition is done, the plumber needs to dig up the old pipe at the tap and cap off before any work. This will be the tap for the new home.

PUBLIC INPUT:

- None received.

STAFF RECOMMENDATION: Approval

PROPOSED MOTION: To recommend approval of the construction of a single-family dwelling on a historically platted, non-conforming lot at 612 Azalea Drive.



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Parks and Recreation
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MEMORANDUM

To: Honorable Mayor and Board of Aldermen

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

Date: June 21, 2022

Re: ZONING ADJUSTMENT BOARD REPORT: 612 Azalea Drive/ PID
No. 61090010.000 – Request Approval of Variances from the
Minimum Front Yard and Rear Yard Setback Requirements /
Applicant – J. Neal Olive and Dawn Smith

The Zoning Adjustment Board (ZAB) considered this request at its regular meeting on Tuesday, June 14, 2022. The specific request is approval of variances from the front and rear minimum building setback distances. Front and rear setbacks of 18.75 ft. are requested, instead of the standard 25 ft. distances. The applicants note that the lot is very small, and the setback variances are needed to build a house on the parcel. The parcel is small in both width and depth. It is 65 ft. wide and 94.5 ft. deep, which limits the buildable area.

The ZAB considered the information provided by the applicant and the report from the staff. A motion to recommend approval of the application passed with four members voting YES and one member voting NO.

Documentation related to the application is attached.

EXHIBIT # 8-m

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

ZONING ADJUSTMENT BOARD REPORT

MEETING DATE: June 14, 2022

APPLICANT: J. Neal Olive and Dawn Smith

REQUESTED ACTION: Variances from the minimum front yard and rear yard setback requirements

DATE OF APPLICATION: April 27, 2022

LOCATION: 612 Azalea Drive / PID # 61090010.000

ADJACENT ZONING/LAND USE:

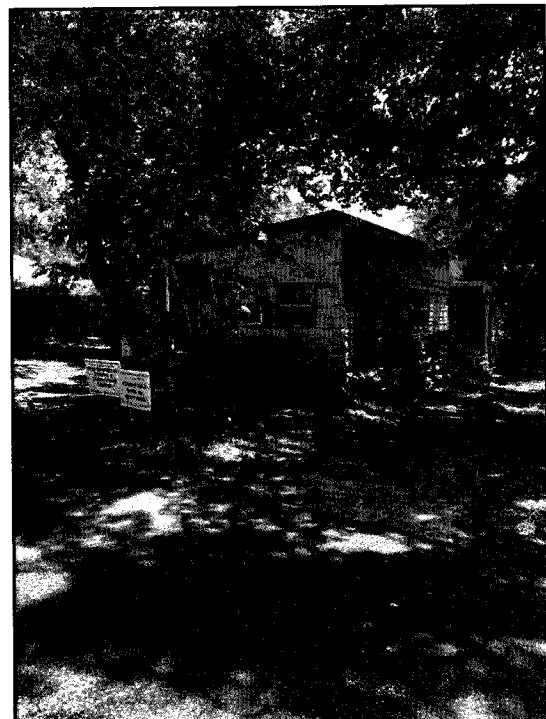
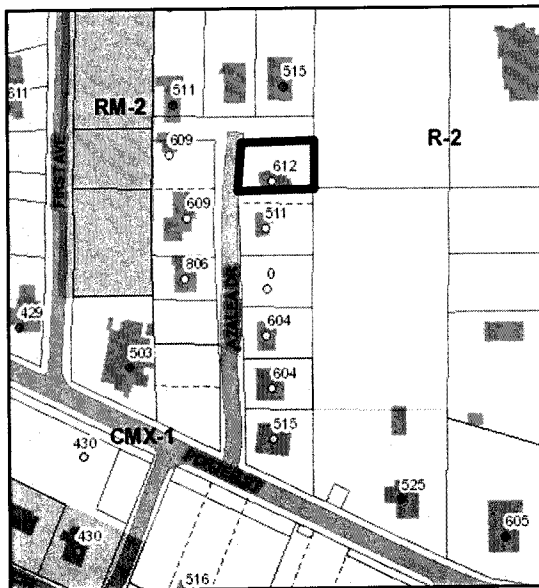
Subject Property: R-2, Single-Family Residential District; a single-family dwelling;

North: across Azalea Drive (east-west), R-2, Single-Family Residential District, single-family dwellings;

South, East: R-2 Single-Family Residential District, single-family dwellings and an undeveloped parcel;

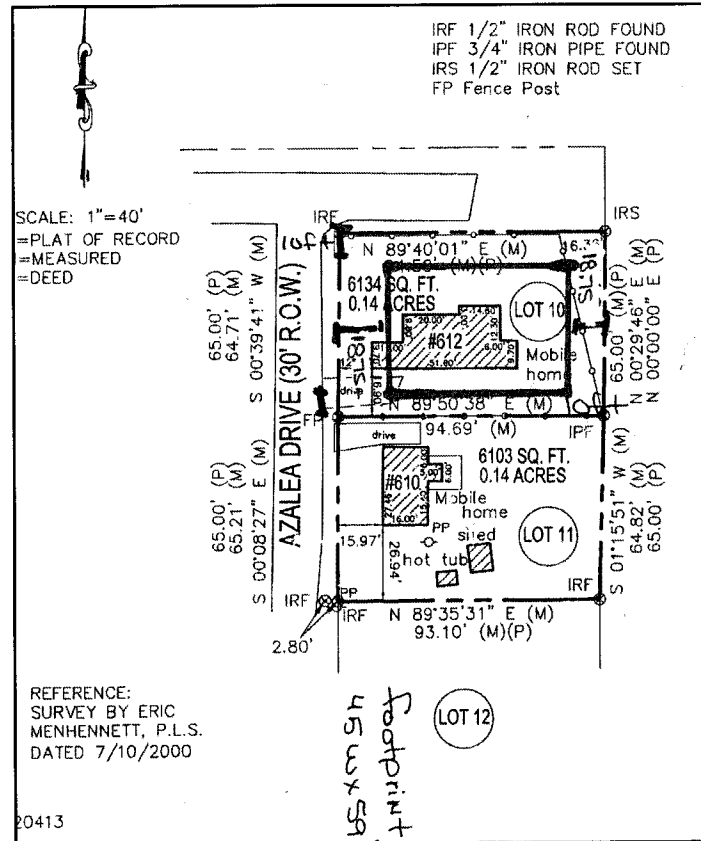
West: across Azalea Drive (north-south), R-2, Single-Family Residential District, single-family dwellings.

VICINITY



DESCRIPTION OF THE REQUEST:

- The applicant requests the maximum 25% variances from the front and rear minimum building setback distances. Front and rear setbacks of 18.75 ft. are requested, instead of the standard 25 ft. distances. He states that the lot is very small, and the setback variances are needed to build a house on the parcel.



FINDINGS:

- The parcel is small in both width and depth. It is 65 ft. wide and 94.5 ft. deep, which limits the buildable area.
- The existing dwelling is setback 12 ft. from Azalea Drive according to the survey.

PUBLIC INPUT:

- None received.

STAFF RECOMMENDATION: Approval

PROPOSED MOTION 1: To recommend approval of a 25% variance to the minimum front and rear yard setbacks at 612 Azalea Drive as shown on the and site plan submitted with the application.



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

1018 Porter Avenue
Ocean Springs, MS 39564
FX 228 875 7249

Kenny Holloway
Mayor
228.875.6722

Bobby Cox
Alderman at Large

Jennifer Burgess
Alderman Ward 1

Rickey Authement
Alderman Ward 2

Kevin Wade
Alderman Ward 3

Ken Papania
Alderman Ward 4

Robert Blackman
Alderman Ward 5

Michael (Mike) Impey, II
Alderman Ward 6

City Hall
228.875.4236

Police Department
228.875.2211

Fire Department
228.875.4063

Public Works
228.875.3955

Water Department
228.875.4176

Community Development
and Planning
228.875.4415

Building Department
228.875.6712

Human Resources
and Risk Management
228.872.3338

Parks and Recreation
228.875.8665

MEMORANDUM

To: Honorable Mayor and Board of Aldermen

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

Date: June 21, 2022

Re: ZONING ADJUSTMENT BOARD REPORT: 139 Watersedge Drive /
PID No. 61490018.000 – Appeal of the Unified Development
Code (UDC) requirements for the maximum height of an
accessory dwelling unit / Applicant – Aaron Goetsch

The Zoning Adjustment Board (ZAB) considered this request at its regular meeting on Tuesday, June 14, 2022. The applicant is appealing the Planning Department's decision to deny a building permit for the conversion of the existing accessory building into an Accessory Dwelling Unit (ADU).

The applicant applied for a Building Permit to remodel an existing 1,350 sq. ft., two-story accessory building. The plans showed a kitchen, bathroom and living room on the ground floor and a bathroom and bedroom on the second floor. The UDC would allow an ADU on the property but limits the ADU's height to that of the principal building (section 6.3.5). The principal building is one-story, so a two-story ADU is not allowed.

The ZAB considered the information provided by the applicant and the report from the staff. A motion to recommend approval of the appeal passed UNANIMOUSLY with all members voting YES.

Documentation related to the application is attached.

EXHIBIT # 8-n

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

ZONING ADJUSTMENT BOARD REPORT

MEETING DATE: June 14, 2022

APPLICANT: Aaron Goetsch

REQUESTED ACTION: Appeal of the Unified Development Code (UDC) requirements for the maximum height of an accessory dwelling unit.

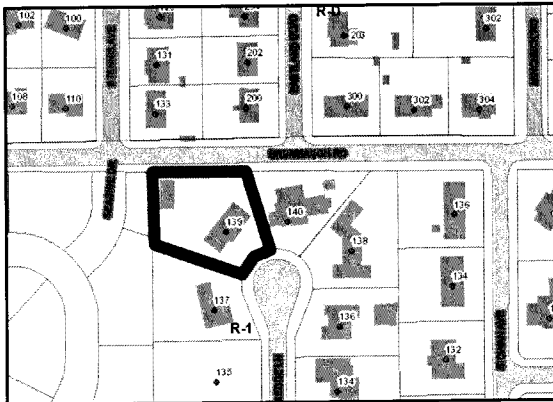
DATE OF REQUEST: April 27, 2022

LOCATION: 139 Watersedge Drive / PID# 61490018.000

ADJACENT ZONING/LAND USE:

Subject Property:	R-1, Single Family Residential District; a single-family dwelling and accessory building;
North:	across Brumbaugh Road, R-D, Two-Family district, single-family dwellings;
South, West, East:	R-1, Single-Family Residential District, single-family dwellings.

VICINITY



DESCRIPTION OF THE REQUEST:

- The applicant is appealing the Planning Department's decision to deny a building permit for the conversion of the existing accessory building into an Accessory Dwelling Unit (ADU).
- The applicant applied for a Building Permit to remodel the 1,350 sq. ft. building. The plans showed a kitchen, bathroom and living room on the ground floor and a bathroom and bedroom on the second floor.
- The applicant has provided additional information on the accessory structure. (attached)

FINDINGS:

- The UDC allows ADUs in the R-1 district but limits the ADU's height to that of the principal building (section 6.3.5). The principal building is one-story, so a two-story ADU is not allowed.
- The accessory building was built in 1987, according to the applicant. The Building Department has no record of issuing a permit for its construction.
- The accessory building complies with the UDC's requirements for setback distances, maximum footprint, and maximum floor area.
- Appeals of the Planning Department's decisions regarding the UDC requirements are presented to the Zoning & Adjustments Board (ZAB) for a recommendation and then presented to the Board of Aldermen for a decision.

PUBLIC INPUT:

- None received.

PROPOSED MOTION: To recommend approval of the requested appeal for 139 Watersedge Drive to allow the existing accessory building to be converted into a two-story accessory dwelling unit, as shown on the site plan submitted with the building permit application.

— OR —

PROPOSED MOTION: To recommend denial of the requested appeal for 139 Watersedge Drive to allow the existing accessory building to be converted into a two-story accessory dwelling unit, as shown on the site plan submitted with the building permit application.



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and Risk Management
228.872.3338

Parks and Recreation
228.875.8665



MEMORANDUM

To: Honorable Mayor & Board of Aldermen

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

Date: June 21, 2022

Re: MDAH Certified Local Government (CLG) Grant Program Award –
Mary C. O’Keefe Cultural Center Window Repair / Replacement
Authorization to Execute Professional Services Contract with
Laird Engineers, Inc. for Structural Engineering Consultation

We are ready to implement the initial repair/replacement work to being on the four (4) windows that have been identified as the most at-risk. The work will be funded in part by the above referenced grant.

The condition assessment provided by Mr. George Fore has been accepted by MDAH and will be used to provide guidance on the work. As part of this report, a structural engineer is required to evaluate the condition of the structural components as the project removes the exterior material.

To this end, the city requested proposals from engineering firms that provide structural engineering as an expertise. The attached proposal has been received from Laird Engineers, Inc. and was selected due to the extensive experience with historic structures throughout the state.

The work will be provided on an as-requested basis and managed by Sarah Harris, Project Manager. Funding for his activity will be covered jointly by the MDAH grant and with state funds appropriated for the repair of the MCOK exterior.

I respectfully request authorization for the mayor to execute the attached agreement with Laird Engineers, Inc. for work to be performed as requested at the listed hourly rates. The amount is within the grant budget as approved.

EXHIBIT # 8-0

www.OceanSprings-MS.gov



LAIRD ENGINEERS, INC
Engineers and Consultants

June 7, 2022

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

REFERENCE: PROPOSAL FOR STRUCTURAL ENGINEERING SERVICES
STRUCTURAL SURVEY & CONDITION ASSESSMENT
MARY C. O'KEEFE CULTURAL CENTER
1600 GOVERNMENT STREET, OCEAN SPRINGS, MS

Dear Ms. Martin:

Laird Engineers, Inc. appreciates the opportunity to provide Structural Engineering Services to the City of Ocean Springs. Enclosed, you will find our proposal for Engineering Services, a resume for Jeff Laird, and three project profiles for completed Historic building renovations.

Please let us know if you have any questions or require additional information.

Yours Truly,

LAIRD ENGINEERS, INC.

H. Jefferson Laird III, P.E., LEED AP BD+C
Principal

HJL/lbl

Enclosure

Laird Engineers, Inc.

Firm Overview



Laird Engineers, Inc. is an engineering firm located in Ridgeland, Mississippi. We provide structural and civil engineering services from project conception through completion of construction for commercial, educational, institutional, and industrial buildings and the surrounding sites. Other experience includes evaluation and design of repairs for projects including historic buildings, parking garages and renovations. Additionally, site assessments are performed to determine how

improper drainage may be negatively impacting a structure. We have designed and evaluated buildings constructed of many different structural materials, including steel, concrete, masonry and wood. Along with the design of buildings and sites, we also design structures including water and wastewater facilities, retaining walls, loading docks, and industrial facilities.

From selection of the appropriate structural system or storm water management method in the initial phases of design, coordination between disciplines during the design phase, production of construction documents, shop drawing review, and construction observations; Laird Engineers combines management skills and innovative engineering to assist the Client throughout each phase of the project. It is important to realize the intricacies of each type of project to provide the Client with the services needed. Each project has its own challenges, but in our mind, that provides us with an opportunity to exceed the Client's expectations.



Often times, buildings are damaged by weather, aging, soil movements or other means. Our firm has vast experience investigating these unique situations. Our services include evaluating existing structures and surrounding sites, developing repair solutions and providing the Client with estimated construction costs for the repairs. In addition to visual observations, a variety of techniques are used to determine the extent and

magnitude of damage, so we can depict the findings to the Client. Analysis of existing structures is performed to determine if the existing structure is adequate to satisfy requirements of the applicable building code. Similarly, sites are evaluated to determine if they are performing properly, so the building is not negatively impacted by the surrounding site.

H. Jefferson Laird III, P.E.,



Education

Bachelor of Science,
1990, Civil Engineering,
Mississippi State University

Master of Science,
1993, Civil Engineering,
West Virginia University

Registrations

Professional Engineer
Mississippi 12615

LEED AP BD+C

Associations

Structural Engineers
Association of Mississippi
Past President

US Green Building Council
Mississippi Chapter
Vice Chair

Salvation Army
Mississippi Branch
Advisory Board

Professional History

Mr. Laird has over 30 years of design experience as a civil and structural engineer. His experience includes development of site plans and structural plans for commercial, educational, institutional, and industrial buildings and structures. Other experience includes evaluation and design of repairs for projects including historic buildings, renovations, water and wastewater facilities and civil works structures.

Related Experience

- **Old Capitol Historic Restoration – Jackson, MS** – Extensive structural investigation, repairs and alterations made to the rotunda dome. Structural steel repair methods utilized to preclude welding in the existing wood framed dome. Design of new deep foundation to repair existing wrought iron fence foundation. \$16 Million.
- **State Capitol Building, Jackson, MS** – Evaluation of House, Senate and Main domes were performed to determine the condition of the original structure. An assessment of the terrace slab revealed significant structural damage. Demolition of the existing slab was followed by construction of a steel frame supporting the new concrete terrace slab. Construction documents were produced for demolition and replacement of roofs and for new structures in the Main Dome for access to the cupola and maintenance inside the dome. \$7 Million
- **Historic Jefferson College – Washington, MS** – Condition assessment performed for each of eight buildings on the campus which dates to the early 1800's. A report was provided outlining the original construction of each building, recommended repairs, strengthening and cost estimate. Most urgent repairs were identified, and construction documents produced for these repairs. Other recommended repairs will be performed in future phases. \$1 Million.
- **Union Station Train Depot Historic Restoration, Jackson, MS** - Multi-modal transportation center. Extensive investigation and analysis of existing structures and preparation of plans for demolition, repair and strengthening of existing structures. New work included a two-story cast in place concrete elevator/stair tower, loading platform and extensive canopies. \$21 Million
- **Tougaloo Mansion Historic Restoration – Jackson, MS** - Investigation and design of repairs for the historic two-story post and beam wood structure. Repairs included analysis and retrofit of structure for current IBC code requirements for wind and seismic loads, and increased floor live loads. \$6 Million.
- **Gulfport Job Corps Center – Gulfport, MS** – Provided an in-depth structural forensic analysis report for three buildings on the existing campus: 35,000 SF two story classroom building, 18,000 SF gymnasium and 7,000 SF cafeteria. Field measurements of the existing structure were performed to determine the construction of the existing structure. Material samples were tested to analyze the strength of the existing materials. An in-depth analysis of each structure was performed to determine the capacity to withstand loads prescribed in current codes. Conceptual repairs were designed and associated cost estimates for the repairs were provided in the report. Estimated Construction Cost, \$30 Million

Mississippi State Capitol Building

Location
Jackson, MS

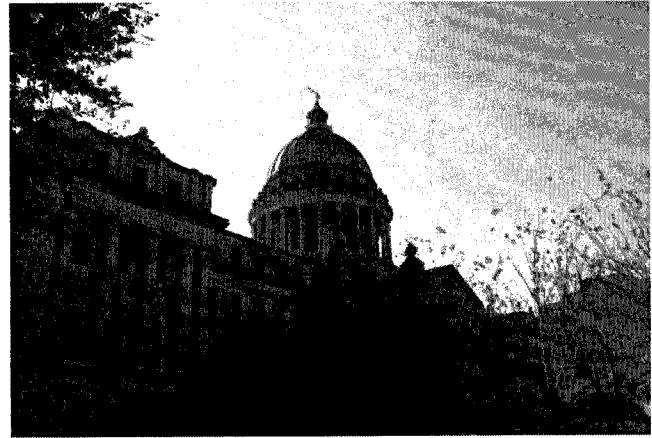
Project Cost
\$10 Million

Construction Dates

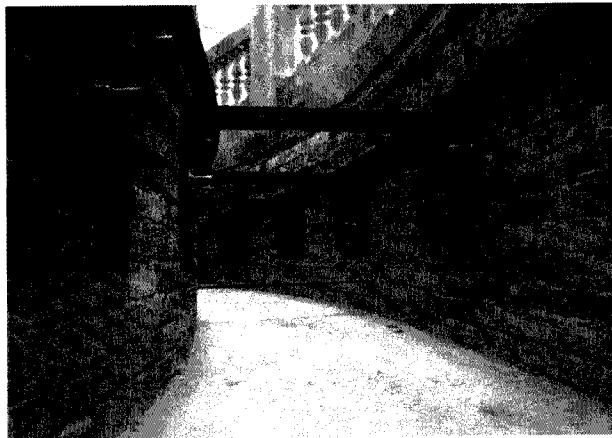
Completed 2016
Services Provided
Structural Assessment

Repair & Renovation
Structural Engineering

Laird Engineers performed a structural evaluation of the steel trusses above the House and Senate domes as part of our general assessment of the condition of the existing structure. In combination with the architect, who was tasked with building envelope repairs, Laird Engineers provided construction documents for demolition of the original cindercrete roofs, circa 1903, around each of the three domes which were deteriorating and in poor condition. While maintaining the historic fabric of the century-old structure, these roofs were replaced with a more traditional concrete on metal deck construction supported by new structural steel framing without compromising the historic architectural features of the building.



Previously, access to the cupola at the top of the Main Dome was inhibited due to a poor walkway and ladder system. In order to provide safe and comfortable access to the top of the state's most prestigious building, Laird + Smithers designed a new structure inside the main dome consisting of a series of walkways, platforms and ladders. The new structure was constructed of structural steel and aluminum in order to minimize additional loads on the existing structure.



Additionally, a walkway was provided around the perimeter of the attic space of the Main Dome for maintenance purposes. Because of deterioration from water intrusion, the existing cindercrete lantern floor was demolished and replaced with a more traditional concrete on metal deck structure. The new floor construction was also used to support a new handrail system which also

ties the original terra cotta at the cupola level, just under the eagle, to the main body of the structure.

During construction, several additional areas of deteriorated structure were uncovered, particularly at the lantern level. Working closely with the architect and contractor, solutions were provided in order to keep the project on schedule.

Historic Jefferson College

Location
Washington, MS

Project Cost
\$1,00,000

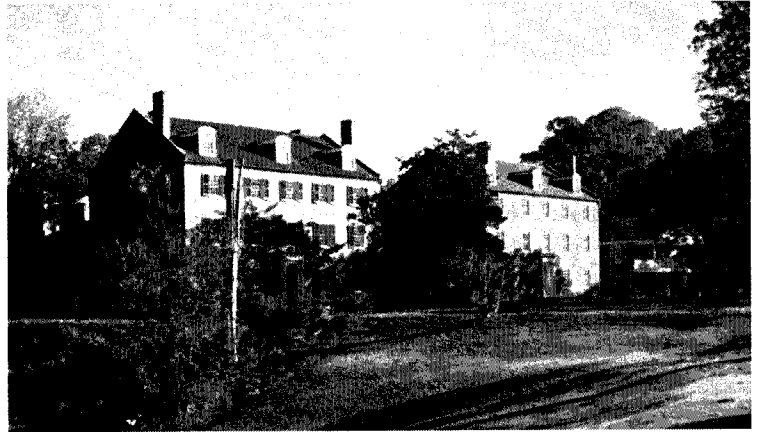
Construction Dates
Completed in 2016

Services Provided
Structural Assessment

Repair & Renovation
Structural Engineering

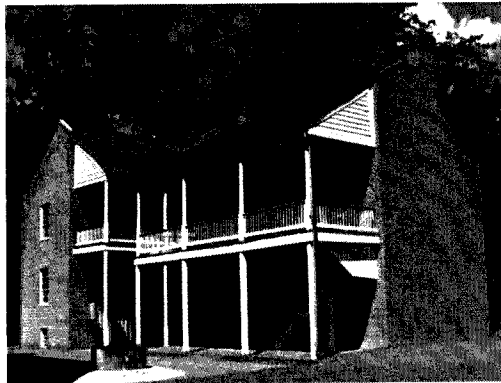
Civil/Site Design

Jefferson College, located in Washington, MS, is the second oldest military school in the United States, behind only West Point. It is also the site of the signing of the Mississippi Constitution in 1817 and the arraignment of Aaron Burr. The campus, with buildings dating back to 1819, is no longer the location of an operating military school, but is still an important part of Mississippi history.



With the bicentennial of the State of Mississippi approaching in 2017, now is the time to restore the original meeting place for the state legislature. Since the state took control of the property in the 1970's, minimal work has been performed to maintain the structures. In order to determine recommended repairs for each of the eight buildings on the campus, a structural condition assessment was performed on each building. The investigation included identifying the type of construction, existing condition and recommended repairs and strengthening for each building. A

report was provided outlining each of these items along with an opinion of probable cost for the recommended work.



Due to financing, the campus will be renovated in phases as funding becomes available. In the first phase of work, emergency structural repairs to the East Wing, West Wing and President's House are being addressed.

The repairs to the President's house include replacing rotten wood and strengthening the first floor by the addition of brick pilasters and wood beams. The East and West Wing work includes repairing rotten floors and addressing exterior wall movements by attaching the exterior walls to the masonry cross walls and each floor. Future phases are planned to include floor strengthening and architectural restorations of the buildings in order to allow public access to more locations on campus.

In addition to restoration of the buildings located on campus, a new gravel roadway with concrete handicap parking areas was designed to provide vehicular access to the buildings. Drainage improvements will also be performed to correct ongoing erosion and drainage issues.

Heber Ladner Building

Location
Jackson, MS

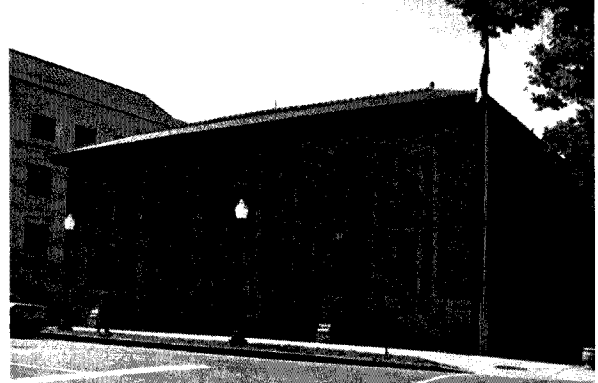
Project Cost
\$750,000

Construction Dates
Completed 2015

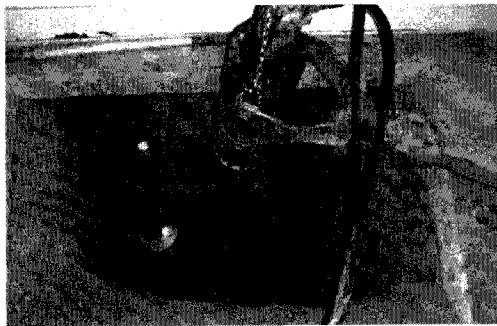
Services Provided
Structural Assessment

Repair & Renovation
Structural Engineering

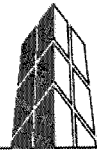
Laird Engineers, Inc. was tasked with performing an in-depth structural evaluation of the Mississippi Secretary of State's office, located in the Historic Heber Ladner Building. The historic building was showing signs of severe foundation and structural movement and extensive damage to the interior architectural finishes. Our staff was selected as the prime consultant by the Mississippi Bureau of Buildings for the emergency repairs, and we interfaced with the Mississippi Department of Archives and History to ensure the historic fabric of the building was maintained.



The two-story Heber Ladner Building was constructed in 1924 of a concrete slab-on-grade and concrete and steel frames. Over the years, the structure has experienced significant differential movements throughout the building, causing cracks in the architectural features of the building. An investigation was performed to determine the appropriate solution for repairing and stabilizing the building. Following the recommendations of the structural investigation, Laird + Smithers designed the foundation underpinning using helical piles, and the concrete slab-on-grade was leveled and stabilized using mudjacking. Once the structural repairs were complete and the building was stabilized, the interior finishes of the building were repaired. The existing clay tile roof was repaired using Ludowici clay tile to match the existing historic roof.



The study and causal analysis began in February 2014. Recommended repairs, scope of renovation and estimated cost was presented to the MS Bureau of Buildings in June 2014. Construction documents incorporating the recommended repairs were completed in August 2014, and the project was awarded in nine separate phases as an emergency project, in order to fast track completion of the repairs and renovation. The Secretary of State's staff returned to their offices when the building reopened in December 2014. Laird + Smithers was congratulated by the Secretary of State's Office, Department of Finance and Administration, MS Bureau of Buildings and the MS Department of Archives and History for completing such a fast-paced project while meeting all the goals and schedule of the Secretary of State's office.



LAIRD ENGINEERS, INC
Engineers and Consultants

June 7, 2022

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

REFERENCE: PROPOSAL FOR STRUCTURAL ENGINEERING SERVICES
STRUCTURAL SURVEY & CONDITION ASSESSMENT
MARY C. O'KEEFE CULTURAL CENTER
1600 GOVERNMENT STREET, OCEAN SPRINGS, MS

Dear Ms. Martin:

Laird Engineers, Inc. is pleased to submit this proposal for structural engineering services for the above referenced project. References herein to the Engineer refer to Laird Engineers, Inc., and references to the Client refer to the City of Ocean Springs.

- A. Scope of work: The Engineer shall provide structural engineering services to assist the Client with the rehabilitation of areas in and around the exterior windows, in compliance with recommendations developed by George T. Fore's Condition Report. The Engineer will provide oversight to identify, design, and confirm structural work required to maintain and improve the structural integrity of the building, with respect to the lintels that will be exposed during the rehabilitation of the exterior windows. A complete Structural analysis of the building will not be performed. The Engineer requests that the Client or the Clients selected Contractor provide assistance with ladders, lifts, scaffolding, measurements, and other necessary assistance the Engineer may require.
- B. Services to be provided by the ENGINEER to the CLIENT:
1. Visual observations of the existing structural condition as exterior is removed for rehabilitation. Engineer will make site visits within three days of notice.
 2. Measurements of existing structural elements and other items necessary to prosecute the recommendations contained in George T. Fore's Condition Report.
 3. Participate in Conferences with Client to develop appropriate structural repair concepts as may be required.
 4. Make recommendations for structural stabilization during rehabilitation.

5. Provide design of replacement/repair of structural components.
6. Provide oversight of recommended structural repairs.
7. Provide an opinion of probable cost for the recommended repairs.

C. Services to be provided by the CLIENT to the ENGINEER:

1. Provide existing architectural and structural plans, if available.
2. Call to the Engineer’s attention any and all deficient areas which have previously been identified by the Client or other agents of the Client.
3. Provide assistance to the Engineer as may be required to access selected areas of the existing structure.
4. Cut tall grass, weeds, and shrubs around building, and rid building of any pests or rodents, including but not limited to wasps, prior to commencement of study.

D. Payment for Services:

1. For the engineering services outlined in sections “A” and “B” regarding the Structural Engineering Services, the Engineer shall be paid on a time and materials basis in accordance with our *Hourly Rate Schedule for Professional Services* in effect at the time (currently 2022); see attachment. Reimbursable expenses will be added.
2. For additional services requested by the Client, including but not limited to, changes in the scope of work, unforeseen latent conditions, etc., Laird Engineers, Inc. shall be paid in accordance with our *Hourly Rate Schedule for Professional Services* in effect at the time (currently 2022); see attachment. Reimbursable expenses will be added.
3. No monies shall be deducted from the Engineer’s fee without prior written consent.

E. General Terms and Conditions:

1. The Engineer will strive to perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement or in any report, opinion, document, or otherwise.
2. Client shall provide all criteria and full information as to his requirements for the Project, including budgetary limitations. Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the project. Client shall give prompt written notice to the Engineer whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of

Engineer’s services, or any defect or nonconformance in the work of any construction contractor.

3. Any reuse of project documents, without written verification or adaption by Engineer, shall be at Client’s sole risk, and Client shall defend, indemnify and hold harmless Engineer from all claims, damages, losses, and expenses, including attorney’s fees arising out of or resulting therefrom.
4. The Engineer cannot and does not guarantee that proposals, bids or actual construction costs will not vary from his opinions or estimates of construction costs.
5. This Agreement, in whole or in part, may be terminated for convenience by either party upon thirty day’s written notice. Upon termination by either party, the Client shall pay the Engineer for all work and services rendered, up to the time of the notice of termination, in accordance with the terms, limits and conditions of this Agreement.
6. Client shall indemnify and hold harmless Engineer from Engineer’s loss or expense, including reasonable attorney’s fees, for claims for personal injuries (including death) or property damage to the extent caused by the sole negligent act, error or omission of the Client.
7. In the event the Engineer is required by the Client or other third party to provide testimony, answer interrogatories or otherwise provide information in preparation for or at a trial, hearing, proceeding on inquiry arising out of the services that are the subject of this Agreement, where Engineer is not a party to such proceeding, Client will compensate Engineer for its services and reimburse Engineer for all related direct costs incurred in connection with providing such testimony.
8. The Engineer shall indicate to the Client the information needed for rendering of services hereunder. The Client may elect to provide this information (including services by others) to the Engineer. In this case, the Client recognizes that the Engineer cannot assure the sufficiency of such information. Accordingly, the Engineer shall not be liable for any claims for injury or loss arising from errors, omissions or inaccuracies in documents or other information provided by the Client. In addition, the Client agrees to compensate the Engineer for any time spent or expenses incurred in defending such claim or in making revisions to his work as a direct or indirect result of information provided by the Client which is insufficient.
9. Client recognizes that utilities which will affect the project and project design will be located by information provided by the Client, project owner, utility companies and others not employed by or under supervision of the Engineer. In that these utility locations and sizes are based on information provided by others, the Engineer cannot and does not warrant their completeness and accuracy. Accordingly, the Engineer shall not be liable for injury or loss arising from errors, omissions or inaccuracies in documents or other information provided to the Engineer by others not employed by or under supervision of the Engineer.

10. If the Client knows or has any reason to assume or suspect that hazardous materials may exist at the project site, he will inform Engineer in writing prior to initiation of services under this Agreement. Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Client agrees that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. Engineer agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. Client waives any claim against Engineer and agrees to indemnify, defend and hold Engineer harmless from any claim or liability for injury or loss arising from Engineer’s encountering unanticipated hazardous materials or suspected hazardous materials. Client also agrees to compensate Engineer for any time spent and expenses incurred by Engineer in defense of any such claim.

11. When construction phase services are included in the Agreement, Engineer will provide personnel to evaluate whether construction is in general accordance with the construction contract, but not to perform detailed observations or inspections of the work.

Engineer is not a guarantor or insurer of the contractor’s work; the contractor is solely responsible for the accuracy and adequacy of construction and for all other activities performed by the contractor, including the means and methods of construction; supervision of personnel and construction; control of machinery; false work, scaffolding, and other temporary construction aids; safety in, on, and about the job site; and compliance with OSHA and all other applicable regulations. Engineer’s evaluation of the contractor’s performance will not include review or observation of the adequacy of the contractor’s safety measures or of safety conditions on the project site nor of contractor’s means or methods of construction.

12. The Client recognizes that Engineer’s fee includes an allowance for funding a variety of risks which affect the Engineer by virtue of his agreeing to perform services on the Client’s behalf. One of these risks stems from the Engineer’s potential for human error. In order for the Client to obtain the benefits of a fee which includes a lesser allowance of risk funding, the Client agrees to limit the Engineer’s liability to the Client and all construction contractors arising from the Engineer’s professional acts, errors or omissions, such that the total aggregate liability of the Engineer to all those named shall not exceed the Engineer’s total fee for services rendered on this project.

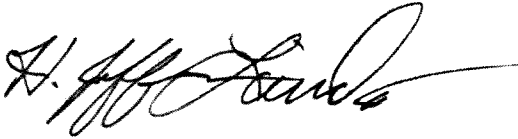
13. The Client should be aware that modifications and/or additions to existing structures may lead to unforeseen problems in the original structural components. These situations are not predictable by the Engineer. However, if this situation arises, the Engineer will work with the Client and/or his agents to resolve the matter as economically as possible. Any such additional work will be billed on an hourly basis in accordance with the *Hourly Rate Schedule for Professional Services* in effect at the time (currently 2022); see attachment.

City of Ocean Springs – Mary C. O’Keefe Cultural Center
June 7, 2022
Page 5

We appreciate the opportunity to be of service to you and continuing our relationship. If the terms of this Agreement are acceptable to you, please sign both copies and return one to us for our records; this letter shall constitute our Agreement for the above referenced Project.

Sincerely,

LAIRD ENGINEERS, INC.

A handwritten signature in black ink, appearing to read 'H. Jefferson Laird III', with a long horizontal flourish extending to the right.

H. Jefferson Laird III, P.E., LEED AP BD+C
Principal

HJL/lbl

Enclosure

ACCEPTED: _____
City of Ocean Springs

DATE: _____

LAIRD ENGINEERS, INC.

2022 RATE SCHEDULE FOR PROFESSIONAL SERVICES

POSITION	HOURLY RATE
Project Manager	\$185.00
Senior Project Engineer/Architect	\$150.00
Project Engineer	\$125.00
Graduate Engineer	\$110.00
Engineering Technician	\$100.00*
Administrative/Clerical	\$61.50*

* Hourly rates indicated for these non-exempt classifications apply to regular time. If overtime work is required to meet client's schedule, Laird Engineers, Inc. reserves the right to negotiate overtime rates.

REIMBURSABLE EXPENSE SCHEDULE

EXPENSE	COST
Vehicle Mileage	\$0.585/mile

All other expenses, including contract reproduction/printing, travel and subsistence, parking, communications, equipment rental, postage and overnight mail, and supplies will be reimbursed at actual cost.

Carolyn Martin

From: Carolyn Martin
Sent: Wednesday, June 15, 2022 2:56 PM
To: Sarah Harris
Cc: Kenny Holloway
Subject: MCOK Structural Engineer
Attachments: 06-21-22_BD_MCOK StructuralEng_Laird_auth proposal_combined.pdf

Sarah,

See the attached memo for Tuesday's agenda regarding the structural engineer for the MCOK.

Also – I heard from Lydia today. She should have feedback from Mingo by tomorrow on any change in materials that would be required. Once we get that we can talk to Omar about scheduling before a PO is issued.

Thanks,
Carolyn

Carolyn A. Martin

Planning & Grants Administrator



City of Ocean Springs

1018 Porter Avenue / Ocean Springs, MS 39564

Ph: 228-230-1969

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

1018 Porter Avenue
Ocean Springs, MS 39564
FX 228.875.7249

Kenny Holloway
Mayor
228.875.6722

Bobby Cox
Alderman at Large

Jennifer Burgess
Alderman Ward 1

Rickey Authement
Alderman Ward 2

Kevin Wade
Alderman Ward 3

Ken Papania
Alderman Ward 4

Robert Blackman
Alderman Ward 5

Michael (Mike) Impey, II
Alderman Ward 6

City Hall
228.875.4236

Police Department
228.875.2211

Fire Department
228.875.4063

Public Works
228.875.3955

Water Department
228.875.4176

Community Development
and Planning
228.875.4415

Building Department
228.875.6712

Human Resources
and Risk Management
228.872.3338

Parks and Recreation
228.875.8665



City of Ocean Springs

Memorandum

To: Honorable Mayor and Board of Aldermen

From: Carolyn Martin, Planning and Grants Administrator

Date: June 21, 2022

Re: R-109-282-07-KCR: Parktown Area Improvements / Katrina Disaster Recovery Funds (KCDBG)

**Authorization to Reject All Bids and to Re-advertise
Authorization to Execute Contract Amendment #2 with Compton
Engineering, Inc. for Services Related to 2nd Re-Bid Services**

Following completion of Schedule #1 for the above referenced project, the remaining three schedules were approved to be re-advertised as part of the October 5, 2021 Regular Meeting agenda. These bids were received on June 2, 2022.

However, per the attached letter from Compton Engineering, one was withdrawn for mathematical errors and the remaining were non-compliant with the Section 3 requirements. Therefore, the work must be re-advertised.

To facilitate this activity, Compton Engineering has submitted the attached contract amendment to include re-packaging the bid package drawings and manual, provide bid phase services, and the additional construction phase administration related to an additional contract. The additional cost total **\$4,000**.

At this time we anticipate having sufficient funds in the project budget. This will be re-evaluated once the new set of bids are received. I respectfully request authorization to re-advertise the remaining schedules and for the mayor to execute the attached Addendum for Engineering Services as described.

EXHIBIT # 8-P

www.OceanSprings-MS.gov



COMPTON ENGINEERING, INC.

ENGINEERING, SURVEYING & ENVIRONMENTAL SERVICES

156 Nixon Street
Biloxi, MS 39530

Phone: 228.432.2133
Fax: 228.432.8149

comptonengineering.com

June 13, 2022

Ms. Carolyn A. Martin
Planning & Grants Administrator
City of Ocean Springs
P.O. Box 1800
Ocean Springs, MS 39566-1800

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

Dear Ms. Martin:

Bids were received on June 2, 2022 for the above referenced project. One of the bids received was withdrawn by the Contractor due to mathematical errors. The remaining bids did not comply with the Section 3 Requirements for bidders (outlined in Sections 00090 and 00810 of the Contract Documents) as determined by the funding agency. As a result, no bids received were deemed responsive.

It is our recommendation that we reject the bids received and re-advertise the project.

If you have any questions or require additional information, please give me a call.

Sincerely,

COMPTON ENGINEERING, INC.

W. Andrew Douglass, P.E.
Project Engineer

WAD/cf

pc: Joey Duggan, Compton Engineering, Inc.

PASCAGOULA

BILOXI

BAY ST. LOUIS



COMPTON ENGINEERING, INC.

ENGINEERING, SURVEYING & ENVIRONMENTAL SERVICES

156 Nixon Street
Biloxi, MS 39530

Phone: 228.432.2133
Fax: 228.432.8149

comptonengineering.com

June 10, 2022

Ms. Carolyn A. Martin
Planning & Grants Administrator
City of Ocean Springs
P.O. Box 1800
Ocean Springs, MS 39566-1800

Re: **Addendum No. 3** for Professional Services for Five Grant Applications
Bills Avenue, Parktown, Fort Bayou, and Simon/Ogden/White Areas
(C.E. Job No. 219-022B)

Dear Ms. Martin:

Compton Engineering is under contract for design, bid, and construction phase services associated with several projects being funded through the Katrina Community Development Block Grant (KCDBG). Bids were received for the Parktown Area Drainage Improvements (Ph. 2); however, all bids were recommended to be rejected as the bids received were either withdrawn by the Contractor due to mathematical errors or the bids did not comply with the Section 3 Requirements as outlined by the funding agency. Compton Engineering was requested to provide a contract addendum to provide additional services to repackage and rebid the project.

Compton Engineering offers the following proposed additional services and scope of work.

Basic Additional Services

1. Design Services to include repackaging the documents previously bid for the project to re-bid. This shall include updating the current bid package drawings and project manual for re-bid services.
2. Bid Phase Services (Re-Bid) to include bid administration and assistance in advertising the project. Compton will receive, review, and evaluate the bids received on the Project and make a recommendation for award to the lowest responsible, responsive, qualified bidder.
3. Additional services for Construction Administration Services are not provided in this Addendum as these services are included under previous agreements for the project.

Professional Fee Summary

Compton Engineering proposes an amendment to the existing agreement to include the additional services. The additional work will be provided on a lump sum basis. Based on our understanding of the project, we offer the following fees:

Professional Service Fees:

Parktown Area:

Additional Design Services (Re-Bid)	\$ 1,000.00
Additional Bid Phase Services (Re-Bid)	<u>\$ 3,000.00</u>
	\$ 4,000.00

Any deviation of said scope of work may require an adjustment in the professional fees.

PASCAGOULA

BILOXI

BAY ST. LOUIS

Schedule & Billing

Compton will bill monthly for the work performed up to the billing cut-off date. We will begin work within seven (7) days of receipt of an executed agreement and complete the documents within up to seven (7) days. Payment for our services will be due within 45 days of the invoice date and is not dependent on any factor except our ability to provide the services in accordance with generally accepted standards of our profession. These services will be provided in accordance with Exhibit A, General Terms and Conditions.

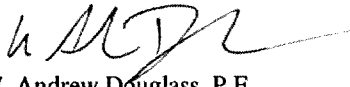
General Terms and Conditions

The original Agreement, this Addendum, and the General Terms and Conditions (Exhibit A) represent the entire understanding between the City of Ocean Springs and Compton Engineering with respect to the services to be provided and may only be modified in writing by both parties. If this proposal is satisfactory, please sign two copies in the space provided and return one to us.

We appreciate the opportunity to provide these services and look forward to working with you on this project.

Sincerely,

COMPTON ENGINEERING, INC.



W. Andrew Douglass, P.E.
Project Engineer

WAD/cf

cc: Joey Duggan, Compton Engineering, Inc.

Attachments

Accepted: CITY OF OCEAN SPRINGS

Signature: _____

Date: _____

Name/Title: _____

City of Ocean Springs' Designated Contact Person:

Compton Engineering's Designated Contact Person:

W. Andrew Douglass, P.E.

EXHIBIT A

GENERAL TERMS AND CONDITIONS (REV1)

1. **Relationship Between Engineer and Client.** Engineer shall serve as Client's professional engineering consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client.
2. **Responsibility of the Engineer.** Engineer will strive to perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any agreement between the Client and any other party concerning the Project, the Engineer shall not have control of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction; or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any contractor or subcontractor, or any other engineer, architect or consultant not under contract to the Engineer to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project.

Engineer shall determine the amounts owing to the construction contractor and recommend in writing payments to the contractor in such amounts. By recommending any payment, the Engineer will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made to check the quality or quantity of the contractor's work.

3. **Responsibility of the Client.** Client shall provide all criteria and full information as to his requirements for the Project, including budgetary limitations. Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project.

Client shall give prompt written notice to the Engineer whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Engineer's services, or any defect or nonconformance in the work of any construction contractor.

Client shall examine all documents presented by Engineer, obtain advice of an attorney or other consultant as Client deems appropriate for such examinations and provide decisions pertaining thereto within a reasonable time so as not to delay the services of the Engineer.

4. **Designation of Authorized Representatives.** Each party shall designate one or more persons to act with authority in its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party.
5. **Ownership of Documents.** Drawings, specifications, reports and any other documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be the property of the Client. Engineer shall have the right to retain copies of all documents and drawings for its files.
6. **Reuse of Documents.** All documents, including drawings and specifications furnished by Engineer pursuant to this Agreement, are intended for use on the Project only. They should not be used by Client or others on extensions of the Project or on any other project. Any reuse, without written verification or adaption by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses and expenses, including attorney's fees arising out of or resulting therefrom.
7. **Opinions of Cost.** Since the Engineer has no control over the cost of labor, materials, equipment or services furnished by the contractor, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, the Engineer cannot and does not guarantee that proposals, bids or actual construction costs will not vary from his opinions or estimates of constructions costs.
8. **Changes.** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments; and Engineer and Client shall negotiate appropriate adjustments in fee and/or schedule acceptable to both parties to accommodate any changes.
9. **Delays.** If the Engineer's services are delayed by the Client, or for other reasons beyond the Engineer's control, for more than one year, the fee provided for in this Agreement shall be adjusted equitably.
10. **Subcontracts.** Engineer may subcontract portions of the services, but each subcontractor must be approved by Client in writing.
11. **Suspension of Services.** Client may, at any time, by written order to Engineer, require Engineer to stop all, or any part, of

the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. Client, however, shall pay all costs associated with suspension including all costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension of work order. Engineer will not be obligated to provide the same personnel employed prior to suspension when the services are resumed in the event the period of any suspension exceeds 30 days. Client will reimburse Engineer for the costs of such suspension and remobilization.

12. Termination. This Agreement may be terminated by either party upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.

13. Notices. Any notice or designation required to be given by either party hereto shall be in writing and, unless receipt of such notice is expressly required by the terms hereof, it shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereinafter furnish to the other party by written notice as herein provided.

14. Indemnification. Engineer shall indemnify and hold harmless Client from Client's loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage arising out of the sole negligent act, error or omission of Engineer.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties) which caused the personal injury or property damage.

Client shall not be liable to the Engineer, and the Engineer shall not be liable to the Client, for any special, incidental or consequential damages, including, but not limited to, loss of use and loss of profit, incurred by either party due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the Client or the Engineer or their employees, agents or subcontractors, by reason of services rendered under this Agreement.

15. Legal Proceedings. In the event Engineer's employees are at any time required by Client to provide testimony, answer interrogatories or otherwise provide information ("testimony") in preparation for or at a trial, hearing, proceeding on inquiry ("proceeding") arising out of the services that are the subject of this Agreement, where Engineer is not a party to such proceeding, Client will compensate Engineer for its services and reimburse Engineer for all related direct costs incurred in connections with providing such testimony. This provision shall be of no effect if the parties have agreed in a separate agreement of an amendment to this Agreement to terms which specifically supersede this provision, nor shall this provision apply in the event Client engages Engineer to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.

16. Successors and Assigns. The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.

17. Insurance. Within the context of prudent business practices, Engineer shall endeavor to maintain workmen's compensation and unemployment compensation of a form and in an amount as required by state law; comprehensive general liability with maximum limits of \$500,000/\$1,000,000; automotive liability with maximum limits of \$500,000/\$500,000; and professional liability insurance with an annual limit of \$500,000. Client recognizes that insurance market is erratic and Engineer cannot guarantee to maintain the coverages identified above.

18. Information Provided by the Client. The Engineer shall indicate to the Client the information needed for rendering of services hereunder. The Client may elect to provide this information (including services by others) to the Engineer. In this case, the Client recognizes that the Engineer cannot assure the sufficiency of such information. Accordingly, the Engineer shall not be liable for any claims for injury or loss arising from errors, omissions or inaccuracies in documents or other information provided by the Client. In addition, the Client agrees to compensate the Engineer for any time spent or expenses incurred in defending such claim or in making revisions to his work as a direct or indirect result of information provided by the Client which is insufficient.

19. Subsurface Conditions and Utilities. Client recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of Engineer or Engineer's subconsultants with appropriate equipment may fail to detect certain hidden conditions. Client also recognizes that actual environmental, geological and geotechnical conditions that Engineer properly inferred to exist between sampling points may differ significantly from those that actually exist.

Engineer will locate utilities which will affect the project from information provided by the Client and utility companies and from Engineer's surveys. In that these utility locations are based, at least in part, on information from others, Engineer cannot and does not warrant their completeness and accuracy.

- 20. Hazardous Materials.** When hazardous materials are known, assumed or suspected to exist at a project site, Engineer is required to take appropriate precautions to protect the health and safety of his personnel, to comply with the applicable laws and regulations and to follow procedures deemed prudent to minimize physical risks to employees and the public. Client hereby warrants that, if he knows or has any reason to assume or suspect that hazardous materials may exist at the project site, he will inform Engineer in writing prior to initiation of services under this Agreement.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Client agrees that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. Engineer agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. Client waives any claim against Engineer and agrees to indemnify, defend and hold Engineer harmless from any claim or liability for injury or loss arising from Engineer's encountering unanticipated hazardous materials or suspected hazardous materials. Client also agrees to compensate Engineer for any time spent and expenses incurred by Engineer in defense of any such claim.

- 21. Risk Allocation.** The Client recognizes that Engineer's fee includes an allowance for funding a variety of risks which affect the Engineer by virtue of his agreeing to perform services on the Client's behalf. One of these risks stems from the Engineer's potential for human error. In order for the Client to obtain the benefits of a fee which includes a lesser allowance for risk funding, the Client agrees to limit the Engineer's liability to the Client and all construction contractors arising from the Engineer's professional acts, errors or omissions, such that the total aggregate liability of the Engineer to all those named shall not exceed \$50,000 or the Engineer's total fee for the services rendered on this project, whichever is greater.

- 22. Anticipated Change Orders.** Client recognizes and expects that a certain amount of imprecision and incompleteness is to be expected in construction contract documents; that contractors are expected to furnish and perform work, materials and equipment that may reasonably be inferred from the contract documents or from the prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for; and that a certain amount of change orders are to be expected. As long as Engineer provides services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions, client agrees not to make any claim against Engineer for cost of these change orders unless these costs become a significant part of the construction contract amount. In no case will Client make claim against Engineer for costs incurred if the change order work is a necessary part of the Project for which Client would have incurred cost if work had been included originally in the contract

documents unless Client can demonstrate that such costs were higher through issuance of the change order than they would have been if originally included in the contract documents in which case any claim of Client against Engineer will be limited to the cost increase and not the entire cost of the change order.

- 23. Payment.** Engineer shall submit monthly statements to Client. Payment in full shall be done upon receipt of the invoice. If payments are delinquent after 45 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one percent per month. Payment for Engineer's services is not contingent on any factor except Engineers ability to provide services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.
- 24. Force Majeure.** Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control, including, but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
- 25. Compliance with Laws.** To the extent they apply to its employees or its services, the Engineer shall comply with all applicable United States, state, territorial and commonwealth laws, including ordinances of any political subdivisions or agencies of the United States, any state, territory or commonwealth thereof.
- 26. Separate Provisions.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.
- 27. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the principal place of business of the Engineer.
- 28. Amendment.** This Agreement shall not be subject to amendment unless another instrument is executed by duly authorized representatives of each of the parties.
- 29. Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgements or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.



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

1018 Porter Avenue
Ocean Springs, MS 39564
FX 228.875.7249

Kenny Holloway
Mayor
228.875.6722

Bobby Cox
Alderman at Large

Jennifer Burgess
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City of Ocean Springs

MEMORANDUM

TO: OS Mayor and Board of Aldermen

FROM: Carolyn Martin, Planning & Grants Administrator

DATE: June 21, 2022

**RE: FY22 MDAH Certified Local Government (CLG) Grant
Program Award – L&N Depot Rehabilitation Project
Authorization to Execute MOA**

The historic L&N Railroad Depot, located at 1000 Washington Avenue and currently occupied by the O.S Chamber of Commerce, is in urgent need of much needed exterior repairs, the most immediate of needs being painting and fixing soggy boards to preserve the integrity of this important Mississippi landmark. These immediate repairs will stabilize the building to allow a full evaluation of further rehabilitation and stabilization needs. Without the repairs, the integrity of both the interior and exterior of this historic structure is vulnerable.

The grant was approved for a total project cost of up to \$20,000 and requires a 50% match. The project will be done in coordination with the Chamber of Commerce, including the required match.

I respectfully request authorization for the mayor to execute the attached Grant Memorandum of Agreement to move forward with exterior improvements to the Historic L&N Railroad Depot currently occupied by the Ocean Springs Chamber of Commerce.

EXHIBIT # 8-9

www.OceanSprings-MS.gov

May 9, 2022

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

Dear Mayor Holloway:

At its meeting on May 6, 2022, the Board of Trustees of the Mississippi Department of Archives and History (MDAH) approved the following Fiscal Year 2022 Certified Local Government (CLG) grant award to the City of Ocean Springs:

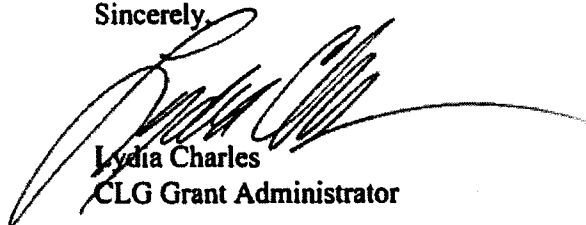
- \$10,000.00 Rehabilitation L & N Depot exterior

This grant has been allocated under the provisions of the National Historic Preservation Act.

Our office is preparing a Memorandum of Agreement (MOA) for your project, which will need to be executed by the City of Ocean Springs and MDAH before work can begin. You should receive the MOA no later than June 1, 2022. The grant period will run from the date the MOA is signed through August 1, 2023.

If you have any questions regarding the project, the MOA, or historic preservation in general, please do not hesitate to contact the Mississippi Department of Archives and History staff.

Sincerely,



Lydia Charles
CLG Grant Administrator

cc: Ms. Carolyn Martin, Planning & Grants Administrator

Memorandum of Agreement

THIS AGREEMENT between the Historic Preservation Division, **Mississippi Department of Archives and History**, hereinafter called MDAH, by and through the State Historic Preservation Officer, and the **City of Ocean Springs**, hereinafter called the Grantee, relates to a project to be undertaken by the Grantee, assisted by MDAH with a matching Certified Local Government grant-in-aid established under the National Historic Preservation Act of 1966, as amended, and administered through the National Park Service, US Department of the Interior.

MDAH and the Grantee agree as follows:

1. Work Program

This grant is for a rehabilitation project to be conducted on the L & N Railroad Depot Building in Ocean Springs, Jackson County. The Grantee shall carry out project work as specified in the "Work Program" for this project, which is hereby incorporated into and made a part of the Memorandum of Agreement as **Attachment A**.

The approved work program, products, and performance/reporting milestones may not be altered without prior written approval from the Certified Local Government Grants Administrator of the Historic Preservation Division, Department of Archives and History.

All products produced with assistance of this grant must be in compliance with the applicable Secretary of the Interior's *Standards for Archaeology and Historic Preservation*.

2. Period of Performance

All work carried out as part of this grant-assisted project shall be conducted between the latest date of the signature of either the State Historic Preservation Officer or the Mayor of Ocean Springs and **August 1, 2023**. **Extensions will not be given to late or incomplete projects.**

3. Compensation

Anticipated Project Cost: **\$20,000.00**

The Grantee is expected to be able to cover all costs incurred during the course of the project, prior to reimbursement of the grant funds. Compensation to the Grantee shall be on a *matching basis*. The Grantee is required to provide *at least* a 50% of match of the final project cost.

Subject to receipt of funds from the National Park Service and to successful completion of all project work activities, MDAH, agrees to *reimburse* the Grantee **\$ 10,000.00** or 50% of eligible final project costs, *whichever is less*, based on the following conditions:

- a. Submission of all project completion materials to MDAH, as outlined in Section 9 below no later than **August 1, 2023**. A Project Completion Report shall accompany the completed materials.
- b. **Two (2)** copies of an acceptable reimbursement request and auditable records, as specified in the Historic Preservation Fund Grants Manual, must be submitted to MDAH no later than **August 31, 2023**. Acceptable federal and nonfederal share supporting documentation needed to substantiate billing (i.e., timesheets, copies of front and back of canceled checks, etc.) must be submitted by Grantee prior to reimbursement.

- c. The Grantee agrees to maintain all financial and administrative documents and records pertaining to the full life-cycle of the grant, for a period of not less than five years after completion of the project. The State Department of Audit, the State Historic Preservation Officer, the National Park Service, the Department of the Interior, the Comptroller of the United States, and any of their duly authorized representatives shall have access to grant records for audit purposes.

4. Allowable Costs

Allowable costs are those costs documented to the satisfaction of MDAH, that conform to the approved project budget and that are determined by MDAH to:

- a. Meet federal requirements for the program;
- b. Be necessary and reasonable to the completion of project work;
- c. Have been incurred for project work during the period of the grant.

5. Personnel Selection

Project personnel shall have qualifications appropriate to the major work elements of the project, and may include Grantee staff members, private consultants, or university students and non-paid volunteers, if under the supervision of a qualified principal investigator who must have qualifications in the areas of history and architectural history, preferably with historic preservation experience.

The Grantee may utilize small purchase procedures (as specified in NPS-49, Chapter 17-Procurement Standards, H. 1.) when projects do not exceed \$100,000. Grantees shall further comply with state and local small purchase dollar limits. When the project exceeds the federal, state, or local amount, the Grantee must utilize competitive negotiation procedures (competitive sealed bids) for procurement of architectural/engineering professional services, whereby competitors' qualifications are evaluated, and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. Resumes, references, and past work experience may be evaluated to assess professional qualifications.

The Grantee shall maintain records sufficient to detail the significant history of procurement. These records shall include, but are not necessarily limited to, information pertinent to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejections, and the basis for the cost or price. Prior to reimbursement for expenditures, the Grantee must forward to the Department of Archives and History evidence of compliance with federal competitive procurement requirements for professional services and subcontracts.

6. Contracts

In addition to provisions defining a sound and complete procurement contract, any recipient of federal grant funds shall include the following contract provisions or conditions in all procurement contracts and subcontract as required by these provisions, Federal law or the National Park Service:

- a. Contracts other than small purchases shall contain provisions or conditions that will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanction and penalties as may be appropriate.
- b. All contracts shall contain suitable provisions for termination by the Grantee, including the manner by which it will be effected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

- c. All contracts awarded by the Grantee shall contain a provision requiring compliance with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
- d. All contracts and subgrants for construction or repair shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 USC 874) as supplemented in Department of Labor regulations (29 CFR Part 3). This Act provides that each contractor or subgrantee 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 Grantee shall retain the possibility of reprinting any publications by including in any consultant contract a requirement that the consultant waive any claim to a copyright.

7. Professional Supervision

The Grantee agrees to appoint a **project coordinator** whose professional qualifications have received prior approval of the Historic Preservation Division to ensure that the work conforms to the approved work program and to provide the necessary standard of professional conduct required for this project under the federal program regulations. The project coordinator will be responsible for completing the grant reports as outlined in Section 8 below and for ensuring that all project materials are submitted. The staff of the Historic Preservation Division will maintain regular contact with the project coordinator and will provide necessary and reasonable amounts of training, advice, or technical assistance as required for the successful completion of project work.

8. Reports

The Grantee will be required to submit Grant Progress Reports (both programmatic and fiscal) on **October 28, 2022; January 27, 2023; and April 28, 2023** as well as the Project Completion Report on **August 1, 2023** and the Reimbursement Request (with supporting materials) by **August 31, 2023**.

The Grantee shall contact MDAH's Certified Local Government Grants Administrator **immediately** if any situation should arise which will affect the timely or successful completion of this project and/or the final report of materials.

9. Project Completion Materials

The Grantee agrees to submit final completion materials and a summary narrative **Project Completion Report** by **August 1, 2023**, in a format consistent with the Secretary of the Interior's *Standards for Archaeology and Historic Preservation* and as specified by the Historic Preservation Division. Final competition materials for this project are as follows:

- Photos of completed work

The Grantee shall submit any materials or reports requiring review or revision by MDAH in a timely manner so as to ensure that final materials are submitted no later than **August 1, 2023**.

A final expense summary, due **August 31, 2023**, shall be detailed by each budget category and indicate which items were charged to each source of funding (federal and non-federal).

Any Grantee that is required to have an audit conducted in accordance with the Single Audit Act (A-128) shall submit to MDAH a copy of the audit (or audits) for the time period covered by this grant, within three months following completion of the audit(s).

10. Acknowledgment of Federal Assistance

Federal grant assistance shall be acknowledged in any public announcements, news releases, articles, publications, audio-visual materials, and pertinent presentations that the Grantee produces or initiates. The acknowledgment format is detailed in the **Attachment B** and shall substantially state that the project has been funded with the assistance of a matching grant-in-aid from the National Park Service of the US Department of the Interior, through the Mississippi Department of Archives and History, under provisions of the National Historic Preservation Act of 1966.

The copyright for any publication resulting from this agreement shall be available to the Grantee. The Grantee agrees to, and awards to the United States Government and its officers, agents, and employees acting within the scope of their official duties, a royalty-free, nonexclusive, and irrevocable license throughout the world for Government purposes, to publish, translate, reproduce, and use all subject data or copyrightable material based on such data covered by the copyright.

11. General Provisions

The Grantee agrees to comply with all federal and state laws and regulations concerning equal opportunity, affirmative action, and fair employment practices. The Grantee further agrees to comply with all applicable regulations, laws, policies, guidelines, and requirements of this federal grant program, including the Single Audit Act of 1984 for state and local governments or the audit requirements of OMB Circular A-110 for universities and nonprofit organizations. In addition to the terms detailed in this agreement, all federal requirements governing grants (OMB Circulars A-87 or A-122, A-102 or A-110, and A-128) are applicable. The Grantee agrees to abide by all assurances made part of this agreement as **Attachments C**.

Grant funds shall not be disbursed for any project of activity that does not evidence that:

- a. Planned work has been accomplished within the scope of the subgrant or contractual agreement summarized in the Work Program (**Attachment A**)
- b. Work was done according to the applicable Secretary's *Standards for Archaeology and Historic Preservation*.
- c. Work was done in accordance with the terms and conditions of the applicable Historic Preservation Fund grant.

In circumstances where funds are disbursed for ineligible activities, such costs shall be returned to the MDAH by the Grantee.

12. Termination of Agreement

This agreement may be terminated short of conclusion due to one of the following situations:

- a. Termination for Cause - MDAH may terminate any grant, in whole or in part, at any time before the date of completion, whenever it is determined that the Grantee has failed to comply with the terms and conditions of the grant. MDAH will promptly notify the Grantee in writing of the termination and the reasons for the termination, together with the effective date. Payments made to Grantees or recoveries by MDAH under grants terminated for cause will be in accordance with the legal rights and liabilities of the parties.
- b. Termination for Convenience - MDAH or the Grantee may terminate grants of subgrant projects in whole or in part when both parties agree that the continuation of the project would not produce beneficial results

commensurate with the further expenditure of funds. The two parties will agree upon the termination conditions, including the effective date, and in the case of partial terminations, the portion to be terminated.

- c. Termination by Grantee - The Grantee may unilaterally cancel the grant at any time prior to the first payment on the grant, although MDAH must be notified in writing. Once initiated, no grant finance with HPF assistance shall be terminated by a Grantee prior to satisfactory completion without the approval of MDAH. After the initial payment, the project may be terminated, modified, or amended by the Grantee only by mutual agreement of the Grantee and MDAH. Requests for termination prior to completion must fully explain the reasons for the action and detail the proposed disposition of the uncompleted work.

When a grant is terminated, the Grantee will not incur new obligations for the terminated portion after the effective date of termination. The Grantee will cancel as many outstanding obligations as possible. The MDAH will allow full credit to the Grantee for the federal share of the noncancelable obligations properly incurred by the Grantee prior to the termination. Costs incurred after the effective date of the terminations will be disallowed.

THIS AGREEMENT becomes effective upon signature of the parties below.

BY

Katie Blount
State Historic Preservation Officer

Date

BY

Honorable Kenny Holloway
Mayor of Ocean Springs

Date

Return to:

Lydia Charles
Certified Local Government Grant Administrator
Historic Preservation Division
Mississippi Department of Archives and History
P. O. Box 571
Jackson, MS 39205-0571

ATTACHMENT A: WORK PROGRAM

1. This project will involve exterior repairs to the south and west walls of the L&N Railroad Depot located at 1000 Washington Avenue. Exterior improvements will include the replacement of siding where necessary and painting.
2. Prior to the start of the project, MDAH requires a detailed plan from the chosen contractor that will explain the scope of work, materials used, estimated cost, and project timeframe. All proposed materials and methods will need official approval from MDAH via a cultural resource assessment.*

*In compliance with Section 106 of the National Historic Preservation Act (NHPA) of 1966 a cultural resource assessment is required for this project. To initiate a Section 106 review, please use the Request for Cultural Resource Assessment located on MDAH's website at < <http://mdah.state.ms.us/new/preserve/projectsection-106-review/>>.

ATTACHMENT B: Acknowledging Federal Assistance

Project Signage

There shall be erected at every grant assisted structure rehabilitation project a sign displayed in a prominent location while project work is in progress. The cost of signage, whether temporary or permanent, is an allowable project expenditure. Signs shall be maintained in good condition until work is completed.

EXAMPLE:

**THE MANSHIP HOUSE
RESTORATION**

**MISSISSIPPI STATE BUILDING COMMISSION, OWNER
THIS PROPERTY IS ADMINISTERED BY
THE MISSISSIPPI DEPARTMENT OF ARCHIVES AND HISTORY**

RESTORATION OF THIS PROPERTY WHICH IS LISTED ON THE NATIONAL REGISTER OF HISTORIC PLACES, AND IS A MISSISSIPPI LANDMARK, HAS BEEN FUNDED WITH THE ASSISTANCE OF A MATCHING GRANT-IN-AID FROM THE DEPARTMENT OF THE INTERIOR, CERTIFIED LOCAL GOVERNMENT PROGRAM UNDER THE PROVISIONS OF THE NATIONAL HISTORIC PRESERVATION ACT AMENDMENTS OF 1980.

**WILLIAM LAMPTON GILL, ARCHITECT CLYDE V. MAXWELL, STRUCTURAL ENGINEER
JAMES W. STOREY, MECHANICAL ENGINEER WINDSOR ENGINEERING, ELECTRICAL ENGINEER
O.L. ELLIS, JR., GENERAL CONTRACTOR**

Attachments C: ASSURANCES - CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application,
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED



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

1018 Porter Avenue
Ocean Springs, MS 39564
FX 228.875.7249

Kenny Holloway
Mayor
228.875.6722

Bobby Cox
Alderman at Large

Jennifer Burgess
Alderman Ward 1

Rickey Authement
Alderman Ward 2

Kevin Wade
Alderman Ward 3

Ken Papania
Alderman Ward 4

Robert Blackman
Alderman Ward 5

Michael (Mike) Impey, II
Alderman Ward 6

City Hall
228.875.4236

Police Department
228.875.2211

Fire Department
228.875.4063

Public Works
228.875.3955

Water Department
228.875.4176

Community Development
and Planning
228.875.4415

Building Department
228.875.6712

Human Resources
and Risk Management
228.872.3338

Parks and Recreation
228.875.8665



City of Ocean Springs

MEMORANDUM

To: Honorable Mayor and Board of Aldermen

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

Date: June 21, 2022

Re: HISTORIC PRESERVATION COMMISSION REPORT: 315 Front
Beach Drive/ PID No. 61260002.000 and 61260003.000 –
Request a Certificate of Appropriateness for the demolition of
accessory buildings. Applicant – Edward F. Aldridge

The Historic Preservation Commission (HPC) considered this request at its regular meeting on Thursday, June 16, 2022. The specific request is for approval of a Certificate of Appropriateness (COA) to allow the demolition of two detached cottages.

There were previously five (5) cottages on this property. Hurricane Katrina damaged three (3) of them in 2005. The HPC approved their demolition in November 2005. The applicant has provided photos of the existing structures and their condition. He also states that "Cottage number one is totally gutted with only wood frame showing, no sink, tub or commode. The roof has a hole in it and is about to fall. I have tried to repair this myself unsuccessfully. Cottage number two is just in general disrepair. Both took on lots of water during Katrina and were minimally cleaned up and have just been sitting. I have had a problem with a vagrant sleep in both cottage one and two." The Building Official has inspected both buildings and stated, "I recommend having both structures removed."

The HPC considered the information provided by the applicant and the report from the staff. A motion to recommend approval of the application passed UNANIMOUSLY with all members present voting YES and three members ABSENT.

Documentation related to the application is attached.

EXHIBIT # 8-r

www.OceanSprings-MS.gov

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

HISTORIC PRESERVATION COMMISSION REPORT

MEETING DATE: June 16, 2022

APPLICANT: Edward F. Aldridge – Property owner

REQUESTED ACTION: Approval of a Certificate of Appropriateness (COA) for demolition of accessory buildings within the Old Ocean Springs Historic District.

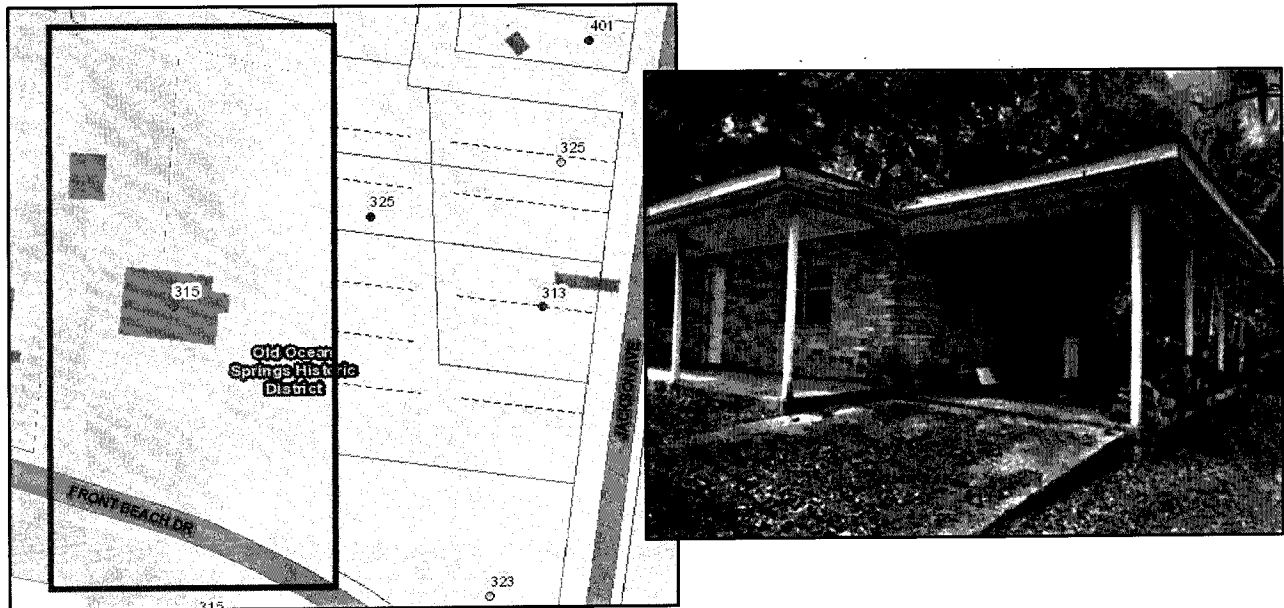
DATE OF APPLICATION: May 5, 2022

LOCATION: 315 Front Beach Drive / PID# 61260002.000 and 61260003.000

ADJACENT ZONING/LAND USE:

Subject Property:	R-1A, Special Apartment Use District; a single-family dwelling and accessory dwelling units;
North, East, West:	R-1, Single-Family Residential District; single-family dwellings;
South:	across Front Beach Drive; PUB district; Front Beach

VICINITY



MISS. DEPT. OF ARCHIVES AND HISTORY RESOURCE INVENTORY DESCRIPTION:

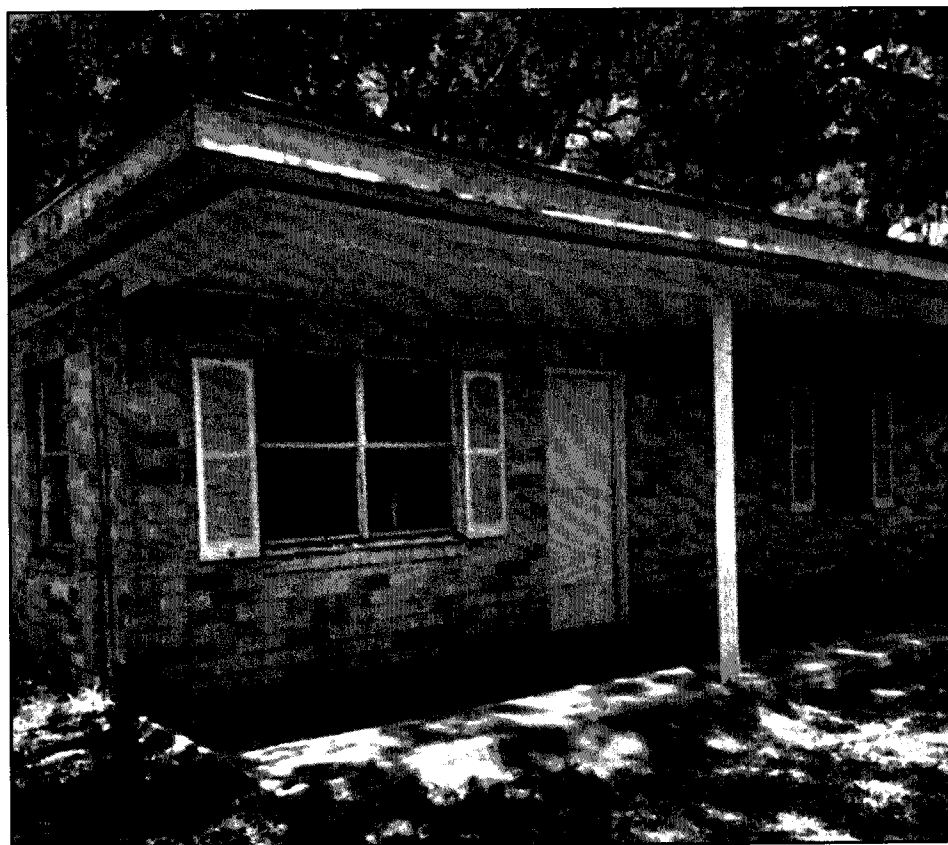
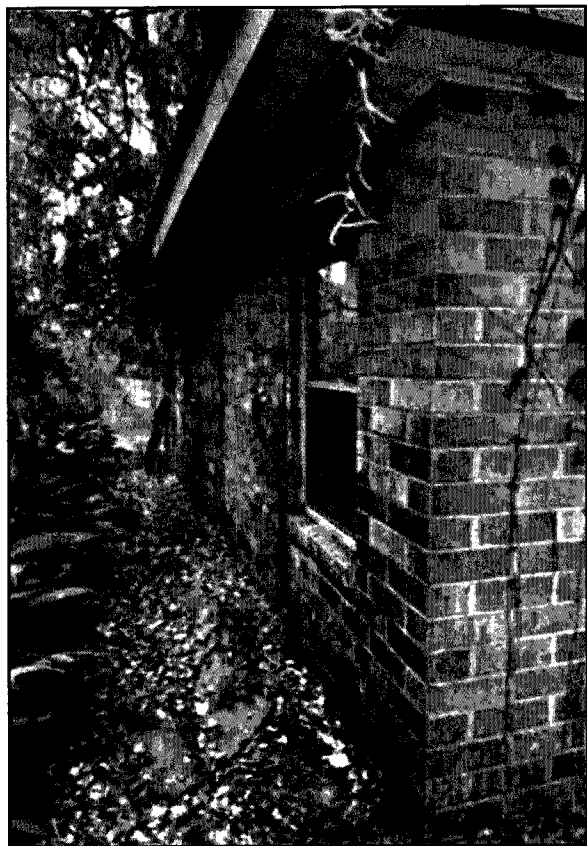
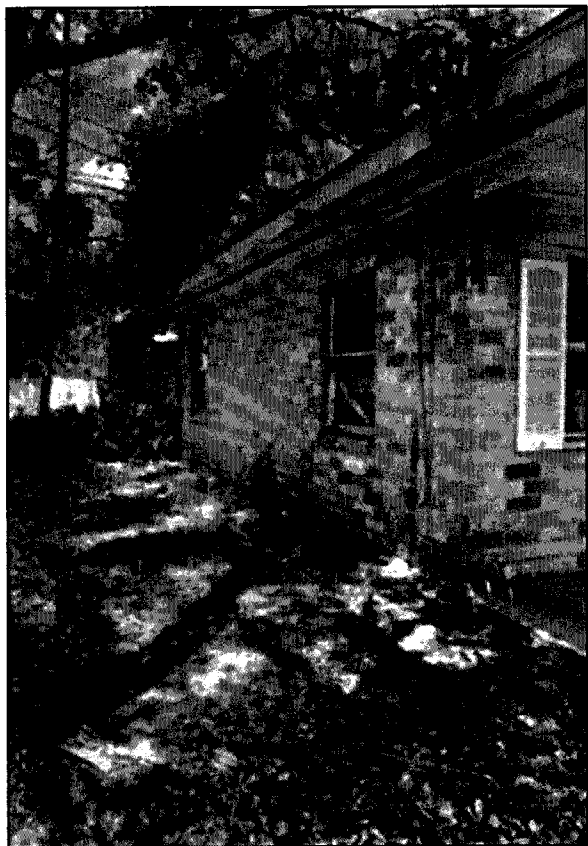
- The accessory dwellings are described as dating from 1909, when the owners “rented three cottages that were extant on their lot. These fully furnished cottages had electricity, lights, telephone, and artesian water.”

COA REQUEST: The owner requests approval to demolish the two (2) detached cottages. He notes that he intends to work with architect Henry Furr to re-build them to current codes.

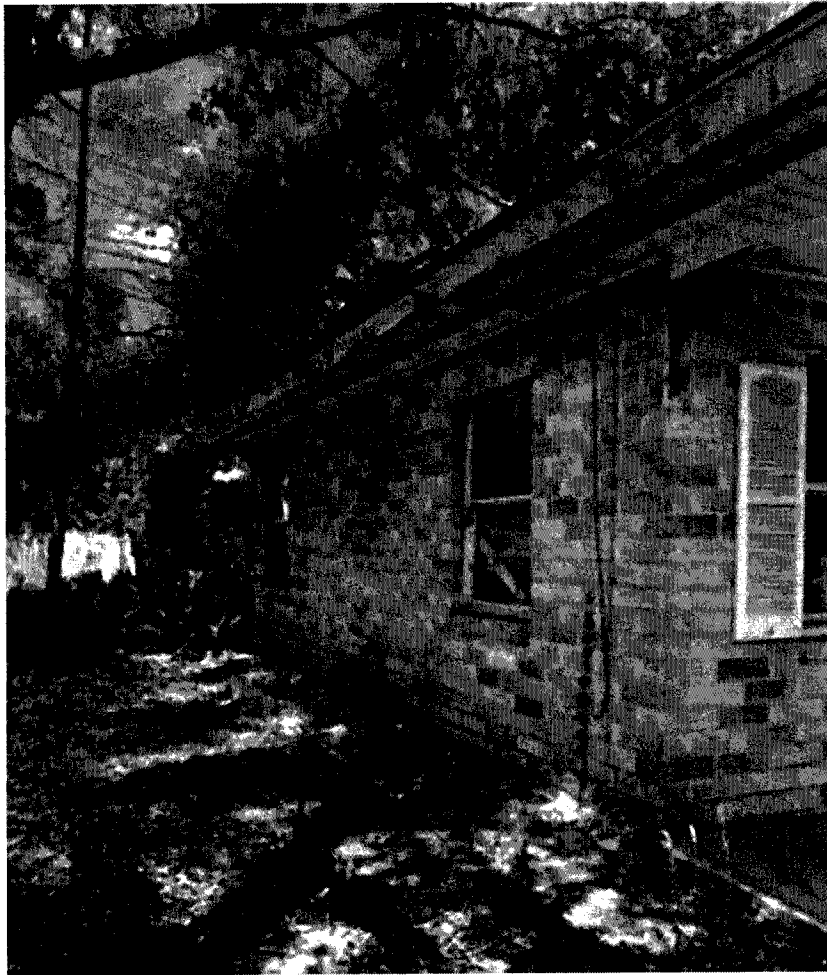
FINDINGS:

- The Unified Development Code (UDC) requires the following when considering an application for the demolition of a landmark or a resource within an historic district:
 - i. The individual historical or architectural significance of the resource.
 - ii. The importance or contribution of the resource to the aesthetics of the district.
 - iii. The difficulty or impossibility of reproducing such a resource because of its texture, design, material or detail.
 - iv. The proposed replacement structure and the future utilization of the site.
- There were previously five (5) cottages on this property. Hurricane Katrina damaged three (3) of them in 2005. In November 2005 the HPC approved their demolition.
- The applicant has provided photos of the existing structures and their condition. He also states that "The previous owners, the Jensen's, did not share any information other than suggested they be torn down due to their hazardous condition. Cottage number one is totally gutted with only wood frame showing, no sink, tub or commode. The roof has a hole in it and is about to fall. I have tried to repair this myself unsuccessfully. Cottage number two is just in general disrepair. Both took on lots of water during Katrina and were minimally cleaned up and have just been sitting. I have had a problem with a vagrant sleep in both cottage one and two."
- The Building Official has inspected both buildings and stated "I recommend having both structures removed. The structures main exterior wall support is clay bricks, that are separating due to age and possible foundation settlement, the wall separation is also allowing moisture and mold issues to the interior of the buildings. The structures exterior walls and roofs do not meet any lateral and uplift load requirements, this would almost be impossible to achieve but required if any repair work is allowed and permitted for these structures."
- The Old Ocean Springs Historic District is described as a large concentration of primarily street-oriented properties that is significant for its diversity of architectural styles, local stylistic adaptations and variety of building forms. Greek Revival, Queen Anne and Craftsman stylistic interpretations predominate upon Creole cottages, Planter's cottages, shotgun houses and bungalow forms.

PHOTOS PROVIDED BY APPLICANT:







STAFF RECOMMENDATION: Approval

PROPOSED MOTION: Recommend approval of a Certificate of Appropriateness for 315 Front Beach Drive for the demolition of 2 accessory dwellings described in the application.



City of Ocean Springs
HISTORIC PRESERVATION COMMISSION

ADDRESS: 1014 Porter Ave, Ocean Springs, MS. 39564 PH: (228)-875-4415 FAX: (228)-872-5427

— CERTIFICATE OF APPROPRIATENESS APPLICATION —

Application Date: _____
[Applications are due by the 7th of each month for consideration the FOLLOWING month.]

APPLICATION FEE: \$50.00 – Cash, Check (Payable to CITY OF OCEAN SPRINGS), C/C – 3% fee

***** APPLICANT MUST ATTEND HEARING *****

Property Address: 315 Front Beach

Property Owner(s): Edward F. Aldridge

Parcel ID Number: 61260002.000 Approximate Age of Home: 40yr.
61260003.000

ACCESS: Upon application submittal, City Officials and HPC Members are authorized to enter property to view proposal unless checked below.

☐ Check here if City Officials and HPC members **DO NOT** have permission to enter property.

Applicant [Check one]: ☐ Architect ☐ Contractor ☒ Owner ☐ Other _____

Name: Edward F. Aldridge

Address: 315 Front Beach

City: Ocean Springs, MS State: MS Zip: 39564

Phone: 228-875-8006 Email: ONCALLMEDICALCLINIC@yahoo.com

Property Owner [if Different]:

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

DIRECTIONS: Check box which best represents your request (more than one box may be checked), and **ATTACH** the corresponding checklist to help ensure a complete application.

- | | |
|---|---|
| ☐ New Construction, Additions, Extensive Renovation / Repair | ☐ Landscaping and Site Improvements (i.e. Fencing) |
| ☐ Minor Renovation / Repair | ☐ Signage |
| ☐ Exterior Painting (Contributing Structures Only) | ☒ Demolition |

PLEASE CHECK DISTRICT/LISTING _____



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

1018 Porter Avenue
Ocean Springs, MS 39564
FX 228.875.7249

Kenny Holloway
Mayor
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Bobby Cox
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Jennifer Burgess
Alderman Ward 1

Rickey Authement
Alderman Ward 2

Kevin Wade
Alderman Ward 3

Ken Papania
Alderman Ward 4

Robert Blackman
Alderman Ward 5

Michael (Mike) Impey, II
Alderman Ward 6

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Water Department
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Building Department
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Human Resources
and Risk Management
228.872.3338

Parks and Recreation
228.875.8665



City of Ocean Springs

MEMORANDUM

To: Honorable Mayor and Board of Aldermen

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

Date: June 21, 2022

Re: HISTORIC PRESERVATION COMMISSION REPORT: 703 Porter Ave./ PID No. 60137652.000 – Request a Certificate of Appropriateness for Minor Renovation/repair to the Building Exterior. Applicant – James L. Waller, contractor

The Historic Preservation Commission (HPC) considered this request at its regular meeting on Thursday, June 16, 2022. The specific request is to approve a Certificate of Appropriateness (COA) to:

- 1) Replace deteriorated lap siding with Hardi-Board (contractor cannot find wood lap siding);
- 2) Repair and re-build windows and replace panes while maintaining the same appearance;
- 3) Replace the garage doors. The existing garage doors are vertical tilt-up doors and the contractor has had difficulties in duplicating them;
- 4) Re-build block wall that was blown down by Katrina; and
- 5) Replace the aluminum screen door with a white screen door.

The HPC considered the information provided by the applicant and the report from the staff. A motion to recommend approval of the application passed UNANIMOUSLY with all members present voting YES and three members ABSENT.

Documentation related to the application is attached.

EXHIBIT #8-S

www.OceanSprings-MS.gov

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

HISTORIC PRESERVATION COMMISSION REPORT

MEETING DATE: June 16, 2022

APPLICANT: James L. Waller – contractor
Property owner – John Kendall

REQUESTED ACTION: Approval of a Certificate of Appropriateness (COA) for minor renovation/repair to the building exterior within the Old Ocean Springs Historic District.

DATE OF APPLICATION: May 5, 2022

LOCATION: 703 Porter Avenue / PID# 60137652.000

ADJACENT ZONING/LAND USE:

Subject Property: CMX-1, Neighborhood Commercial / Mixed Use District; a one and one-half story residential structure;

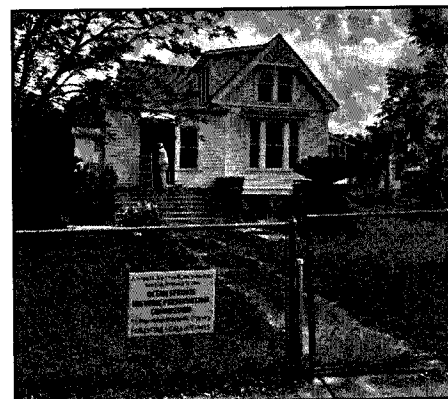
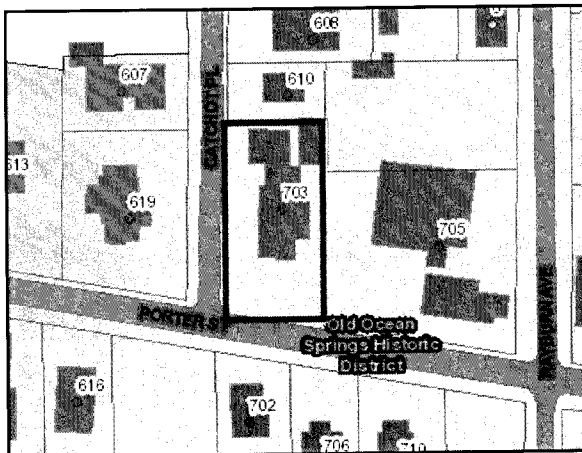
North: R-1, Single-Family Residential District; single-family dwellings;

South: across Porter Avenue, CMX-1, Neighborhood Commercial / Mixed Use District; dwellings and offices;

East: CMX-1, Neighborhood Commercial / Mixed Use District; St. John Episcopal Church;

West: across Catchot Avenue; CMX-1, Neighborhood Commercial / Mixed Use District; single-family dwellings.

VICINITY:



MISSISSIPPI DEPARTMENT OF ARCHIVES AND HISTORY (MDAH) RESOURCE INVENTORY DESCRIPTION:

- One and one-half story, frame, two-bay-wide (dw-www) multi-gable Eastlake house with an asymmetrical façade. The core is sheltered by a side-gable roof. Bay 2 is a front-gable wing with a shed roof dormer (later addition). Bay 1 is an enclosed flat partial-width porch that fills the left front (southwest) re-entrant angle. Windows are 1/1 vinyl dhs in single, pairs, and ribbons of 3. Features include sunburst truss work, modillions, and exposed rafters. The house has a brick pier foundation, clapboard siding, and an asphalt shingle roof. A hip roof wing projects from the rear (north). There is a hip-roof ell on the left (west) facade. A shed-roof screened porch has been added to the right (east) side. A two-story garage with apartment is attached to the rear (north) of the structure by a shed-roof hyphen.

COA REQUEST:

- Replace deteriorated lap siding with Hardi-Board (contractor cannot find wood lap siding).
- Repair and re-build windows and replace panes while maintaining the same appearance.
- Replace the garage doors. The existing garage doors are vertical tilt-up doors. The contractor is unable to duplicate them.
- Re-build block wall that was blown down by Katrina.

FINDINGS:

- The Old Ocean Springs Historic District is described as a large concentration of primarily street-oriented properties that is significant for its diversity of architectural styles, local stylistic adaptations and variety of building forms. Greek Revival, Queen Anne and Craftsman stylistic interpretations predominate upon Creole cottages, Planter's cottages, shotgun houses and bungalow forms.
- The applicant has provided photos of the building's existing conditions and features that are to be repaired.

SUMMARY:

- The proposed building modifications are consistent with the Old Ocean Springs Historic District Guidelines.

STAFF RECOMMENDATION: Approval

PROPOSED MOTION: Recommend approval of a Certificate of Appropriateness for 703 Porter Avenue for the building modifications described in the application.



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

1018 Porter Avenue
Ocean Springs, MS 39564
FX 228.875.7249

Kenny Holloway
Mayor
228.875.6722

Bobby Cox
Alderman at Large

Jennifer Burgess
Alderman Ward 1

Rickey Authement
Alderman Ward 2

Kevin Wade
Alderman Ward 3

Ken Papania
Alderman Ward 4

Robert Blackman
Alderman Ward 5

Michael (Mike) Impey, II
Alderman Ward 6

City Hall
228.875.4236

Police Department
228.875.2211

Fire Department
228.875.4063

Public Works
228.875.3955

Water Department
228.875.4176

Community Development
and Planning
228.875.4415

Building Department
228.875.6712

Human Resources
and Risk Management
228.872.3338

Parks and Recreation
228.875.8665



City of Ocean Springs

MEMORANDUM

To: Honorable Mayor and Board of Aldermen

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

Date: June 21, 2022

Re: HISTORIC PRESERVATION COMMISSION REPORT: 802 Iberville Drive/ PID No. 61030003.000 – Request a Certificate of Appropriateness for the installation of a fence. Applicant – Cay T. Wiser

The Historic Preservation Commission (HPC) considered this request at its regular meeting on Thursday, June 16, 2022. The specific request is for approval of a Certificate of Appropriateness (COA) for the installation of a 4-foot-tall aluminum fence along the east property line.

The HPC considered the information provided by the applicant and the report from the staff. A motion to recommend approval of the application passed UNANIMOUSLY with all members present voting YES and three members ABSENT. In addition, the HPC recommended approval of an appeal of the Unified Development Code's prohibition of fences on parcels without a principal structure.

Documentation related to the application is attached.

EXHIBIT # 8-1

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

HISTORIC PRESERVATION COMMISSION
Certificate of Appropriateness Report

APPLICANT(S): Cay T. Wiser

CURRENT OWNER? Yes ☒ No ☐

LOCATION: 802 Iberville Drive / PID# 61030003.000 / Indian Springs Historic District

REQUESTED ACTION: Approval of a Certificate of Appropriateness (COA) for the installation of a fence.

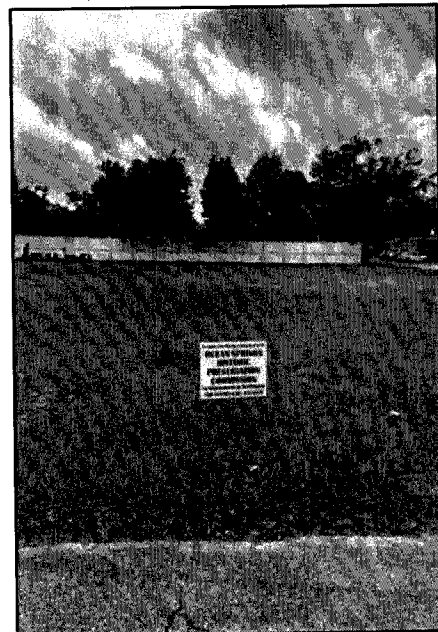
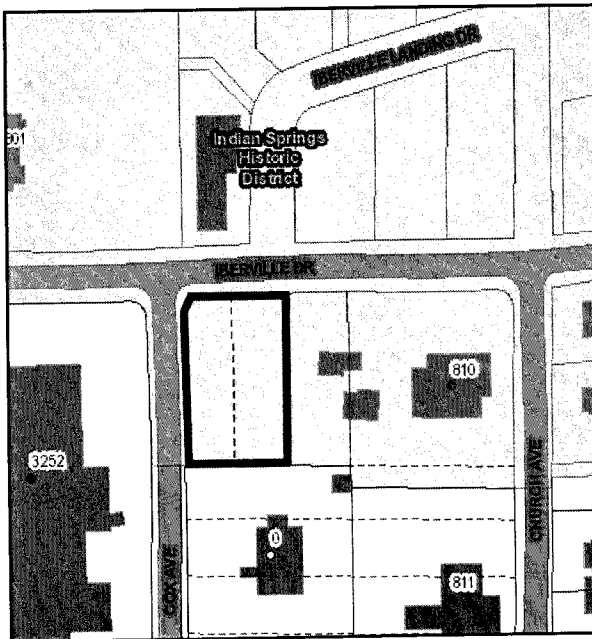
DATE OF APPLICATION: April 29, 2022

PUBLIC MEETING: Thursday, June 16, 2022 / 6:00 p.m.

EXISTING CONDITIONS: undeveloped.

DESCRIPTION OF COA: The owner requests a COA to install a 4-foot tall aluminum fence along the east property line.

VICINITY:



ADJACENT LAND USE:

Subject Property: RM-2, Multi-Family District – undeveloped parcel;
North: across Iberville Drive, RM-2, Multi-Family District – single-family dwellings in the Iberville Landing subdivision;
East: RM-2, Multi-Family District – undeveloped parcel;
West: M1, Manufacturing and Industrial District – PFG Precision Optics building;
South: CH, Regional Commercial District; restaurant.

COA CONSIDERATIONS:

- The Indian Springs Historic District is described as, “having a greater sense of informality in terms of layout than that of the other districts, this district encompasses a variety of residential architecture from the 1850s to the 1930s. The rehabilitation of many residences within this area for professional use reflects the modern movement to appreciate and reuse historic buildings within the community. The district is significant for its highly diverse concentration of architectural forms and styles, including somewhat free and individual interpretations and blends of Greek Revival, Queen Anne, Colonial Revival, and Craftsman styles,” according to the Historic District Guidelines.

FINDINGS:

- The proposed fence is four (4) feet tall with an open design similar to the fence recently approved by the HPC on the property to the east (810 Iberville Drive).
- The Unified Development Code (UDC) does not allow fences on undeveloped parcels such as this one. The proposed fence requires the approval from the Board of Aldermen of an appeal of the UDC’s regulations. There already is a fence along the parcel’s south property line.
- The Historic District Guidelines note that walls and fences are significant site elements in historic districts and that there are examples of wrought iron fences in historic districts. Backyard privacy fences are acceptable but should not extend forward of the centerline of the house and are best kept behind the rear of the building.

PROPOSED MOTIONS:

To approve a Certificate of Appropriateness for the installation of a 4 foot tall aluminum fence on the side (east) lot line of 802 Iberville Drive as described in the application.

ADDITIONAL RECOMMENDATION:

To recommend approval of an appeal of the Unified Development Code prohibition of fences on parcels without a principal structure.



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Ocean Springs, MS 39566-1800

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Ocean Springs, MS 39564
FX 228 875 7249

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Building Department
228.875.6712

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and Risk Management
228.872.3338

Parks and Recreation
228.875.8665



City of Ocean Springs

MEMORANDUM

To: Honorable Mayor and Board of Aldermen

From: Carolyn Martin, Planning and Grants Administrator
Allan Ladnier, Public Works Director
Sarah Harris, Project Manager

Date: June 21, 2022

**Re: MS Department of Finance and Administration State Bonds Related
to MS SB 2002 (BP Settlement) for Water/Sewer Infrastructure
Improvements**

**Cured-in-Place Pipe (CIPP) Lining Sewer / Stormwater Pipes
Authorization to Execute Closeout Documents – Insituform
Technologies, LLC**

Bids were opened for the CIPP Lining Sewer / Stormwater Pipes on August 4, 2021 and the contract executed with Insituform Technologies, LLC following approval on the August 17, 2021 agenda.

The project is now complete and the closeout documents are attached for approval:

1. Substantial Completion Certificate
2. Summary Change Order – Change Order #2
3. Payment Application – Certificate Signature Page (*Application included on the docket for processing*)
4. Final Completion Inspection Report
5. Final Waiver of Lien
6. Consent of Surety to Final Payment
7. Contract Completion Certificate
8. Recommendation for Final Acceptance of Contract

Authorization is requested to execute the attached documents to close this phase of the project per the recommendation from Overstreet & Associates.

EXHIBIT # 8-u

www.OceanSprings-MS.gov

161 Lameuse St., Suite 203
Biloxi, MS 39530
228-967-7137



630 Delmas Ave., Suite B
Pascagoula, MS 39567
228-967-7137

June 14, 2022

Mr. Allan Ladnier
Director of Public Works
City of Ocean Springs
1018 Porter Ave.
Ocean Springs, MS 39564

**RE: 1167 Cured In Place Pipe (CIPP) Lining Sewer Rehabilitation 2021
Payment Application No. 5 (Final) and Closeout Documents**

Dear Mr. Ladnier,

Please find enclosed the following final documentation for the above referenced project

1. Substantial Completion Certificate
2. Summary Change Order – Change Order No.2
3. Payment Application No. 5 – Final and Final Payment Application Certificate Signature Page
4. Final Completion Inspection Report
5. Final Waiver of Lien
6. Consent of Surety to Final Payment
7. Contract Completion Certificate
8. Recommendation for Final Acceptance of Contract.

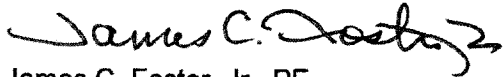
We have reviewed Payment Application No.5 - Final from Insituform Technologies , LLC and recommend approval of payment in the amount of \$12,697.34 (Retainage).

The Summary Change Order, Final Payment Application and Certificate Signature Page, Contract Completion Certificate and Recommendation for Final Acceptance of Contract all require the City's approval and signature. Please place these items on the Consent Agenda for the April 19, 2022 Board meeting. Once approved and signed, please return the documents to our office for distribution.

Please contact our office if you have any questions or need additional information.

Sincerely,

OVERSTREET AND ASSOCIATES, PLLC



James C. Foster, Jr., PE
Sr. Project Engineer

Attachments

Cc: Jason Overstreet, Overstreet and Associates, PLLC

June 14, 2022

Candice Hooks, Assistant Director of Public Works, Finance and Administration
Sarah Harris, Project Manager
Carolyn Martin, Planning and Grants Administrator

SUBSTANTIAL COMPLETION CERTIFICATE

Dated April 18, 2022

Project: Cured In Place Pipe (CIPP) Lining Sewer Rehabilitation 2021	Owner: City of Ocean Springs	Contract No.:
Contract: Cured In Place Pipe (CIPP) Lining Sewer Rehabilitation 2021		Date of Contract: September 9, 2021
Contractor: Insituform Technologies, LLC		Engineer's Project No.: 2021-1167
Contractor's Address: (Certified Mail, Return Receipt Requested) 17988 Edison Avenue, Chesterfield, MO 63005		

This definitive Certificate of Substantial Completion applies to:

- ☒ All Work under the Contract Documents: ☐ The following specified portions:

April 14, 2022

Date of Substantial Completion

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

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

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

- ☐ Amended Responsibilities ☒ Not Amended

Owner's Amended Responsibilities:

None

Contractor's Amended Responsibilities:

None

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

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

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

Executed by Engineer

Date

Accepted by Contractor

6-10-2022
6/14/22

Date

Accepted by Owner

Date

LIST OF ITEMS TO BE COMPLETED OR CORRECTED

The following list of items needs to be completed or corrected for the Cured In Place Pipe (CIPP) Lining Sewer Rehabilitation 2021 resulting from an inspection by the City of Ocean Springs the Contractor and the Engineer on April 14, 2022. The failure to include any items on this list does not alter the Contractor's responsibility to complete all work in accordance with the contract documents.

1. Site Inspection and Operation Procedures:

The work performed under this contract was inspected by Allan Ladnier for City of Ocean Springs, Calvin Foreman for Insituform Technologies, LLC and James Foster for Overstreet And Associates, PLLC. (Project Engineer).

2. Items of work to completed or corrected:

- a. None

RESPONSIBILITIES PENDING FINAL COMPLETION

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

WARRANTIES AND GUARANTIES

GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

Date of Issuance: May 18, 2022

Effective Date: _____

Project: Cured In Place Pipe (CIPP) Lining Sewer Rehabilitation 2021	Owner: City of Ocean Springs	Funding Agency's Contract No.:
Contract: Cured In Place Pipe (CIPP) Lining Sewer Rehabilitation 2021		Date of Contract: 9-9-2021
Contractor: Insituform Technologies, LLC		Engineer's Project No.: 2021 - 1167

17988 Edison Ave., Chesterfield, MO 63005

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

Description: Final Quantities

Attachments: Over run – Under run Statement.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:	Original Contract ☐ Working days ☒ Calendar days
\$ 259,301.25	Substantial completion (date): <u>April 22, 2022</u>
	Ready for final payment (date): <u>May 22, 2022</u>
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$261438.75	Substantial completion (date): <u>April 22, 2022</u>
	Ready for final payment (date): <u>May 22, 2022</u>
Decrease of this Change Order:	Change in days of this Change Order:
\$7,491.87	Substantial completion (days): <u>0</u>
	Ready for final payment (days): <u>0</u>
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$253,946.88	Substantial completion (date): <u>April 22, 2022</u>
	Ready for final payment (date): <u>May 22, 2022</u>

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: James D. DeLoach
Engineer (Authorized Signature)

By: Calvin J. [Signature]
Contractor (Authorized Signature)

By: _____
Owner (Authorized Signature)

Date: 6-10-2022

Date: 6/14/22

Date: _____

This Change Order (CO) constitutes full and mutual accord and satisfaction for all time and costs related to this change. By acceptance of this CO, the contractor hereby agrees that the modification is an equitable adjustment to the contract, and waives all right to file any future claims arising out of this change.

FINAL PAYMENT APPLICATION AND CERTIFICATE SIGNATURE PAGE

Dated June 10, 2022

Project: Cured In Place Pipe (CIPP) Lining Sewer Rehabilitation 2021	Owner: City of Ocean Springs	Funding Agent Contract No.:
Contract: Cured In Place Pipe (CIPP) Lining Sewer Rehabilitation 2021		Engineer's Project No.: 2021-1167
Contractor: Insituform Technologies, LLC		
Contractor's Address: (send Certified Mail, Return Receipt Requested) 17988 Edison Avenue, Chesterfield, MO 63005		

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

Overstreet And Associates, PLLC

CITY OF OCEAN SPRINGS, Owner

By: 
Authorized Signature
Title: Project Manager
Date: 6-10-2022

By: _____
Authorized Signature
Title: _____
Date: _____

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

Insituform Technologies, LLC

By: 
Authorized Signature
Title: Project Manager
Date: 6/14/22

ATTACHMENT TO PAY ESTIMATE NO. 5 Final (Under Run - Over Run)

Page 2

City of Ocean Springs

1167 Cured In Place Pipe (CIPP) Lining Sewer Rehabilitation 2021

Engineer's Project No. 2021-1167

Date: 4/18/2022

Contract Pay Period: March 11, 2022 to April 18, 2022 Subst. 100%

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	CONTRACT AMOUNT	PREVIOUS QUANTITY	PREVIOUS EXTENSION	QUANTITY THIS. EST.	EXTENSION THIS. EST.	QUANTITY TO DATE	EXTENSION TO DATE	% CMPLT	Over Run	Under Run
17113	Mobilization	1	LS	\$ 11,500.00	\$11,500.00	1	\$11,500.00	0	\$0.00	1	\$11,500.00	100.00%	\$0.00	
330130.11-A	Video Inspection and Cleaning of 8" Sewers	7,147	LF	\$ 2.75	\$19,654.25	7150.5	\$19,663.88	0	\$0.00	7150.5	\$19,663.88	100.05%	\$9.63	
330130.11-B	Video Inspection and Cleaning of 15" Sewers	617	LF	\$ 5.00	\$3,085.00	746.2	\$3,731.00	0	\$0.00	746.2	\$3,731.00	120.94%	\$646.00	
330130.11-C	Additional Setup for Video Inspection	4	EA	\$ 315.00	\$1,260.00	2	\$630.00	0	\$0.00	2	\$630.00	50.00%		\$630.00
330130.11-D	Root Removal In 8" Sewers	3	EA	\$ 1,585.00	\$4,755.00	2	\$3,170.00	0	\$0.00	2	\$3,170.00	66.67%		\$1,585.00
330130.11-E	Root Removal In 15" Sewers	200	LF	\$ 5.25	\$1,050.00	300	\$1,575.00	0	\$0.00	300	\$1,575.00	150.00%	\$525.00	
330130.43	Remote Removal of Protruding Service Lateral	1	EA	\$ 370.00	\$370.00	0	\$0.00	0	\$0.00	0	\$0.00	0.00%		\$370.00
330130.72-A	8" Cured In Place Pipe	7,147	LF	\$ 23.00	\$164,381.00	6827	\$157,021.00	0	\$0.00	6827	\$157,021.00	95.52%		\$7,360.00
330130.72-B	15" Cured In Place Pipe	617	LF	\$ 77.00	\$47,509.00	643	\$49,511.00	0	\$0.00	643	\$49,511.00	104.21%	\$2,002.00	
330130.72-C	Remote Cutting of Branch Sewer Service Connection	113	EA	\$ 25.00	\$2,825.00	112	\$2,800.00	0	\$0.00	112	\$2,800.00	99.12%		\$25.00
02733-A	Bypass Pumping Setup 4" Pump	2	EA	\$ 1.00	\$2.00	0	\$0.00	0	\$0.00	0	\$0.00	0.00%		\$2.00
02733-B	Bypass Pumping Setup 6" Pump	1	EA	\$ 1,500.00	\$1,500.00	1	\$1,500.00	0	\$0.00	1	\$1,500.00	100.00%		\$0.00
02733-C	Bypass Pumping Operation 4" Pump	20	HR	\$ 1.00	\$20.00	0	\$0.00	0	\$0.00	0	\$0.00	0.00%		\$20.00
02733-D	Bypass Pumping Operation 6" Pump	10	HR	\$ 135.00	\$1,350.00	21	\$2,835.00	0	\$0.00	21	\$2,835.00	210.00%	\$1,485.00	
02733-E	4" Bypass Pumping Line	2,000	LF	\$ 0.01	\$20.00	0	\$0.00	0	\$0.00	0	\$0.00	0.00%		\$20.00
02733-F	6" Bypass Pumping Line	2,000	LF	\$ 0.01	\$20.00	1000	\$10.00	0	\$0.00	1000	\$10.00	50.00%		\$10.00
CO No. 1	Video Inspection and Cleaning of 24" Pipe	150	LF	\$ 14.25	\$2,137.50	0	\$0.00	0	\$0.00	0	\$0.00	0.00%		\$2,137.50
TOTAL					\$261,438.75		\$253,946.88		\$0.00		\$253,946.88	97%		

Contract Amount Completed
Less Mobilization
Sub Total
Contract Amount
Percent Complete less Mobilization

\$253,946.88
\$11,500.00
\$26,464.88
\$261,438.75
10.12%

Pay 100% Mobilization

Value of Completed Work
Stored Materials \$
Subtotal \$253,946.88
Less 5% Retainage \$ 12,697.34
Approved Retainage Reduction \$ 12,697.34
Total Amount Retained to Date \$ 0.00
Net Payment Due \$253,946.88
Less Previous Payments \$241,249.54
Payment Due This Estimate \$12,697.34

\$4,667.63 \$ 12,159.50
Under Run \$ 7,491.87

Contract Time: Start Oct. 25,2021

FINAL WAIVER OF LIEN

Dated June 10, 2022

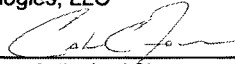
Project: Cured in Place Pipe (CIPP) Lining Sewer Rehabilitation 2021	Owner: City of Ocean Springs	Funding Agent Contract No.:
Contract: Cured In Place Pipe (CIPP) Lining Sewer Rehabilitation 2021		Engineer's Project No.: 2021.1167
Contractor: Insituform Technologies, LLC		
Contractor's Address: (send Certified Mail, Return Receipt Requested) 17988 Edison Avenue, Chesterfield, MO 63005		

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

By Insituform Technologies, LLC

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

Insituform Technologies, LLC

By: 
Authorized Signature
Title: Project Manager
Date: 6/14/22

CONTRACTOR'S AFFIDAVIT

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

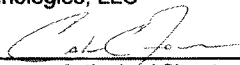
Insituform Technologies, LLC

By: 
Authorized Signature
Title: Project Manager
Date: 6/14/22

CONTRACTOR'S CERTIFICATION OF PAYMENT

We, Insituform Technologies, LLC, (Contractor) do hereby certify that payments for all material and labor on Cured In Place Pipe (CIPP) Lining Sewer Rehabilitation 2021, (Project) for City of Ocean Springs, (Owner) have been made in full and that there are no outstanding bills for labor or material on the project.

Insituform Technologies, LLC

By: 
Authorized Signature
Title: Project Manager
Date: 6/14/22

**CONSENT OF SURETY
TO FINAL PAYMENT**

AIA DOCUMENT G707

(Instructions on reverse side)

OWNER	_____
ARCHITECT	_____
CONTRACTOR	_____
SURETY	_____
OTHER	_____

Bond No. 107487905

TO (OWNER)

(Name and address)

ARCHITECT'S PROJECT NO:

City of Ocean Springs

P.O. Box 1800

Ocean Springs, MS 39566-1800

Contract For:

Contract Date: **9/9/2021**

PROJECT:

(Name and address)

Cured In Place Pipe (CIPP) Sewer Rehabilitation 2021

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the

(here insert name and address of Surety)

Travelers Casualty And Surety Company of America

One Tower Square

Hartford, CT 06183

, SURETY,

on bond of

(here insert name and address of Contractor)

INSITUFORM TECHNOLOGIES, LLC

580 Goddard Avenue

Chesterfield, MO 63005

, CONTRACTOR,

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

(here insert name and address of Owner)

City of Ocean Springs

P.O. Box 1800

Ocean Springs, MS 39566-1800

, OWNER,

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

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand this **22nd** day of **April, 2022**.

(Insert in writing the month following by the numeric date and year)

By:

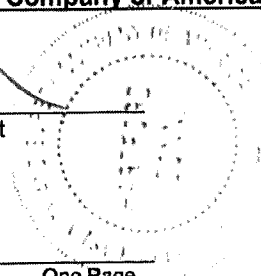
(seal) Attest: Amanda L. Williams, Witness

Amanda L. Williams

Travelers Casualty And Surety Company of America
Surety Company

Andrew P. Thome

Andrew P. Thome, Attorney-in-Fact



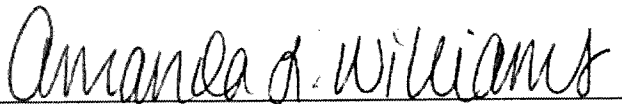
State of Missouri
County of St. Louis

On April 22, 2022, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Andrew P. Thome known to me to be Attorney-in-Fact of

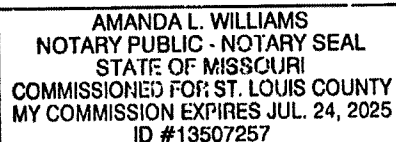
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.



Amanda L. Williams, Notary Public



My Commission Expires: _____



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **ANDREW P THOME** of **Missouri**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st day of April, 2021**.



State of Connecticut

City of Hartford ss.

By: _____

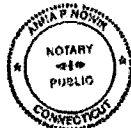
Robert L. Raney

Robert L. Raney, Senior Vice President

On this the **21st day of April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th day of June, 2026**



Anna P. Nowik

Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **22** day of **April**, **2022**



Kevin E. Hughes

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

CONTRACT COMPLETION CERTIFICATE

Dated: June 10, 2022

Project: Cured In Place Pipe (CIPP) Lining Sewer Rehabilitation 2021	Owner: City of Ocean Springs	Funding Agency Contract No.:
Contract: Cured In Place Pipe (CIPP) Lining Sewer Rehabilitation 2021		Engineer's Project No.: 2021-1167
Contractor: Insituform Technologies, LLC		
Contractor's Address: (send Certified Mail, Return Receipt Requested) 17988 Edison Avenue, Chesterfield, MO 63005		

Date Contract Executed: September 9, 2021	Type of Work: Cured In Place Pipe Lining
Date of Notice to Proceed: October 25, 2021	

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

Date of Contract Completion:
April 18, 2022

Remarks:

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

Owner: CITY OF OCEAN SPRINGS

By: _____
Authorized Signature

Title: _____

Date: _____

ONE YEAR INSPECTION

Approximately thirty days prior to April 18, 2023, the one-year anniversary of the date of Substantial Completion, the Design Professional, the Owner, and the Contractor shall conduct an inspection of the Project to determine any correction of the Work which may be required at that time.

RECOMMENDATION FOR FINAL ACCEPTANCE OF CONTRACT

Dated: June 10, 2022

Project: Cured In Place Pipe (CIPP) Lining Sewer Rehabilitation 2021	Owner: City of Ocean Springs	Funding Agent Contract No.:
Contract: Cured In Place Pipe (CIPP) Lining Sewer Rehabilitation 2021		Contract No. 1 of 1 Contracts
Contractor: Insituform Technologies, LLC		Engineer's Project No.: 2021-1167
Contractor's Address: (send Certified Mail, Return Receipt Requested) 17988 Edison Avenue, Chesterfield MO 63005		

The following persons were present during the inspection:

Architect/Engineer: JAMES FOSTER
Owner: ALLAN LARNIER

RECITAL: The work performed under this contract was inspected on April 18, 2022 for the purpose of determining acceptability of construction. The Date of Acceptance is hereby established as April 18, 2022.

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

Overstreet And Associates, PLLC, Engineer

By: James C. Foster, P.E.
Authorized Signature
Title: Project Manager
Date: 6-10-2022

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

Insituform Technologies, LLC, Contractor

By: _____
Authorized Signature
Title: _____
Date: _____

The Owner accepts the work as complete and will assume full possession thereof on April 18, 2022.

City of Ocean Springs, Owner

By: _____
Authorized Signature
Title: _____
Date: _____



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

1018 Porter Avenue
Ocean Springs, MS 39564
FX 228.875.7249

Kenny Holloway
Mayor
228.875.6722

Bobby Cox
Alderman at Large

Jennifer Burgess
Alderman Ward 1

Rickey Authement
Alderman Ward 2

Kevin Wade
Alderman Ward 3

Ken Papania
Alderman Ward 4

Robert Blackman
Alderman Ward 5

Michael (Mike) Impey, II
Alderman Ward 6

City Hall
228.875.4236

Police Department
228.875.2211

Fire Department
228.875.4063

Public Works
228.875.3955

Water Department
228.875.4176

Planning Department
228.875.4415

Building Department
228.875.6712

Human Resources
228.872.3338

Parks and Recreation
228.875.8665

DS



City of Ocean Springs

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

From: Darrell Stringfellow
Building Official

Date: June 15, 2022

Re: Building Department Reports for May 2022

Dear Mayor and Board:

Please find attached the Building Department monthly reports for May 2022.

	# Records	Valuation	Total Fees Collected
Building	53	\$1,832,895.38	\$13,685.00
Plumbing	22		\$3,678.00
Mechanical	20		\$2,375.00
Electrical	27		\$11,100.00
Signs	10		\$490.00
Land Work (res)	5		\$125.00
(comm)	0		
Golf Carts	48		\$960.00
Bonfires	35		\$875.00
Other (planning, trees, etc)	25		\$1,967.45
TOTAL	245	\$1,832,895.38	\$35,255.45

EXHIBIT # 8-y



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Ocean Springs, MS
39566-1800

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Community Development
228.875.4415

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228.875.6712

Human Resources
228.872.3338

Parks and Recreation
228.875.8665

DS



6/15/2022

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

Ref: Code violations report through June 15, 2022

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

Respectfully,

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

EXHIBIT #8-W

www.OceanSpringsMS.gov



City of Ocean Springs
Building Department & Code Enforcement
1014 Porter Avenue-P.O. Box 1800
Ocean Springs, MS. 39564

Code report through June 15, 2022

WARD #1

- 5305 Alogonquin – 6/14/2022 High grass.
 - **6/14/2022** – Letter to be sent.
- 1410 Diller – 6/14/2022 High grass.
 - **6/14/2022** – Letter to be sent.
- 3410 Hermitage – 6/14/2022 Boat and truck in the roadway.
 - **6/14/2022** – Letter to be sent.
- 3412 Hermitage – 10/18/2021 fence down, sent letter. Letter returned. Previous Code Enforcement Officer has issues with this address. 11/9/2021 – Sent Final notice. 11/30/2021 – Filed complaint forms with court. 12/28/2021 – Owner has been served. Conditions remain. 2/24/2022 - Status remains unchanged. Waiting on court date.
 - **6/15/2022** – Owner has been served. It is their intention to have the property up to code prior to court. Status remains unchanged. Waiting on court date.
- 1206 King Henry – 6/14/2022 High grass.
 - **6/14/2022** – Letter to be sent.
- 104 Penny – 6/14/2022 High grass.
 - **6/14/2022** – Letter to be sent.
- 110 Penny – 6/14/2022 Illegally parked trailer.
 - **6/14/2022** – Letter to be sent.
- 112 Penny – 6/14/2022 High grass.
 - **6/14/2022** – Letter to be sent.
- 5409 Pontiac – 6/14/2022 High grass.
 - **6/14/2022** – Letter to be sent.

WARD #2

- 1511 Bowen - 5/17/2022 – High grass, limbs and weeds, overall exterior sanitation. Sent letter.
 - **5/31/2022** – Owner requested 10-day extension.
- 1213 Government (The Field) - 4/25/2022 – un-approved seating in parking lot. Not following approved site-plan as approved by Planning department. 4/26/2022 – Sent letter. 5/2/2022 – Letter returned; address was not correct in our system. 5/4/2022 – re-sent letter.
 - **5/31/2022** – final notice to be sent.
- 1401 Government - 4/11/2022 – un-approved food trailer on lot. 4/20/2022 – Sent letter. 5/20/2022 – Sent final notice.
 - **6/9/2022** – Signed charges against property owner.
- 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.
- 1320 Iberville - 5/31/2022 – Reports of high grass, and weeds. 6/3/2022 – House is in an estate, reached out to Jackson County for attorney information. 6/7/2022 – Reached out to attorney. House was approved by judge to be sold.
 - **6/7/2022** – Alerted complainant. Close.
- 1206 Nelson - 5/16/2022 – High grass, and weeds. 5/17/2022 – Sent letter 6/1/2022 - Conditions remain. Second letter sent.
 - **6/15/2022** – Conditions remain. Final notice to be sent.

- 1217 Nelson - 5/16/2022 – High grass, and weeds. 5/17/2022 – Sent letter 6/1/2022 - Conditions remain. Second letter sent.
 - **6/15/2022** – Conditions remain. Final notice to be sent.
- 1221 Nelson - 5/16/2022 – High grass, and weeds. 5/17/2022 – Sent letter 6/1/2022 - Conditions remain. Second letter sent.
 - **6/15/2022** – Conditions remain. Final notice to be sent.
- 1518 Porter – 10/15/2021 – Exterior sanitation, unpermitted building, dilapidated vehicles. Case was opened under previous Code Official's tenure. 10/15/2021 – Sent letter. 10/23/2021 – Owner came into office. Requested an extension due to her age and health. I agreed. 3/14/2022 - No progress has been made. Sent final notice. 3/25/2022 -Filed Charges with court.
 - **6/15/2022** – Court date.
- 1014 Robinson - 6/2/2022 – Reports of living in a non-approved dwelling.
 - **6/6/2022** – Letter returned, no mailbox. Will attempt to reach them in person.
- 312 Washington: 10/14/2021 Built unpermitted trash can enclosure next to road, in historic zone. 10/20/2021 – Took photos and mailed letter to homeowner. 11/9/2021 – Mailed second notice to homeowner. 11/29/2021 – Second notice letter returned. Homeowner possibly moving, investigating for next steps. 12/27/2021 – Sent letter to new owners. Extending timeline for correction. 1/4/2022 – Send final notice. 1/26/2022 – charges to be filed. 2/2/2022 - Met with court clerk to file charges, issue is finding applicable place to send charges. 2/24/2022 - Appears as if parent company/owner is based in Oxford, Ms. Court Clerk is investigating how to have papers served so far away. **3/25/2022** – Filed charges with court.
 - **5/6/2022** – Extended date for court as the owner has petitioned the planning and historic committees for a variance. Will reschedule or dismiss depending on the outcome of his request.

WARD #3

- 213 Audrey - 4/19/2022 – High grass, overgrown lot. 4/26/2022 – Sent letter. 5/2/2022 – Conditions remain. 5/4/2022 - – Letter returned, found new address, re-sent letter. 6/10/2022 – Sent final notice.
 - **6/13/2022** – Yard cut. Close
- 431 Bechtel - 3/28/2022 – Opened case.
 - **6/15/2022** – Daily documentation continues.

- 622 Clark - 2/24/2022 - Exterior sanitation, and truck in street. 2/25/2022 - Letter sent. 3/8/2022 - Conditions remain. 3/9/2022 - filed charges with court. 3/22/2022 - Awaiting court date.
 - **5/27/2022** - Vehicle has been observed as unmoved on daily patrols. Still awaiting court date.
- 211 Eastland - 5/16/2022 - High grass, and weeds. 5/17/2022 - Sent Letter 6/1/2022 - Conditions remain.
 - **6/13/2022** - Conditions remain. Final notice to be sent.
- 214 Eastland - 5/16/2022 - High grass, and weeds. 5/17/2022 - Sent Letter. 6/1/2022 - Conditions remain.
 - **6/14/2022** - Grass cut. Close.
- 118 Hickory - 5/2/2022 - Unlicensed/dilapidated vehicle. 5/4/2022 - Sent Letter
 - **5/17/2022** - Conditions remain.
- 128 Holcomb - 5/17/2022 Reports of owner running business from home. Using equipment to push limbs and debris onto city right-of-way. 5/26/2022 - Spoke with owner. Stated he didn't bring brush and debris from other sites, nor is he operating a business from his home. Continuing to monitor before closing.
 - **6/13/2022** - Brush and debris is gone. Close.
- 132 Holcomb - 2/22/2022 Exterior sanitation, clusters of junk and clutter, pile of tires, inoperable/dilapidated vehicle. 2/23/2022 - Sent Letter. 3/7/2022 - great improvement, however many violations remain. 3/8/2022 - Sent 2nd letter. 3/18/2022 - Took Photos. 3/8/2022 - Sent 2nd letter. 3/25/2022 - Sent final notice. 4/4/2022 - Conditions have worsened. 4/26/2022 - new call/complaint from citizen about property. 4/6/2022 - Filed charges with court. 5/11/2022 - Court date. 5/12/2022 - Homeless vagrants still on site, changing clothes in dilapidated vehicles adjacent to school zone, having loads of garbage delivered daily to the premises. Judge gave a one-week extension to remedy all of the problems. 5/25/2022 - Still non-compliant, being fined \$100/day (since 5/18) per judge's orders. Court due again 6/8. 6/8/2022 - Judge found him guilty, gave him 30 days in jail (suspended) and a \$2000 fine. Property still non compliant.
 - **6/15/2022** - Review court date.
- 1916 Kensington - 4/4/2022 - High grass/weeds, exterior sanitation. 4/14/2022 - Letter sent. 2/25/2022 - Conditions remain. 4/26/2022 - Sent 2nd letter. 5/3/2022 - Roll-off on site. Follow up in 10 days to see if it is completed.
 - **5/31/2022** - Roll-off on site. Still making progress cleaning up

- 151 Linda - 5/2/2022 High grass/weeds. 5/4/2022 – Sent letter. 5/18/2022 -Sent 2nd letter.
 - **5/27/2022** – House is empty. Looking to locate responsible party.
- *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.

WARD #4

- 112 Barbara - 3/28/2022 exterior sanitation. 3/31/2022 – Sent letter. 4/7/2022 – Sent 2nd letter. 4/19/2022 – Conditions remain. 4/25/2022 – Conditions remain, sent 2nd letter. 5/5/2022 -Roadway was blocked, follow-up in one week. 5/18/2022 -Conditions remain. Sent final notice.
 - **6/9/2022** – Filed charges with court.
- 121 Bryant: Neighbor called in and visited office multiple times. House has burnt down. Elderly owner lost her husband, and son. 1/4/2022 Sent letter to owner. Was not issuing a notice of violation, rather that she keeps up abreast the ball is rolling towards some sort of finality/resolution. 1/12/2022 - - Spoke to owner's son. They are getting estimates to repair or demolish/rebuild. I asked that he keep us in the loop. I did not issue a notice of violation, rather a request to maintain contact with the office for any changes/updates. Follow up due 2/12/2022. 2/15/2022 – Sent letter, included instructions on how to secure the property according to code. 2/18/2022 - S poke to owner's son. I explained the likelihood the home will be condemned. He wants to avoid this; however, it appears inevitable. Properly

securing the building may fall into our lap, and have fees added to their taxes.

3/8/2022 - Spoke to owner's son. He does not recall the details of our last conversation. Building has not been properly secured. He stated the property will likely be sold. I am trying to reach the owner herself. As temperatures increase, and animals start moving, this will become a further public safety and health hazard. To prevent this, I recommend presenting facts to the judge to grant the City permission to properly secure the building (to code) and have the costs of the project adjudicated to the property taxes. 3/21/2022 - Filed charges with court. 3/24/2022 - Took updated photos. 3/25/2022 - Condemned building. 4/12/2022 - Waiting on Court date. 5/18/2022 - Owner came to court, presented documents of sale of property. Dismissed charged against her. 5/20/2022 - Spoke and sent final notice to new owner(s)

- **6/9/2022** - Filed charges with court against new owner(s)
- 2709 Brumbaugh - 5/2/2022 Unlicensed vehicle. 5/4/2022 - Sent letter. 5/16/2022 - Sent 2nd notice.
 - **5/26/2022** - Spoke with owner. He is waiting to get the title for the vehicle so it can be tagged. I gave an extension on the yard due to the recent deluge.
- 2714 Connor - 4/5/2022 Exterior sanitation. 4/19/2022 - Spoke with owner (out of town). Requested follow up on 5/1, I agreed. 5/2/2022 - Conditions remain. 5/4/2022 - Sent final notice. 5/4/2022 - Owner called. 5/16/2022 - Spoke with owner, progress made. 2/23/2022 - More progress made. Monitoring closely.
 - **6/8/2022** - Progress appears to have stopped. Give one week, then follow up.
- 2506 Englewood - 5/16/2022 High Grass/weeds. 5/17/2022 - Sent letter. 5/31/2022 - Conditions remain, send 2nd letter.
 - **6/13/2022** - Yard cut. Close.
- 2506 Havard - 3/3/2022 Exterior sanitation, overgrown vegetation/weeds. 3/4/2022 - Sent letter. 3/16/2022 - Sent 2nd letter. 3/31/2022 - Sent final notice. 4/11/2022 - Conditions remain. Charges to be filed with court
 - **4/21/2022** - Charges filed. Awaiting Court date.
- 444 Hanley - 5/17/2022 High Grass/weeds. 5/20/2022 - Sent letter. 5/24/2022 - Spoke with owner, she said that it isn't weeds; rather a special wildflower that blooms at night and closes during the day.
 - **6/13/2022** - Yard cut. Close.
- 308 Jamaica - 5/25/2022 Dilapidated vehicle on property. 5/27/2022 - Letter sent.
 - **6/2/2022** - Vehicles tagged, close.
- 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.
- 232 Saratoga - 5/25/2022 - Dilapidated/unlicensed vehicle.
 - **5/27/2022** - Sent letter.
- 235 Saratoga - 5/25/2022 - Dilapidated/unlicensed vehicle.
 - **5/27/2022** - Sent letter.
- 110 Stennis - 5/2/2022 - Stack of tires on-site. 5/4/2022 - Sent letter. 5/18/2022 - Conditions remain. Sent 2nd letter. 6/1/2022 - Conditions remain
 - **6/10/2022** - Sent final notice.
- 100 Tandy - 5/2/2022 Unlicensed vehicle and dilapidated vehicle. 5/4/2022 - Sent letter. 5/18/2022 - Conditions remain. Sent 2nd letter.
 - **6/9/2022** - Owner called and said an attorney advised him that it was unfair.
- 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.

- 454 Whispering Pines 4/18/2022 – Accessible Fridge with doors still attached. 4/20/2022 – Sent letter. 4/25/2022 – Conditions remain. 5/2/2022 – Sent 2nd letter.
 - **5/27/2022** – Sent final notice.
- 106 Winchester - 4/13/2022 case opened. 6/10/2022 – still compliant, but grass is getting higher.
 - **6/15/2022** – No *visible* violations remain. Monitoring weekly.

WARD #5

- 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).
- 3929 Versailles - 12/17/2021 Reports of trash, garbage, and clutter in front of home and stench emanating from it. 12/14/2021 – Sent Letter. Will continue to monitor. 12/28/2021 – Sent final notice. 1/3/2022 – DS went to property. Met neighbors. Trying to locate her son. 1/4/2022 – I met with OSPD to give general information and concerns. They presented facts to judge for a warrant, it was declined. 1/5/2022 – Trying to locate her son through the neighbors. 1/12/2022 - Filed charges with court. 1/24/2022 - Cleanup has begun. Charges are filed with court. 2/4/2022 - Spoke with owner's son. Expressed concern over situation. Stated the mother (owner) is recovering from recent surgery. He said he will reach out to her and follow up with me. 2/18/2022 – Left voice message for owner. 2/24/2022 – Waiting for court date. 3/2/2022 – She did not show up for court. 3/3/2022 - Judge has issued a warrant for her arrest (Failure to appear). Arrest has not been made at this time. 4/12/2022 - Waiting for court date. 5/11/2022 - **2022** – Owner had plea date. Trial date is set for 6/8/2022.
 - **6/8/2022** – Owner given two weeks to bring property into compliance. Review date in court is set for 6/22/2022.

WARD #6

- 204 April - 1/25/2022 collection of malodorous junk/clutter beside fence. House is empty. 1/31/2022 - Sent letter to property, with hopes it will be forwarded. 3/6/2022 - Working to find a living party responsible for the property. 3/30/2022 - Located numbers for the lending facility that may have interest in the home. Placed call and awaiting return call. 4/4/2022 - Spoke with responsible party with mortgage company. She is reaching out to the violations department to get bids to fix the issues and bring the property into compliance. 4/21/2022 - Conditions remain. Called MCS twice, both times being on hold for 30 minutes and 45 minutes. 4/28/2022 - Contractor on-site with trailer. 5/2/2022 - Garage door repaired, yard cut. Pile of debris remained 5/10/2022 - Called MCS and left voice message for a return call. No word back yet. 6/6/2022 - Spoke with MCS about the issues remaining on the property. 6/13/2022 - most all trash was collected and bagged, it is roadside for pickup.
 - **6/14/2022** - Talked to MCS with concerns of windows being opened, leaving the house accessible.
- 116 Carlsbad - 5/25/2022 Fence installation without permit. 5/27/2022 - Sent letter
 - **6/10/2022** - Sent 2nd letter.
- 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.
- 105 Red Wing - 5/25/2022 Unlicensed vehicle. 5/27/2022 - Letter sent.
 - **6/7/2022** - Sent 2nd letter.
- 100 Shiloh - 5/25/2022 Fence installation without permit. 5/27/2022 - Sent letter.
 - **6/10/2022** - Sent 2nd letter.
- 3121 Shadow Wood - 5/25/2022 Unlicensed vehicle. 5/27/2022 - Letter sent.
 - **6/7/2022** - Spoke with owner, doesn't agree with ordinance, stated the vehicle may be covered. Follow up in 2 weeks.

OceanSprings-ms.gov





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

1018 Porter Avenue Ocean
Springs, MS 39564 FX
228.875.7249

Kenny Holloway
Mayor 228.875.6722

Bobby Cox
Alderman at Large

Jennifer Burgess
Alderman Ward 1

Rickey Authement
Alderman Ward 2

Kevin Wade
Alderman Ward 3

Ken Papania
Alderman Ward 4

Robert Blackman
Alderman Ward 5

Michael (Mike) Impey, II
Alderman Ward 6

City Hall
228.875.4236

Police Department
228.875.2211

Fire Department
228.875.4063

Public Works
228.875.3955

Water Department
228.875.4176

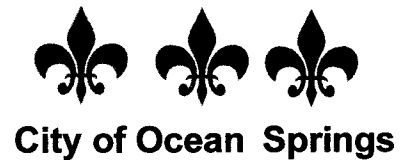
Planning Department
228.875.4415

Building Department
228.875.6712

Human Resources and
228.872.3338

Parks and Recreation
228.875.8665

DS



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

**From: Darrell Stringfellow
Building Official**

Date: June 14, 2022

Re: Tree Applications through June 13, 2022

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) 315 Front Beach
- 2) 1201 Lancelot Lane
- 3) 1112 Ames Ave
- 4) 1211 Londonderry Lane
- 5) 1203 Bienville Blvd

EXHIBIT # 8-X

www.OceanSprings-MS.gov

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

1) Application for 315 Front Beach

Owner: Ed Aldridge

Date of application: 05/26/2022

Request: Trim 3 Live Oak trees with overlying limbs over 2 cottages.

Building Official Finding:

Recommend APPROVING trimming of no more than 20%, pending approval of demo of cottages and building another structure

2) Application for 1201 Lancelot Lane

Owner: Katherine M. Smith

Date of application 6/02/2022

Request: Remove Live Oak limbs hanging over the house. This trimming is needed to prevent future roof damage.

Building Official Finding:

Recommend APPROVING removal of limbs that could damage the roof and dead limbs with no more than 20% trim.

3) Application for 1112 Ames Ave

Owner: Thom Newman II

Date of application 6/2/2022

Request: Remove 1 Magnolia Tree. The tree is impeding on the placement of a double unit and a single unit. I am doing a "Coastal Cottage" vacation rental project and trying to optimize the number of units on this 0.92 acre lot. Removal will allow a Live Oak & other trees to flourish after construction. I think the Magnolia tree isn't very healthy. I would like to plant new healthy trees.

Building Official Finding:

Recommend APPROVING removal of the Magnolia tree, pending permits being approved for the cottage project.

4) Application for 1211 Londonderry Lane

Owner: Michael & Joy Johnson

Date of application 6/8/2022

Request: Remove 2 Magnolia trees in backyard. One appears diseased and doesn't look well. The other has a split in the trunk and is a hazard to my shed & house.

Building Official Finding:

Recommend APPROVING removal of both Magnolia trees. Both trees are diseased and can cause damage to property.

5) Application for 1203 Bienville Blvd

Owner: Trilby's / Blossom Gas

Date of application 6/9/2022

Request: Trim large limbs of 3 Live Oak trees. Two limbs over parking area and one over the roof of Trilby's Restaurant.

Building Official Finding:

Recommend APPROVING removal of limbs to prevent damage to roof and auto traffic.

City of Ocean Springs Building Department
1018 Porter Avenue, Ocean Springs, MS 39564
228-875-6712

RECEIVED

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: 5/26/22

Address/Location of Work to be Performed: 315 Front Beach

Applicant Information:

Name: Ed Aldridge Email: oncallmedicalclinic@yahoo.com

Phone: 228 324 8006 Alt Phone: _____

Owner Information (if different than applicant):

Name: _____ Email: _____

Phone: _____ Alt Phone: _____

Tree Contractor Information (if applicable):

Name: McClain Email: _____

Phone: _____ Alt Phone: _____

Description of work or alteration to be performed: 3 live oak trees to be
trimmed of overhanging limbs over 2 cottages on the
property

Recommend Approving Trimming of No more
than 20% pending Approval of Demo of
Cottages And Building Another structure.

Danell J. Jell

6/14/22

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)

315 Front Beach

Main
House

Small
House

Small
House

Rustkin

Private Drive

Tress to be Trimmed

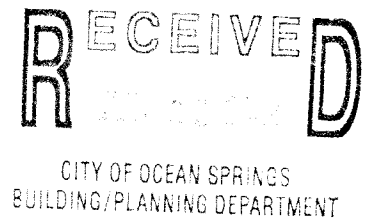






APPLICATION FOR PERMIT
TREE REMOVAL/MAINTENANCE

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: June 2, 2022

Address/Location of Work to be Performed: 1201 Lancelot Lane, Ocean Springs 39564

Applicant Information:

Name: Katherine M. Smith Email: Katherinesmith947@gmail.com

Phone: 228.327.5947 Alt Phone: 228.243.4863 Sam Martin

Owner Information (if different than applicant):

Name: _____ Email: _____

Phone: _____ Alt Phone: _____

Tree Contractor Information (if applicable):

Name: McHain's Tree Service ^{Experts}, Donnie McLean Email: _____

Phone: 228.219.6149 Alt Phone: _____

Description of work or alteration to be performed: Remove limbs hanging over the house
The limbs are on a Live Oak. The trimming is needed to
prevent future roof damage.

Recommend Approving Removal of Limbs that could Damage
Roof, and Dead Limbs with No more than 20% Trim.

Danell Apple 6/14/22

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)

(No subject)

Katherine Smith <katherine.smith947@icloud.com>

Thu 6/2/2022 9:43 AM

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





TREE PRESERVATION AND PROTECTION NOTICE

The provisions of this Notice apply to **"Protected Trees"** which are **live oaks, magnolia, cypress, sycamore and cedar trees** on private property that have a trunk circumference of at least eighteen (18) inches when measured at a point five (5) feet above ground level. All trees of any kind, regardless of size, located on public property belonging unto the city shall not be removed, cut down, destroyed or altered in any way.

A permit is required to cut down, remove, deface, burn, poison, injure, mutilate, disfigure or substantially trim any tree identified above as protected.

During construction it is the responsibility of the property owner, their contractor, subcontractors and suppliers, who are involved with the construction process, to ensure the preservation of all protected trees on and adjacent to the construction site.

The minimum protection required will be a "Tree Protection Zone" (TPZ) that encompasses the tree root system as established by the city arborist. The TPZ shall be made with 4' high metal fencing material and staked at 6' intervals. TPZ's are to be erected prior to the commencement of any work. The area inside the TPZ is not to be used in any way for the remainder of the project. TPZ's are not to be taken down without first obtaining approval from the city arborist or building official.

During the Construction at any time these measures are not in compliance the building department will issue a stop work order until the site is in compliance. It is understood that the death or harm of a protected tree may lead to punitive action.

The tree protection zone must be provided as directed by City Arborist prior to moving any equipment or materials onto a construction site.

I Print Name: Katherine M. Smith Sign Katherine M. Smith Date: 02/21/2022

understand the City of Ocean Springs have protected trees and hereby agree to abide by the regulations throughout the construction of the project permitted at

1201 Canoe Lot Lane

RECEIVED

CITY OF OCEAN SPRINGS
BUILDING/PLANNING DEPARTMENT

**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: _____

Address/Location of Work to be Performed: 1112 Ames Ave.

Applicant Information:

Name: Thom Newman II Email: Thom2inbiloxiMS@gmail.com
Phone: 228-396-5853 Alt Phone: 228-697-9794

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 am requesting permission to remove the Magnolia trees. As you can see from the attached site plan, the tree is impeding on the placement of a double unit and a single unit. Obviously, I am trying to optimize the number of units on this 0.92 acre lot. I am doing a "Coastal Cottage" vacation rental project. I have also included 2 pictures of a live oak & some other trees that will flourish after I clear for construction. Your Arborist will advise, but I think the tree isn't very healthy. I would like to plant new, healthy trees.

Thank you for your consideration.

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

- ☒ Site Plan for Reference (the site plan must depict where the trees are in relation to the structure(s) and street/driveway)
☒ The trees referenced in this application have been identified with ribbon (supplied by the City of Ocean Springs Building Department upon request)
☒ Picture(s) for Reference (All pictures must depict trees already marked with ribbon; if tree is not marked, it will be intelligible 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.**

Applicant Signature

6/11/22
(Date)

Office Use Only:

Building Official Findings:

Recommend Approving Removal of Magnolia
Tree pending Permits Being Approved for the
project.

Danell J. Kelly

6/14/22

MAYOR AND BOARD OF ALDERMEN AGENDA DATE: _____

Darla Jourdan

From: Thom Newman <thom2inbiloxims@gmail.com>
Sent: Tuesday, June 7, 2022 9:45 PM
To: Darla Jourdan; Rickey Authement
Subject: 1112 Ames Tree Removal

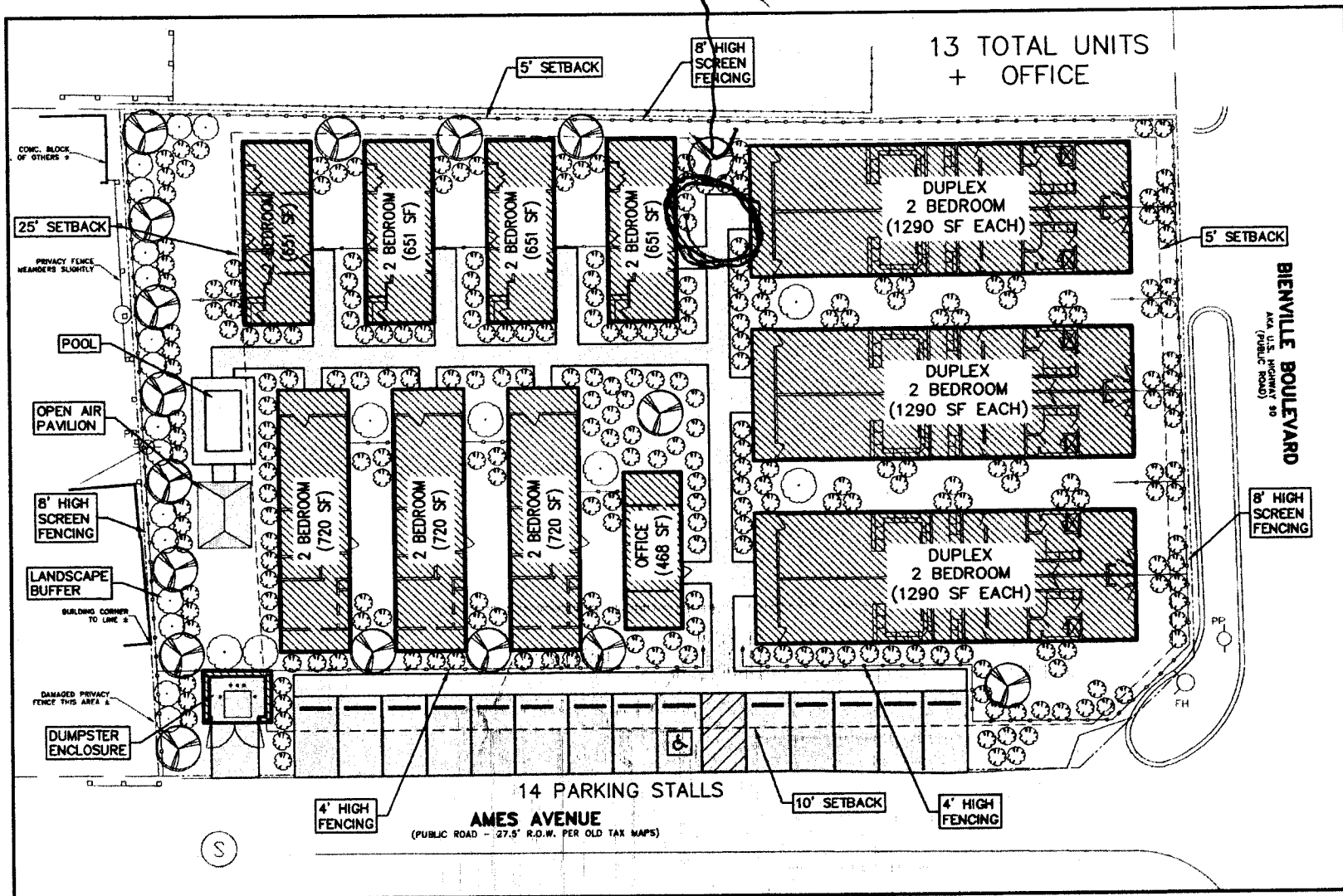
Ricky, per our conversation, since I will not be in town June 21st, I would like for you to act as my proxy for my case. I have included Darla on this email so that her department is aware of the situation. If anyone has any questions previous to the meeting, please give me a call. Thank you very much for your assistance and the assistance of everyone involved. Sincerely, Thom Newman.

--

Thom Newman, II Realty - Broker
Gulf Beach RV Resort
MIIA, Inc.
MIIA C N, LLC
Newman's Gulf Properties, LLC
Sailing Miia, LLC
228-396-5853
Thom2inBiloxiMS@Gmail.com

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Thom Newman, II Realty - Broker
Gulf Beach RV Resort
MIIA, Inc.
MIIA C N, LLC
Newman's Gulf Properties, LLC
Sailing Miia, LLC
228-396-5853
Thom2inBiloxiMS@Gmail.com



PROPOSED SITE PLAN

OCEAN SPRINGS DEVELOPMENT

SCALE: 1"=20'

PROJECT NO. 471/2022

DATE 4/21/2022

DRAWN BY: LES

CHECKED BY: LES

SHEET NO. C200







City of Ocean Springs Building Department
1018 Porter Avenue, Ocean Springs, MS 39564
228-875-6712

RECEIVED
JUN 10 2022
CITY OF OCEAN SPRINGS
BUILDING/PLANNING DEPARTMENT

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

Application Date: June 8, 2022

Address/Location of Work to be Performed: 1211 Londonderry Lane

Applicant Information:

Name: Michael & Joy Johnson

Email: joyjohnson@joyjohnson.com

Phone: 941-807-1646

Alt Phone: _____

Owner Information (if different than applicant):

Name: _____ Email: _____

Phone: _____ Alt Phone: _____

Tree Contractor Information (if applicable):

Name: Todd Lipps Email: _____

Phone: 228-369-5521 Alt Phone: _____

Description of work or alteration to be performed: Cut ~~two~~ Magnolia Trees in
backyard. One appears diseased and does not look well. The
other has a split in the trunk and is a hazard to my
shed and house.
We would like to be able to cut both Magnolia trees down.

Recommend Approving Removal of Both
Magnolia Trees. Trees are diseased and can cause
Damage to property.

Danell S. Jellu

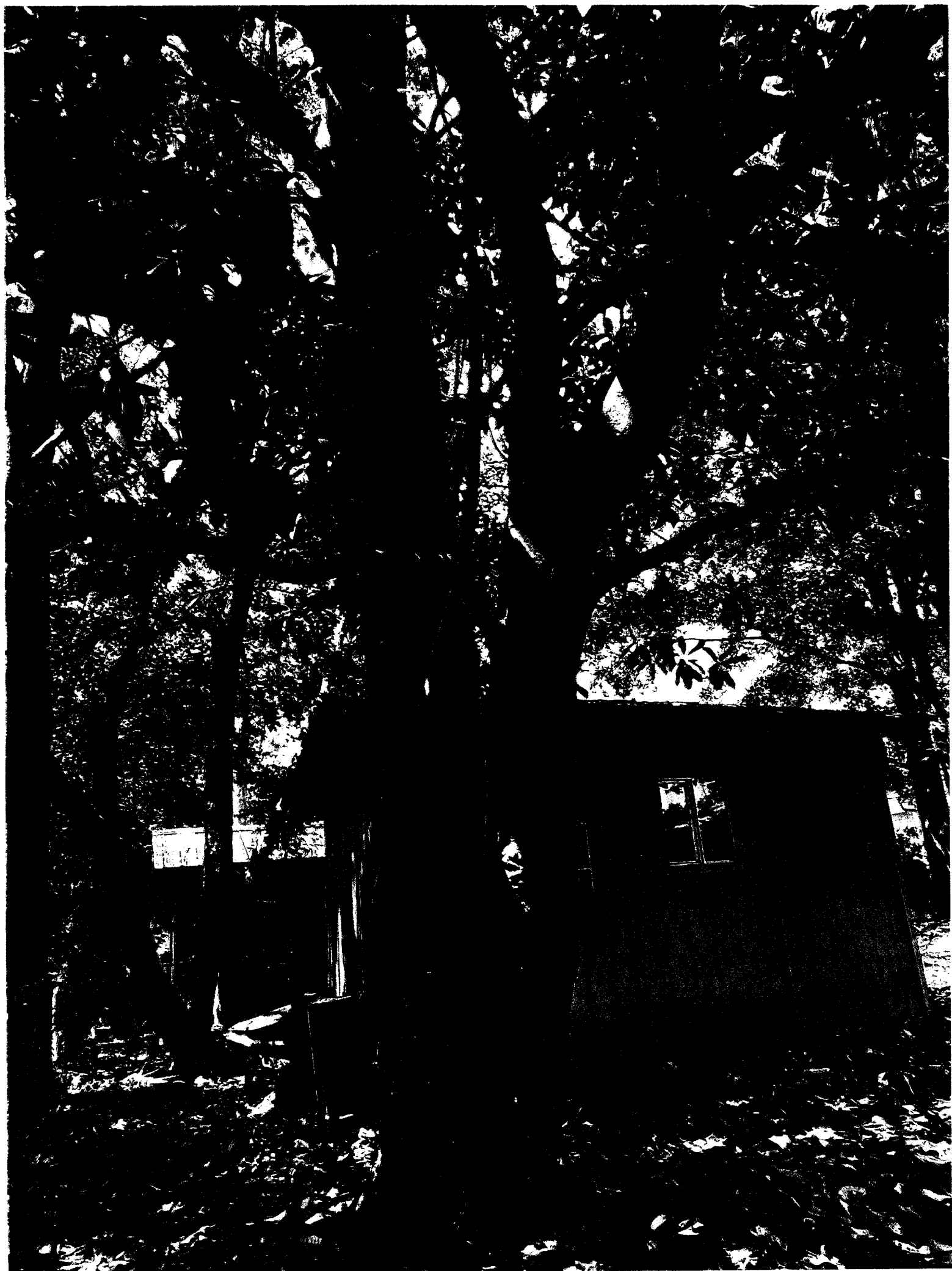
6/14/22

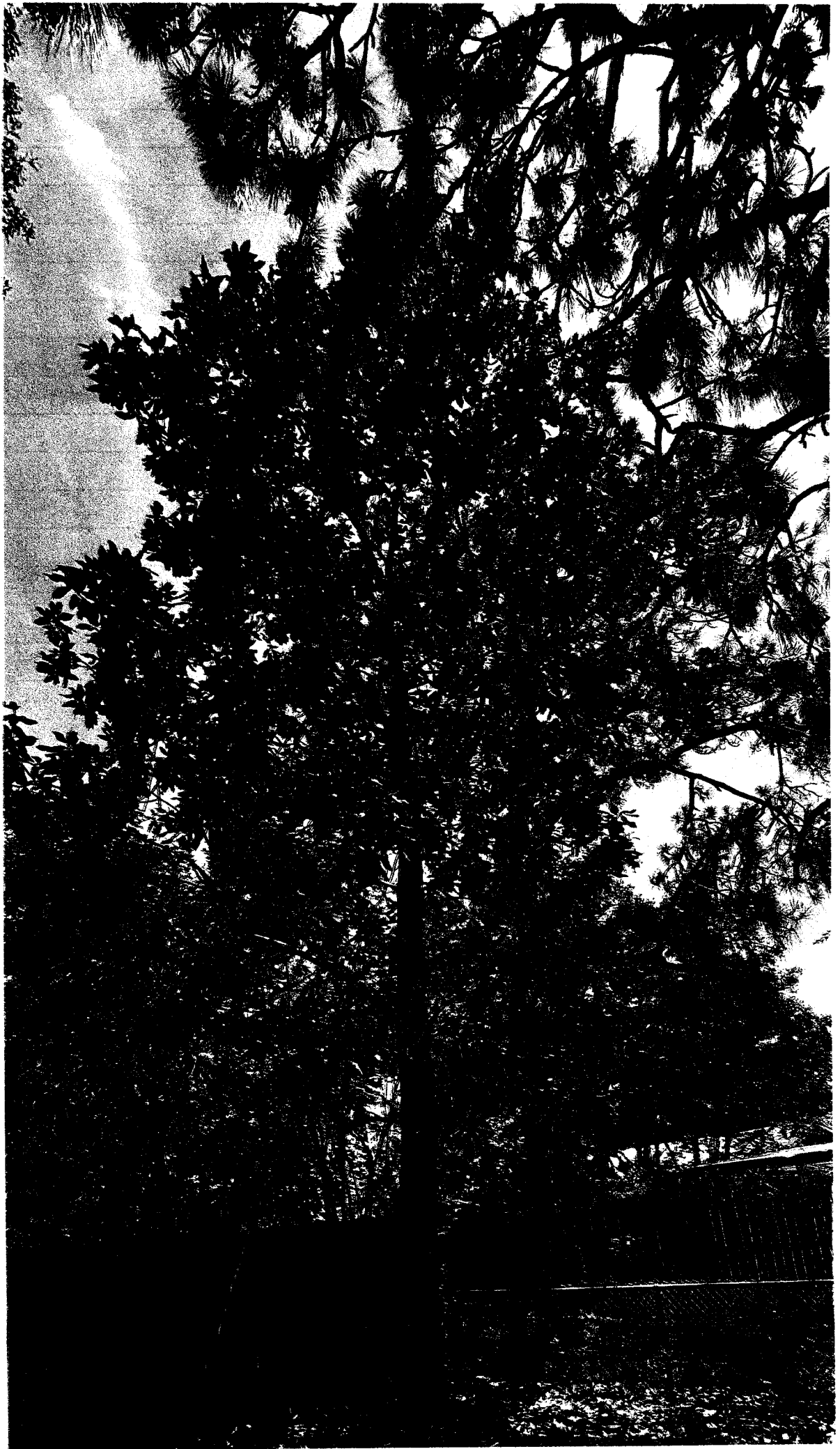
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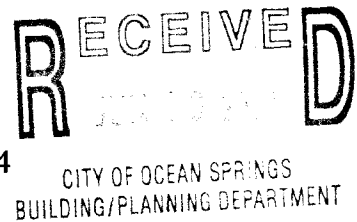
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☒ Picture(s) for Reference (All pictures must depict trees already marked with ribbon; if tree is not marked, it will be ineligible for TPC consideration)





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: _____

Address/Location of Work to be Performed: 1203 Bienville Blvd. O.S., MS 39564

Applicant Information:

Name: Trilbys | Blossman Gas Email: Janelle Moran@hotmail.com

Phone: [REDACTED] Alt Phone: [REDACTED]

Owner Information (if different than applicant):

Name: _____ Email: _____

Phone: _____ Alt Phone: _____

Tree Contractor Information (if applicable):

Name: Donnie McClain Email: _____

Phone: 228-219-⁶¹⁴⁹~~6149~~ Alt Phone: _____

Description of work or alteration to be performed: _____

pic 1 - Cut Limb to avoid trucks hitting

pic 2 - Cut Limb for parking

pic 3 - too close to building (insurance)

Recommend Approving Removal of Limbs to Prevent Damage to Roof and Auto Traffic

Danell J. Judd 6/14/22

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)

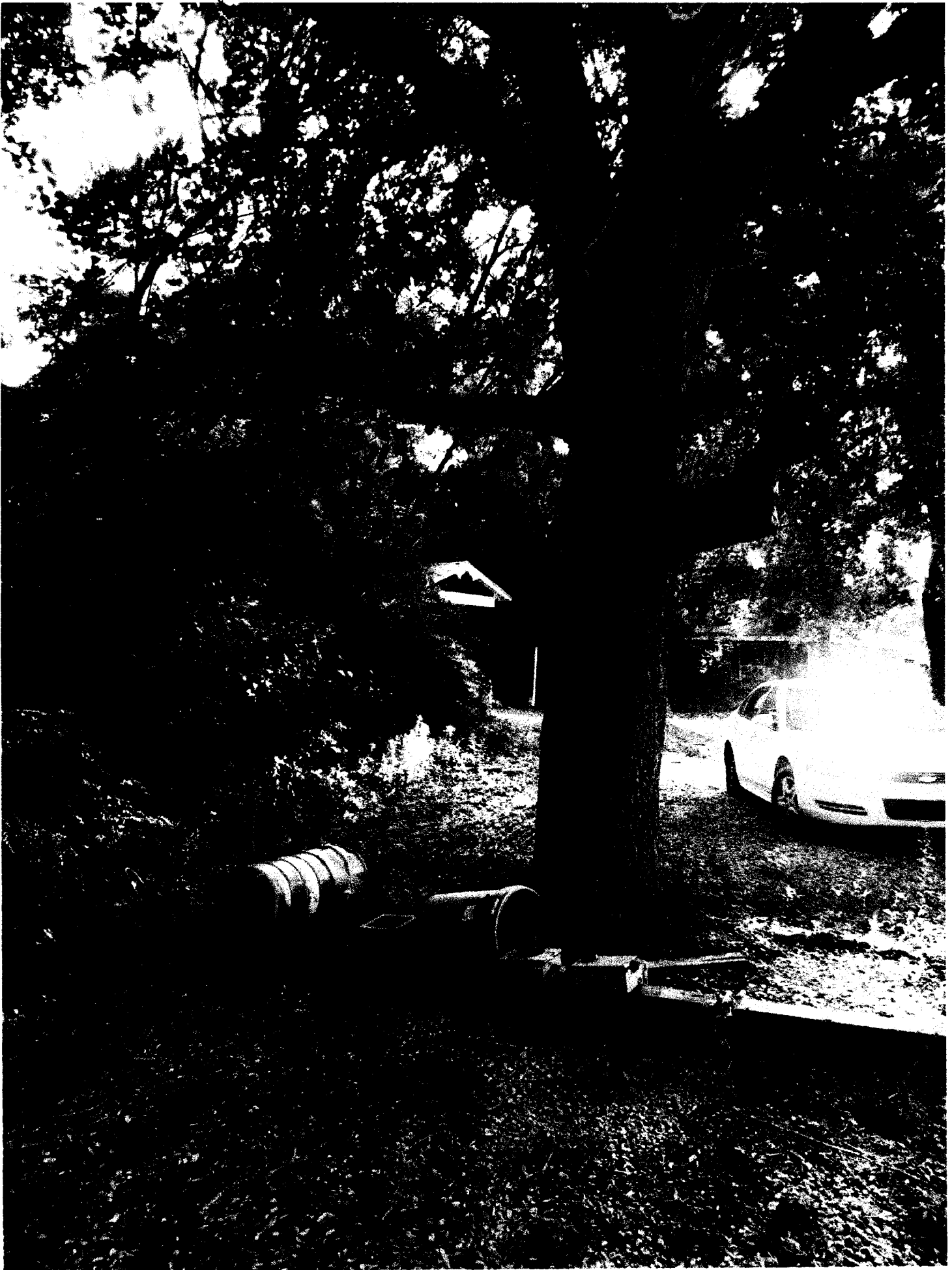
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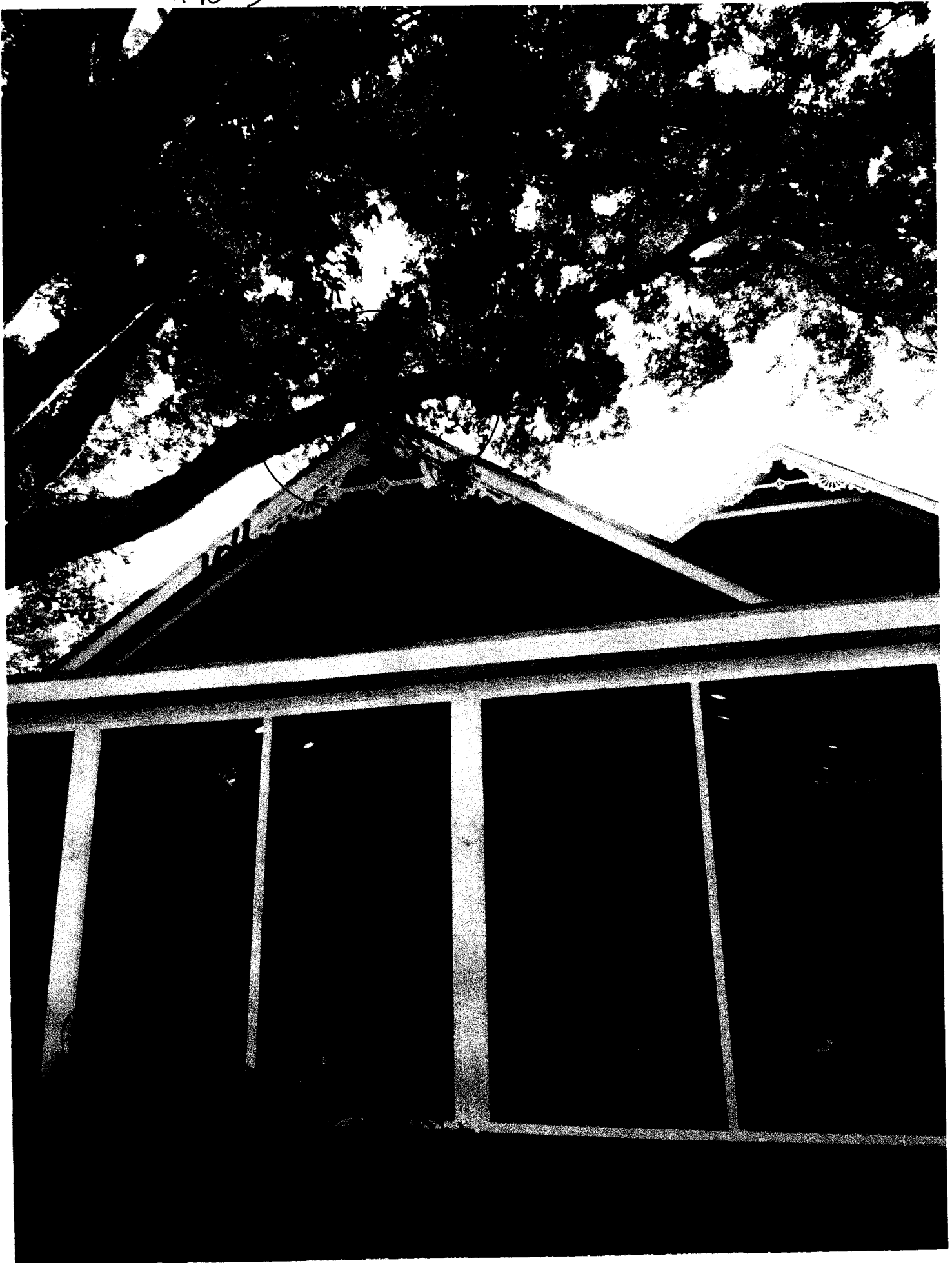
Disc 1



pic 2



Pic 3





Ocean Springs, MS

Expense Approval Report

By Vendor Name

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: 05775 - ACLARA TECHNOLOGIES LLC					
ACLARA TECHNOLOGIES LLC	21105614 RI	06/21/2022	MTU'S	401-710-918-0000	52,500.00
Vendor 05775 - ACLARA TECHNOLOGIES LLC Total:					52,500.00
Vendor: 02175 - ALABAMA MEDIA GROUP					
ALABAMA MEDIA GROUP	0010340924	06/21/2022	PUBLIC HEARING 1202	001-190-610-0000	20.04
ALABAMA MEDIA GROUP	0010340925	06/21/2022	LAFONTAINE CUP	001-190-610-0000	21.60
ALABAMA MEDIA GROUP	0010340926	06/21/2022	PUBLIC HEARING CHEROKEE	001-190-610-0000	21.48
ALABAMA MEDIA GROUP	0010340928	06/21/2022	GLEN PLAT AMENDMENT	001-190-610-0000	20.28
ALABAMA MEDIA GROUP	0010340929	06/21/2022	PUBLIC HEARING UDC	001-190-610-0000	23.28
Vendor 02175 - ALABAMA MEDIA GROUP Total:					106.68
Vendor: 02074 - ALEXIS WILLIAMS					
ALEXIS WILLIAMS	R00156336	06/21/2022	COMMUNITY CENTER	001-001-341-0341	300.00
Vendor 02074 - ALEXIS WILLIAMS Total:					300.00
Vendor: 02765 - ANGELA MASSEY					
ANGELA MASSEY	102	06/21/2022	DEPOSIT REFUND	001-196-600-0002	93.75
Vendor 02765 - ANGELA MASSEY Total:					93.75
Vendor: 05962 - ARISTA INFORMATION SYSTEMS, INC					
ARISTA INFORMATION SYSTE	INV-AIS-0005484	06/21/2022	CLEANING SERVICES 6/1 - 6/2	401-710-606-0000	4,370.05
Vendor 05962 - ARISTA INFORMATION SYSTEMS, INC Total:					4,370.05
Vendor: 02521 - ARROW LANDSCAPE DESIGNS LLC					
ARROW LANDSCAPE DESIGNS	003	06/21/2022	WATER BILL PRINTING, PDF, AND POSTAGE MAY 2022	001-301-600-0601	1,236.92
ARROW LANDSCAPE DESIGNS	003	06/21/2022	MAY - LAWN MAINTENANCE	001-301-600-0601	2,584.62
Vendor 02521 - ARROW LANDSCAPE DESIGNS LLC Total:					3,821.54
Vendor: 05742 - AT&T					
AT&T	INV0014415	06/21/2022	MUNICIPAL BUILDINGS	001-200-612-0000	204.00
Vendor 05742 - AT&T Total:					204.00
Vendor: 04873 - AUDIO WAVE, INC.					
AUDIO WAVE, INC.	A 55364	06/21/2022	SPECIAL ASSEMBLY JUNE 2022	001-200-630-0000	12.50
AUDIO WAVE, INC.	A 55364	06/21/2022	662 M71-4327 001 0590	001-200-630-0000	190.00
Vendor 04873 - AUDIO WAVE, INC. Total:					202.50
Vendor: 06158 - AUTOZONE PARTS, INC					
AUTOZONE PARTS, INC	0216035215	06/21/2022	Heavy duty battery 31-950	001-301-563-0000	243.18
Vendor 06158 - AUTOZONE PARTS, INC Total:					243.18
Vendor: 01306 - BILOXI PAPER CO INC					
BILOXI PAPER CO INC	424074	06/21/2022	#000097512	001-550-510-0000	494.00
BILOXI PAPER CO INC	424074	06/21/2022	Tork Paper Towels	001-550-510-0000	57.60
BILOXI PAPER CO INC	424074	06/21/2022	55 Gal Trash Bags	001-550-510-0000	339.20
Vendor 01306 - BILOXI PAPER CO INC Total:					890.80
Vendor: 04540 - BROWN, MITCHELL & ALEXANDER, INC					
BROWN, MITCHELL & ALEXAN	24544	06/21/2022	Jumbo Toilet Tissue	001-120-600-0612	1,865.00
BROWN, MITCHELL & ALEXAN	24545	06/21/2022	CITY ENGINEERING MAY 2022	001-001-053-0008	729.00
Vendor 04540 - BROWN, MITCHELL & ALEXANDER, INC Total:					2,594.00

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
BROWN, MITCHELL & ALEXAN	24546	06/21/2022	OS RD PHASE I PRELIMINARY ENG MAY 2022	308-330-911-0001	812.00
Vendor 04540 - BROWN, MITCHELL & ALEXANDER, INC Total:					3,406.00
Vendor: 02619 - BRYAN MILLING					
BRYAN MILLING	0316	06/21/2022	PICTURE RAIL MOLDING FOR HISTORY MUSEUM EXP	001-196-645-0000	315.00
Vendor 02619 - BRYAN MILLING Total:					315.00
Vendor: 03204 - C SPIRE WIRELESS					
C SPIRE WIRELESS	INV0014493	06/21/2022	CELL PHONE INTERNATIONAL ROAMING	001-001-023-0000	5.82
C SPIRE WIRELESS	INV0014493	06/21/2022	CELL PHONE CHARGES	001-110-611-0000	35.75
C SPIRE WIRELESS	INV0014493	06/21/2022	MAYOR CELL PHONE	001-120-611-0000	107.25
C SPIRE WIRELESS	INV0014493	06/21/2022	CITY CLERK CELL PHONE	001-140-611-0000	35.75
C SPIRE WIRELESS	INV0014493	06/21/2022	HUMAN RESOURCE CELL PHONE	001-180-611-0000	35.75
C SPIRE WIRELESS	INV0014493	06/21/2022	BLDG DEPT CELL PHONE	001-191-611-0000	107.25
C SPIRE WIRELESS	INV0014493	06/21/2022	CELL PHONE CHARGES	001-200-611-0000	1,340.29
C SPIRE WIRELESS	INV0014493	06/21/2022	CELL PHONE CHARGES	001-260-611-0000	35.75
C SPIRE WIRELESS	INV0014493	06/21/2022	LG TABLET - FIRE	001-260-611-0000	34.33
C SPIRE WIRELESS	INV0014493	06/21/2022	CELL PHONE CHARGES	001-300-611-0000	71.50
C SPIRE WIRELESS	INV0014493	06/21/2022	LG TABLET - PW	001-300-611-0000	34.33
C SPIRE WIRELESS	INV0014493	06/21/2022	CELL PHONE CHARGES	001-301-611-0000	57.12
C SPIRE WIRELESS	INV0014493	06/21/2022	CELL PHONE CHARGES - T. JONES	001-351-611-0000	21.37
C SPIRE WIRELESS	INV0014493	06/21/2022	CELL PHONE CHARGES - S. FARNSWORTH	001-352-611-0000	35.75
C SPIRE WIRELESS	INV0014493	06/21/2022	DRAINAGE CALL OUT PHONE	001-352-611-0000	21.37
C SPIRE WIRELESS	INV0014493	06/21/2022	CELL PHONE CHARGES	001-550-611-0000	164.37
C SPIRE WIRELESS	INV0014493	06/21/2022	CELL PHONE CHARGES	401-710-611-0000	71.50
C SPIRE WIRELESS	INV0014493	06/21/2022	WATER DEPT CELL PHONE	401-750-611-0000	57.12
C SPIRE WIRELESS	INV0014493	06/21/2022	LG TABLET - SEWER	401-751-611-0000	34.33
C SPIRE WIRELESS	INV0014493	06/21/2022	CELL PHONE CHARGES	401-751-611-0000	71.50
Vendor 03204 - C SPIRE WIRELESS Total:					2,378.20
Vendor: 00083 - CENTER POINT ENERGY-ENTEX					
CENTER POINT ENERGY-ENTE	INV0014416	06/21/2022	3062130-4 / 1409 MIDDLE AV	001-550-625-0000	30.77
CENTER POINT ENERGY-ENTE	INV0014417	06/21/2022	9069605-5 / 3820 BIENVILLE BLVD	001-260-625-0000	69.64
CENTER POINT ENERGY-ENTE	INV0014418	06/21/2022	3068913-7 / 720 PINE DRIVE	401-751-625-0000	30.77
CENTER POINT ENERGY-ENTE	INV0014419	06/21/2022	6400671651-4 / 611 MAGNOLIA AVE	551-551-625-0000	53.27
CENTER POINT ENERGY-ENTE	INV0014420	06/21/2022	6400415252-2 / 400 ALICE ST	001-550-625-0000	32.92
CENTER POINT ENERGY-ENTE	INV0014421	06/21/2022	3137039-8 / 2830 GOV'T STREET	001-260-625-0000	41.00
CENTER POINT ENERGY-ENTE	INV0014422	06/21/2022	9369075-8 / 3810 BIENVILLE BLVD	001-200-625-0000	101.34
CENTER POINT ENERGY-ENTE	INV0014423	06/21/2022	3074142-5 / 724 PINE DR	001-301-625-0000	47.13
CENTER POINT ENERGY-ENTE	INV0014424	06/21/2022	7984159-9 / 1018 PORTER AVE B	001-301-625-0000	31.79
CENTER POINT ENERGY-ENTE	INV0014425	06/21/2022	3049209-4 / 516 WASHINGTON AVE	001-193-625-0000	31.79
CENTER POINT ENERGY-ENTE	INV0014426	06/21/2022	7455154-0 / 1018 PORTER AVE A	001-140-625-0000	38.96
CENTER POINT ENERGY-ENTE	INV0014427	06/21/2022	6400671646-4 / 1612 GOV'T ST (HEADSTART)	551-551-625-0000	128.96
CENTER POINT ENERGY-ENTE	INV0014428	06/21/2022	6537669-1 / 503 DEWEY AVE GENERATOR	001-200-625-0000	30.77
CENTER POINT ENERGY-ENTE	INV0014429	06/21/2022	3086932-5 / 1226 BIENVILLE BLVD	001-260-625-0000	37.93
CENTER POINT ENERGY-ENTE	INV0014430	06/21/2022	3049204-5 / 512 WASHINGTON AVE	001-194-625-0000	30.77
CENTER POINT ENERGY-ENTE	INV0014431	06/21/2022	3049226-8 / 1018 PORTER AV	001-140-625-0000	30.77

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CENTER POINT ENERGY-ENTE	INV0014432	06/21/2022	6400671650-6 / 710 MAGNOLIA AVE	001-550-625-0000	30.77
CENTER POINT ENERGY-ENTE	INV0014433	06/21/2022	8394283-9 / 1600 GOV'T ST	001-196-625-0000	35.89
CENTER POINT ENERGY-ENTE	INV0014434	06/21/2022	7984165-6 / 405 HALSTEAD R	001-301-625-0000	30.77
Vendor 00083 - CENTER POINT ENERGY-ENTEX Total:					866.01
Vendor: 05654 - CHANCELLOR, INC.					
CHANCELLOR, INC.	030233530-02	06/21/2022	2-IN-PVC-TYPE-LB CONDUIT BODY	174-405-560-0000	16.42
CHANCELLOR, INC.	030235412-01	06/21/2022	PVC cond cement, quart	401-705-560-0000	34.08
CHANCELLOR, INC.	030235412-01	06/21/2022	20A 120/277v sp sw	401-705-560-0000	35.69
CHANCELLOR, INC.	030235412-01	06/21/2022	rechargeable headlamp	401-705-560-0000	42.00
CHANCELLOR, INC.	030235412-01	06/21/2022	16oz galvanize coating	401-705-560-0000	51.68
CHANCELLOR, INC.	030235412-01	06/21/2022	6-pc screwdriver set	401-705-560-0000	62.49
CHANCELLOR, INC.	030235412-01	06/21/2022	coding tape 35-green 3/4x66	401-705-560-0000	20.12
CHANCELLOR, INC.	030235412-01	06/21/2022	elec coating	401-705-560-0000	79.32
CHANCELLOR, INC.	030235412-01	06/21/2022	8oz clr slcn tube	401-705-560-0000	111.40
CHANCELLOR, INC.	030235412-01	06/21/2022	spring nut 1/4	401-705-560-0000	166.01
CHANCELLOR, INC.	030235412-01	06/21/2022	20A 125V ivy bld rcpt	401-705-560-0000	25.94
CHANCELLOR, INC.	030235412-01	06/21/2022	spring nut 3/8	401-705-560-0000	178.53
CHANCELLOR, INC.	030235412-01	06/21/2022	super 33+ vinyl tpe 3/4X76ft	401-705-560-0000	70.90
CHANCELLOR, INC.	030235412-01	06/21/2022	cable tie L-14-120-0-C	401-705-560-0000	25.16
CHANCELLOR, INC.	030235412-01	06/21/2022	bimetal recip blade	401-705-560-0000	8.98
CHANCELLOR, INC.	030235412-01	06/21/2022	16oz penetrating solvent	401-705-560-0000	24.62
CHANCELLOR, INC.	030235412-01	06/21/2022	coding tape 35-white 3/4x66	401-705-560-0000	20.12
CHANCELLOR, INC.	030235412-01	06/21/2022	coding tape 35-blue 3/4X66ft	401-705-560-0000	20.12
CHANCELLOR, INC.	030235412-01	06/21/2022	Plstc anch kit	401-705-560-0000	24.98
CHANCELLOR, INC.	030235412-01	06/21/2022	mini ratchet set	401-705-560-0000	15.72
CHANCELLOR, INC.	030235412-01	06/21/2022	sp 15A 120V ac sw	401-705-560-0000	15.65
CHANCELLOR, INC.	030235412-01	06/21/2022	IV dplx recpt mema5-15R	401-705-560-0000	17.42
CHANCELLOR, INC.	030235412-01	06/21/2022	fender washer	401-705-560-0000	12.93
CHANCELLOR, INC.	030235412-01	06/21/2022	coding tape 35-red 3/4x66ft	401-705-560-0000	20.12
CHANCELLOR, INC.	030235412-01	06/21/2022	rnd hd mch scr 1/4-20x1	401-705-560-0000	8.16
CHANCELLOR, INC.	030235412-01	06/21/2022	fndr wshr 1/4x1-1/4 jr	401-705-560-0000	7.48
CHANCELLOR, INC.	030235412-01	06/21/2022	reciprocating saw blade KLE 31741	401-705-560-0000	15.01
CHANCELLOR, INC.	030235412-01	06/21/2022	nut driver	401-705-560-0000	90.90
CHANCELLOR, INC.	030235412-02	06/21/2022	20oz degreaser	401-705-560-0000	35.96
CHANCELLOR, INC.	030235412-02	06/21/2022	COR special drill bits 1/16 to 1/2	401-705-560-0000	162.00
Vendor 05654 - CHANCELLOR, INC. Total:					1,419.91
Vendor: 00326 - CHEMSEARCH					
CHEMSEARCH	7823971	06/21/2022	Biocide MB-1000, 25lb #12023534	001-350-560-0000	759.56
CHEMSEARCH	7823971	06/21/2022	Soil sterilant, winfield pramitol 25E #12040998	001-353-546-0000	632.00
CHEMSEARCH	7750967	06/21/2022	Trailblazer maxx, 2 x 2.5 GL	001-301-543-0000	4,951.61
Vendor 00326 - CHEMSEARCH Total:					6,343.17
Vendor: VEN01005 - COAST EQUIPMENT SERVICES					
COAST EQUIPMENT SERVICES	2818	06/21/2022	Pump repair on #86 water truck	401-751-630-0000	3,630.50
Vendor VEN01005 - COAST EQUIPMENT SERVICES Total:					3,630.50
Vendor: 02783 - COMPASS GROUP					
COMPASS GROUP	INV0014435	06/21/2022	BUSINESS LICENSE OVERPAYMENT #00275	001-001-359-0000	65.98
Vendor 02783 - COMPASS GROUP Total:					65.98
Vendor: 02376 - CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC.					
CONSOLIDATED ELECTRICAL D	2871-1029870	06/21/2022	FSP7004G150K SPARTA SPORTS LIGHTS W 8FT WHIP	008-550-911-0924	42,144.00
Vendor 02376 - CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC. Total:					42,144.00

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: 00618 - CONSOLIDATED PIPE & SUPPLY CO INC					
CONSOLIDATED PIPE & SUPPL	3723081-000-000	06/21/2022	Black Nipples for Water Truck Sewer #86	401-751-563-0000	30.00
CONSOLIDATED PIPE & SUPPL	3729203-000-000	06/21/2022	METER BOXES	401-710-560-0000	1,350.00
Vendor 00618 - CONSOLIDATED PIPE & SUPPLY CO INC Total:					1,380.00
Vendor: 00219 - COVINGTON SALES & SERVICE INC					
COVINGTON SALES & SERVICE	93240	06/21/2022	2" Grey Spirolite hose (per ft) #3008-0016	401-751-563-0000	45.90
COVINGTON SALES & SERVICE	93240	06/21/2022	Oil Seal #1177489	401-751-563-0000	212.89
COVINGTON SALES & SERVICE	93240	06/21/2022	Cyl Cover Studs L1114 #5251859	401-751-563-0000	19.09
COVINGTON SALES & SERVICE	93240	06/21/2022	Valve Chamber Stud #124834	401-751-563-0000	16.75
Vendor 00219 - COVINGTON SALES & SERVICE INC Total:					294.63
Vendor: 05677 - CYPRESS LANES, LLC					
CYPRESS LANES, LLC	INV0014370	06/21/2022	Bowling for 120 campers on 6/3/22	001-550-690-0000	291.00
Vendor 05677 - CYPRESS LANES, LLC Total:					291.00
Vendor: 03325 - DAHL'S AUTOMOTIVE PARTS, INC					
DAHL'S AUTOMOTIVE PARTS, I	757378	06/21/2022	car battery	001-550-575-0000	136.47
DAHL'S AUTOMOTIVE PARTS, I	757578	06/21/2022	2607226 Control arm and ball	001-200-563-0000	115.34
DAHL'S AUTOMOTIVE PARTS, I	757578	06/21/2022	2607225 Control arm and ball	001-200-563-0000	115.34
DAHL'S AUTOMOTIVE PARTS, I	757578	06/21/2022	6022857 Engine mount	001-200-563-0000	96.65
DAHL'S AUTOMOTIVE PARTS, I	757578	06/21/2022	Shipping	001-200-563-0000	17.99
DAHL'S AUTOMOTIVE PARTS, I	757578	06/21/2022	2608146 Control arm	001-200-563-0000	202.68
DAHL'S AUTOMOTIVE PARTS, I	757752	06/21/2022	bladerunner belt	001-550-575-0000	109.57
DAHL'S AUTOMOTIVE PARTS, I	757868	06/21/2022	ABS sensor (#25 F250) #532324	001-301-563-0000	65.24
DAHL'S AUTOMOTIVE PARTS, I	757868	06/21/2022	Coil boots (#26 F250) #70246	001-301-563-0000	47.20
DAHL'S AUTOMOTIVE PARTS, I	757868	06/21/2022	A/C belt (#16 2005 GMC) #25040378HD	001-301-563-0000	32.18
DAHL'S AUTOMOTIVE PARTS, I	757868	06/21/2022	Serp belt (#16 2005 GMC) #25060923	001-301-563-0000	31.44
DAHL'S AUTOMOTIVE PARTS, I	757868	06/21/2022	Belt tensioner (#16 2005 GMC) #38158	001-301-563-0000	29.59
DAHL'S AUTOMOTIVE PARTS, I	757868	06/21/2022	Hose #H-177	001-301-563-0000	28.75
DAHL'S AUTOMOTIVE PARTS, I	757868	06/21/2022	Belt tensioner (#16 2005 GMC) #38159	001-301-563-0000	25.59
DAHL'S AUTOMOTIVE PARTS, I	757868	06/21/2022	Dot3 brake fluid, gal #35101	001-301-563-0000	24.75
DAHL'S AUTOMOTIVE PARTS, I	757868	06/21/2022	20 amp fuse #7822019	001-301-563-0000	5.46
DAHL'S AUTOMOTIVE PARTS, I	757868	06/21/2022	20 amp fuse #782 3045	001-301-563-0000	16.88
DAHL'S AUTOMOTIVE PARTS, I	757868	06/21/2022	15 amp fuse #7822018	001-301-563-0000	5.46
DAHL'S AUTOMOTIVE PARTS, I	757868	06/21/2022	10 amp fuse #7822017	001-301-563-0000	5.46
DAHL'S AUTOMOTIVE PARTS, I	757868	06/21/2022	30 amp fuse #7822021	001-301-563-0000	5.46
DAHL'S AUTOMOTIVE PARTS, I	757868	06/21/2022	A/C freon #134A refrigerant	001-301-563-0000	95.88
DAHL'S AUTOMOTIVE PARTS, I	757868	06/21/2022	25 amp fuse #7822020	001-301-563-0000	5.46
DAHL'S AUTOMOTIVE PARTS, I	757868	06/21/2022	7-12 fuse #7822016	001-301-563-0000	4.90
DAHL'S AUTOMOTIVE PARTS, I	757868	06/21/2022	40 amp fuse #7822022	001-301-563-0000	4.40
DAHL'S AUTOMOTIVE PARTS, I	757868	06/21/2022	Idler pulley (#16 2005 GMC) #36299	001-301-563-0000	21.82
DAHL'S AUTOMOTIVE PARTS, I	757868	06/21/2022	A/C Kit (#16 2005 GMC) #TEM25140MK	001-301-563-0000	249.51
DAHL'S AUTOMOTIVE PARTS, I	757868	06/21/2022	Belt #4L460W	001-301-563-0000	21.44
DAHL'S AUTOMOTIVE PARTS, I	757868	06/21/2022	NO TM Delay (#18 Dodge 3500) #ANL-500	001-351-563-0000	17.78
DAHL'S AUTOMOTIVE PARTS, I	757868	06/21/2022	Shift level (#90 Ford Ranger) #730-6982-1	401-751-563-0000	33.59
DAHL'S AUTOMOTIVE PARTS, I	757868	06/21/2022	Blower relay (#83 Ford Ranger) #AR272	401-751-563-0000	33.20
DAHL'S AUTOMOTIVE PARTS, I	757868	06/21/2022	Shift tube (#90 Ford Ranger) #905-0095-1	401-751-563-0000	5.63

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
DAHL'S AUTOMOTIVE PARTS, I	758319	06/21/2022	balderunner belt, tire sealant, tire rep stl kit	001-550-575-0000	94.82
DAHL'S AUTOMOTIVE PARTS, I	758615	06/21/2022	supplies for repairs at fort, 57, senior center	001-550-560-0000	59.97
Vendor 03325 - DAHL'S AUTOMOTIVE PARTS, INC Total:					1,765.90
Vendor: 02551 - DALE PARTNERS ARCHITECTS P.A.					
DALE PARTNERS ARCHITECTS	20052-1004	06/21/2022	DT TRAFFIC/TRAVEL/PARKING STUDY	309-330-600-0600	15,234.10
Vendor 02551 - DALE PARTNERS ARCHITECTS P.A. Total:					15,234.10
Vendor: 02744 - DENNIS WALKER					
DENNIS WALKER	INV0014436	06/21/2022	WORK ON NATIVE AMERICAN EXHIBIT	001-196-645-0000	153.13
Vendor 02744 - DENNIS WALKER Total:					153.13
Vendor: 00227 - DOGWOOD CERAMICS					
DOGWOOD CERAMICS	6495	06/21/2022	112 Clay, 240 clay	001-550-540-0542	738.50
Vendor 00227 - DOGWOOD CERAMICS Total:					738.50
Vendor: 00125 - DPC ENTERPRISES L.P.					
DPC ENTERPRISES L.P.	212001100-22	06/21/2022	Chlorine cylinder delivery to wells	401-750-543-0000	473.28
DPC ENTERPRISES L.P.	212001101-22	06/21/2022	Chlorine cylinder delivery to wells	401-750-543-0000	473.28
DPC ENTERPRISES L.P.	212001102-22	06/21/2022	Chlorine cylinder delivery to wells	401-750-543-0000	315.52
DPC ENTERPRISES L.P.	212001103-22	06/21/2022	Chlorine cylinder delivery to wells	401-750-543-0000	473.28
Vendor 00125 - DPC ENTERPRISES L.P. Total:					1,735.36
Vendor: 00864 - DPS CRIME LAB					
DPS CRIME LAB	90118981	06/21/2022	ANALYTICAL FEES JUNE 2022	001-200-699-0000	180.00
Vendor 00864 - DPS CRIME LAB Total:					180.00
Vendor: 04792 - E FIRE SOUTHERN, INC.					
E FIRE SOUTHERN, INC.	29823	06/21/2022	Labor for smoke detector trouble shooting	001-200-630-0000	129.00
E FIRE SOUTHERN, INC.	29823	06/21/2022	Smoke detectors	001-200-630-0000	267.00
Vendor 04792 - E FIRE SOUTHERN, INC. Total:					396.00
Vendor: 05394 - EAGLE ENERGY INC.					
EAGLE ENERGY INC.	35085	06/21/2022	Fuel	001-200-525-0000	5,274.54
EAGLE ENERGY INC.	35163	06/21/2022	Annual fuel delivery service to Public Works	401-750-525-0000	9,520.85
EAGLE ENERGY INC.	35164	06/21/2022	Annual fuel delivery service to Public Works	401-750-525-0000	7,040.91
EAGLE ENERGY INC.	35240	06/21/2022	Fuel	001-200-525-0000	10,654.78
Vendor 05394 - EAGLE ENERGY INC. Total:					32,491.08
Vendor: 03684 - EXPRESS SERVICES, INC.					
EXPRESS SERVICES, INC.	27317871	06/21/2022	TEMP AGENCY HOURS 6.5.22	001-301-614-0000	1,893.28
EXPRESS SERVICES, INC.	27317871	06/21/2022	TEMP AGENCY HOURS 6.5.22	001-352-614-0000	1,119.65
EXPRESS SERVICES, INC.	27317871	06/21/2022	TEMP AGENCY HOURS 6.5.22	401-751-614-0000	584.96
EXPRESS SERVICES, INC.	27317889	06/21/2022	TEMP AGENCY HOURS S. BRUMFIELD 6/5/22	001-550-614-0000	401.04
EXPRESS SERVICES, INC.	27350816	06/21/2022	TEMP AGENCY HOURS 6/12/2	001-301-614-0000	3,243.19
EXPRESS SERVICES, INC.	27350816	06/21/2022	TEMP AGENCY HOURS 6/12/2	001-352-614-0000	1,462.40
EXPRESS SERVICES, INC.	27350816	06/21/2022	TEMP AGENCY HOURS 6/12/2	401-751-614-0000	731.20
Vendor 03684 - EXPRESS SERVICES, INC. Total:					9,435.72
Vendor: 00419 - FAST EDDIE'S, INC					
FAST EDDIE'S, INC	123352	06/21/2022	Oil change and filter on police fleet;credit 38.50	001-200-525-0000	7.00
FAST EDDIE'S, INC	123432	06/21/2022	Oil change and filter replacement on police fleet	001-200-525-0000	74.95

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
FAST EDDIE'S, INC	123436	06/21/2022	Oil change and filter replacement on police fleet	001-200-525-0000	50.00
Vendor 00419 - FAST EDDIE'S, INC Total:					131.95
Vendor: 03427 - FASTENAL COMPANY					
FASTENAL COMPANY	MSPAS93029	06/21/2022	Screws for boat launch	001-550-563-0000	158.10
FASTENAL COMPANY	MSPAS93130	06/21/2022	Clean Choice perforated roll towel/case #0616097	001-300-510-0000	58.50
FASTENAL COMPANY	MSPAS93130	06/21/2022	Clean Choice center pull paper towel #0601844	001-300-510-0000	160.35
FASTENAL COMPANY	MSPAS93130	06/21/2022	2XL COOS logo'd safety vest #10845-03819	001-301-560-0000	88.30
FASTENAL COMPANY	MSPAS93130	06/21/2022	Heavy duty duct tape #0617168	001-301-560-0000	65.05
FASTENAL COMPANY	MSPAS93130	06/21/2022	Orange nitrile gloves/box #1305606	001-301-560-0000	35.15
FASTENAL COMPANY	MSPAS93130	06/21/2022	Smoke frame safety glasses #1050074	001-301-560-0000	38.20
FASTENAL COMPANY	MSPAS93130	06/21/2022	AA Duracell Alkaline battery/pack #0215008	001-301-560-0000	30.72
FASTENAL COMPANY	MSPAS93130	06/21/2022	6oz Insect repellant/case #0621045	001-301-560-0000	122.52
Vendor 03427 - FASTENAL COMPANY Total:					756.89
Vendor: 00428 - FRASIER'S NURSERY, INC					
FRASIER'S NURSERY, INC	081362	06/21/2022	Soil conditioner for Ft Maurepas landscape project	008-550-911-0928	600.00
FRASIER'S NURSERY, INC	081444	06/21/2022	Mulch for Fort Maurepas	008-550-911-0928	500.00
Vendor 00428 - FRASIER'S NURSERY, INC Total:					1,100.00
Vendor: 00313 - GULF COAST BUSINESS SUPPLY CO INC					
GULF COAST BUSINESS SUPPL	240590	06/21/2022	trodar 4913-BLACK	001-140-500-0000	25.00
GULF COAST BUSINESS SUPPL	240726	06/21/2022	PAPER COPY 8.5X11 WHITE 20LB-5000 SHEETS 10 REAMS	001-110-500-0000	83.54
GULF COAST BUSINESS SUPPL	240726	06/21/2022	IVR52600 LARGE MOUSE PAD	001-110-500-0000	9.92
GULF COAST BUSINESS SUPPL	240726	06/21/2022	TRPU024006 USB CABLE	001-110-500-0000	16.89
GULF COAST BUSINESS SUPPL	240726	06/21/2022	DYM30252 LABELS	001-110-500-0000	60.38
GULF COAST BUSINESS SUPPL	240726	06/21/2022	SJN333455 AIR FRESHENER	001-110-500-0000	35.80
GULF COAST BUSINESS SUPPL	240726	06/21/2022	TRPU225004R USB HUBS	001-110-500-0000	55.80
GULF COAST BUSINESS SUPPL	240726	06/21/2022	PIL84066 BLUE GEL PENS	001-110-500-0000	60.28
GULF COAST BUSINESS SUPPL	240726	06/21/2022	LOG920002836 MK320	001-110-500-0000	75.66
GULF COAST BUSINESS SUPPL	240726.2	06/21/2022	KEYBOARD AND MOUSE SET BICGSM609BE BLUE	001-110-500-0000	15.24
GULF COAST BUSINESS SUPPL	240726.1	06/21/2022	DISPOABLE PENS AOPLT412MS RHINOLIN DESK	001-110-500-0000	34.94
GULF COAST BUSINESS SUPPL	240726.1	06/21/2022	PAD VER70102 CD/DVD BURNER	001-110-500-0000	169.99
Vendor 00313 - GULF COAST BUSINESS SUPPLY CO INC Total:					643.44
Vendor: 05666 - GULF COAST SILK SCREENING					
GULF COAST SILK SCREENING	I1007219	06/21/2022	Visors for Summer Campers	001-550-540-0540	1,030.90
GULF COAST SILK SCREENING	I1007221	06/21/2022	Digitizing Fee -one time	001-550-540-0540	45.00
GULF COAST SILK SCREENING	I1007221	06/21/2022	Staff backpacks for Summer camp	001-550-540-0540	1,012.80
Vendor 05666 - GULF COAST SILK SCREENING Total:					2,088.70
Vendor: 04219 - GULF ISLANDS WATER PARK					
GULF ISLANDS WATER PARK	INV0014477	06/21/2022	BALANCE DUE FOR 6/15 SUMMER CAMP TRIP	001-550-690-0000	2,414.43
Vendor 04219 - GULF ISLANDS WATER PARK Total:					2,414.43
Vendor: 04230 - GULF STATES DISTRIBUTORS, INC.					
GULF STATES DISTRIBUTORS, I	1418931-IN	06/21/2022	NS-G 751-1000 Smith & Wesson M&P 15 SBR	103-200-916-0000	1,918.00
GULF STATES DISTRIBUTORS, I	1419185-IN	06/21/2022	CCI5200 9mm 115gr Blazer	001-200-541-0000	1,275.00

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
GULF STATES DISTRIBUTORS, I	1419455-IN	06/21/2022	HOR81265 5.56 70gr GMX TA	001-200-541-0000	370.00
Vendor 04230 - GULF STATES DISTRIBUTORS, INC. Total:					3,563.00
Vendor: 06263 - HANCOCK WHITNEY BANK					
HANCOCK WHITNEY BANK	229660	06/21/2022	LEASE 076529 CATERPILLER 308E2 EXCAVATOR	401-800-810-0009	98.93
HANCOCK WHITNEY BANK	229660	06/21/2022	LEASE 076529 CATERPILLER 308E2 EXCAVATOR	401-800-820-0009	2,099.11
HANCOCK WHITNEY BANK	229661	06/21/2022	LEASE 076530 CATERPILLAR 926M LOADER	401-800-810-0008	158.37
HANCOCK WHITNEY BANK	229661	06/21/2022	LEASE 076530 CATERPILLAR 926M LOADER	401-800-820-0008	3,360.14
Vendor 06263 - HANCOCK WHITNEY BANK Total:					5,716.55
Vendor: 02787 - HEATHER MCCARTHY					
HEATHER MCCARTHY	R00155895	06/21/2022	COMMUNITY CENTER DEPOSIT REFUND	001-001-341-0341	300.00
Vendor 02787 - HEATHER MCCARTHY Total:					300.00
Vendor: 05892 - INSITUFORM TECHNOLOGIES USA, LLC					
INSITUFORM TECHNOLOGIES	680811 PAY APP 5 FINAL	06/21/2022	CIPP LINING SEWER REHAB 2021	001-001-053-0001	12,697.34
Vendor 05892 - INSITUFORM TECHNOLOGIES USA, LLC Total:					12,697.34
Vendor: 05393 - INSTITUTE FOR MARINE MAMMAL STUDIES					
INSTITUTE FOR MARINE MAM	20220608-DS	06/21/2022	A & B Group Trip to IMMS 6/8/22	001-550-690-0000	530.00
INSTITUTE FOR MARINE MAM	20220609-DS	06/21/2022	C & D Group Field Trip to IMMS 6/9/22	001-550-690-0000	528.00
Vendor 05393 - INSTITUTE FOR MARINE MAMMAL STUDIES Total:					1,058.00
Vendor: 06238 - JACKSON COUNTY ADULT DETENTION CENTER					
JACKSON COUNTY ADULT DET	INV0014438	06/21/2022	PRISONER HOUSING MAY 202	001-200-520-0000	4,900.00
Vendor 06238 - JACKSON COUNTY ADULT DETENTION CENTER Total:					4,900.00
Vendor: 01479 - JACKSON COUNTY UTILITY AUTHORITY					
JACKSON COUNTY UTILITY AU	137612	06/21/2022	WATER - SUBSCRIBERS WHOLESALE MAY 2022	401-750-691-0000	13,349.50
JACKSON COUNTY UTILITY AU	137612	06/21/2022	WATER - SUBSCRIBERS WHOLESALE MAY 2022	401-750-691-0001	101.82
JACKSON COUNTY UTILITY AU	132829	06/21/2022	WATER - WHOLESALE BALANCE DUE FOR DEC 2021	401-750-691-0000	6,267.50
Vendor 01479 - JACKSON COUNTY UTILITY AUTHORITY Total:					19,718.82
Vendor: 04226 - JACKSON COUNTY UTILITY AUTHORITY					
JACKSON COUNTY UTILITY AU	1800	06/21/2022	WHOLESALE WW ESTIMATED FLOWS - CURRENT FY JUNE 22	401-751-691-0000	180,203.00
Vendor 04226 - JACKSON COUNTY UTILITY AUTHORITY Total:					180,203.00
Vendor: 02104 - JAMES C. FOSTER, JR.					
JAMES C. FOSTER, JR.	5	06/21/2022	CONSULTING SERVICES DAVIS BACON/MINIMUM WAGE	310-335-911-0000	105.00
JAMES C. FOSTER, JR.	5	06/21/2022	CONSULTING SERVICES DAVIS BACON/MINIMUM WAGE	310-336-911-0000	175.00
Vendor 02104 - JAMES C. FOSTER, JR. Total:					280.00
Vendor: 05346 - JAY BEARDEN CONSTRUCTION, INC.					
JAY BEARDEN CONSTRUCTION	1	06/21/2022	LIFT STATION #68 SEWER FORCE MAIN	001-001-053-0008	94,483.20
Vendor 05346 - JAY BEARDEN CONSTRUCTION, INC. Total:					94,483.20
Vendor: 04477 - JEF COAT CONSTRUCTION, LLC					
JEF COAT CONSTRUCTION, LLC	3162	06/21/2022	playground mulch for Trentwood Park	001-550-901-0914	6,550.00
Vendor 04477 - JEF COAT CONSTRUCTION, LLC Total:					6,550.00

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: 02482 - JENNIFER FERRELL					
JENNIFER FERRELL	INV0014439	06/21/2022	MILEAGE FOR PERSONAL VEHICLE USE 4/4 - 6/16	001-140-605-0607	19.30
Vendor 02482 - JENNIFER FERRELL Total:					19.30
Vendor: 02773 - JOHN R CURRY					
JOHN R CURRY	20861	06/21/2022	Bridgit curb ramps (approx 44ft) - Rayburn Ave	001-352-906-0000	1,298.00
Vendor 02773 - JOHN R CURRY Total:					1,298.00
Vendor: 03492 - JOHNSON DIESEL INC					
JOHNSON DIESEL INC	72922	06/21/2022	A/C condensor repair (#123 trash truck)	401-320-630-0000	221.90
Vendor 03492 - JOHNSON DIESEL INC Total:					221.90
Vendor: 02295 - JON THOMAS					
JON THOMAS	INV0014440	06/21/2022	OFFICIALS PAYMENT FOR ADULT BASKETBALL 6/14 - 6/3	001-550-688-0000	2,079.00
Vendor 02295 - JON THOMAS Total:					2,079.00
Vendor: 03091 - KEELING COMPANY					
KEELING COMPANY	S4147939.001	06/21/2022	repairs to busted pipe at Alice Street Ballfields	001-550-630-0000	169.49
KEELING COMPANY	S4146311.001	06/21/2022	Round Valve Boxes	001-353-546-0000	150.04
Vendor 03091 - KEELING COMPANY Total:					319.53
Vendor: 02932 - KESTNER,BRIAN					
KESTNER,BRIAN	INV0014464	06/21/2022	MEAL REIMBURSEMENT FIREARMS TRAINING 6/1 - 6/3	001-200-605-0607	58.88
Vendor 02932 - KESTNER,BRIAN Total:					58.88
Vendor: 01733 - MICHAEL RICHARD					
MICHAEL RICHARD	INV0014441	06/21/2022	PVC PIPE AND TAPE FOR EAST HELLMERS	401-750-563-0000	14.96
Vendor 01733 - MICHAEL RICHARD Total:					14.96
Vendor: 03111 - MISSISSIPPI DEVELOPMENT AUTHORITY					
MISSISSIPPI DEVELOPMENT A	INV0014442	06/21/2022	GMS: 50466	401-800-810-0005	197.59
MISSISSIPPI DEVELOPMENT A	INV0014442	06/21/2022	GMS: 50466	401-800-820-0005	1,674.01
Vendor 03111 - MISSISSIPPI DEVELOPMENT AUTHORITY Total:					1,871.60
Vendor: 03747 - MISSISSIPPI GULF COAST COMMUNITY COLLEGE					
MISSISSIPPI GULF COAST CO	6.10.22	06/21/2022	FLOW THROUGH TRAINING SHARED COST	001-180-699-0001	564.00
Vendor 03747 - MISSISSIPPI GULF COAST COMMUNITY COLLEGE Total:					564.00
Vendor: 04056 - MISSISSIPPI POWER					
MISSISSIPPI POWER	INV0014443	06/21/2022	11912-91032 1018 PORTER CHRISTMAS LIGHTS	001-301-625-0000	51.32
MISSISSIPPI POWER	INV0014443	06/21/2022	40636-48013 2230 GOVERNMENT ST NEW SCHOOL CROSSIN	001-301-625-0000	52.33
MISSISSIPPI POWER	INV0014443	06/21/2022	01267-96030 3199 GOVERNMENT ST TRAFFIC LIGHT	001-301-625-0000	53.82
MISSISSIPPI POWER	INV0014443	06/21/2022	08716-53020 927 WASHINGTON AVE - FESTIVAL POLE 2	001-301-625-0000	55.07
MISSISSIPPI POWER	INV0014443	06/21/2022	21030-05065 1409 GOVERNMENT ST METER FOR LIGHTS	001-301-625-0000	61.63
MISSISSIPPI POWER	INV0014443	06/21/2022	17231-93281 2230 GOVT ST, TACONI BB LIGHTING	001-301-625-0000	155.86
MISSISSIPPI POWER	INV0014443	06/21/2022	00739-95034 1702 DR JESSEE L TROTTER ST RESTROOM	001-550-625-0000	68.24
Vendor 04056 - MISSISSIPPI POWER Total:					498.27
Vendor: 00156 - MISSISSIPPI POWER COMPANY					
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	03451-61042 1014 PORTER S	001-140-625-0000	353.32

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	03661-61006 1018 PORTER S	001-140-625-0000	1,226.47
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	02191-61001 512 WASH AVE	001-193-625-0000	588.19
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	SENIOR CENTER		
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	01771-61009 512 WASH.	001-194-625-0000	1,016.21
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	AVE. COMMUNITY CENTER		
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	43938-12027 1600 GOVT ST.	001-196-625-0000	3,108.01
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	MARY O KEEFE		
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	39097-91021 MARY C	001-196-625-0000	100.56
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	OUTDOOR LIGHTS		
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	06561-63012 500 BIENVILLE	001-197-625-0000	81.63
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	BLVD		
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	09418-25010 731	001-197-625-0000	42.90
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	WASHINGTON AVE		
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	04291-61008 523 DEWEY AV	001-200-625-0000	443.44
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	12021-63005 1226 BIENVILLE	001-260-625-0000	560.62
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	BLVD		
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	56971-62007 2850 GOVT ST.	001-260-625-0000	305.50
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	- FD		
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	22351-62028 712 PINE DR	001-300-625-0000	152.64
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	23191-63009 712 PINE DRIVE	001-300-625-0000	851.25
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	UNIT A		
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	23821-63002 712 PINE DR	001-300-625-0000	333.65
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	22771-63016 710 PINE DRIVE	001-300-625-0000	434.71
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	22981-63016 726 PINE DR	001-300-625-0000	681.28
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	09555-13014 619	001-301-625-0000	57.93
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	WASHINGTON AVE		
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	39331-62007 158 LAFAYETTE	001-301-625-0000	53.96
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	CIRCLE SCHOOL CAUTION		
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	18210-80112 100 EARLE	001-301-625-0000	57.90
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	TAYLOR		
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	14791-62001 1802 GOVT	001-301-625-0000	53.75
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	STREET		
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	18214-06027 1599 BIENVILLE	001-301-625-0000	52.47
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	BLVD		
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	08435-88152 500 FRONT	001-301-625-0000	52.37
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	BEACH DR		
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	39541-62007 436 HANLEY RD	001-301-625-0000	53.82
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	- SCHOOL CAUTION		
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	05790-80041 1600 GOVT ST	001-301-625-0000	57.43
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	UNIT B		
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	64321-63003 3420 GOVT ST	001-301-625-0000	54.44
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	89121-61005 801 HOLCOMB	001-301-625-0000	57.20
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	BLVD		
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	14196-61145 712 PINE DR	001-301-625-0000	57.02
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	53601-61007 3000 BIENVILLE	001-301-625-0000	55.64
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	33475-02017 916 MLK JR	001-301-625-0000	55.47
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	08852-33170 1010 GOVT	001-301-625-0000	55.23
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	STREET		
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	03457-56023 1314	001-301-625-0000	55.19
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	GOVERNMENT ST		
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	19352-15205 702 CHURCH ST	001-301-625-0000	55.16
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	03753-61078 1103 BRISTOL	001-301-625-0000	54.53
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	BLVD		
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	59394-34031 927	001-301-625-0000	55.07
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	WASHINGTON AVE		
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	32449-80008 809	001-301-625-0000	55.07
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	WASHINGTON AVE		
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	05432-61187 3101 BREEZY	001-301-625-0000	54.34
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	HILL LN		
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	03799-68019 1102 BIENVILLE	001-301-625-0000	55.21
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	BLVD		
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	62841-61008 2701 BIENVILLE	001-301-625-0000	67.73
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	04097-78132 297 FRONT	001-301-625-0000	174.31
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	BEACH DR		

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	25770-40023 1104 GOVT STREET	001-301-625-0000	67.52
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	17221-52008 2014 BIENVILLE BLVD TRAFFIC LIGHT	001-301-625-0000	67.30
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	43430-85025 2901 GOVT TRAFFIC	001-301-625-0000	67.00
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	46681-63008 2850 GOVT STREET CAUTION LIGHT	001-301-625-0000	68.59
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	01239-32141 2651 GOV'T ST	001-301-625-0000	69.44
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	66831-61002 2107 BIENVILLE	001-301-625-0000	66.30
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	28595-76017 / 1226 BIENVILLE BLVD	001-301-625-0000	70.89
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	59901-61008 1103 BRISTOL BLVD	001-301-625-0000	66.30
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	57831-62000 417 HOLCOMB BLVD	001-301-625-0000	81.78
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	79011-61007 1504 BIENVILLE BLVD	001-301-625-0000	81.91
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	21879-95000 1101 BOWEN AVE	001-301-625-0000	64.50
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	01117-60046 1101 DESOTO S	001-301-625-0000	63.23
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	04398-10027 95 ASHLEY PLACE	001-301-625-0000	61.36
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	09399-64084 3155 BIENVILLE BLVD	001-301-625-0000	82.34
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	51741-62018 2339 GOVT STREET	001-301-625-0000	59.91
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	09291-63002 1102 BIENVILLE BLVD	001-301-625-0000	91.23
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	99841-61005 317 CALHOUN ST	001-301-625-0000	59.63
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	24456-60017 98 FRONT BEACH DRIVE	001-301-625-0000	59.55
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	81991-61001 918 CALHOUN ST	001-301-625-0000	108.91
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	10041-29089 98 FRONT BEACH METERED LIGHTING	001-301-625-0000	129.16
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	18099-70073 598 FRONT BEACH DR	001-301-625-0000	156.95
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	18934-23063 1600 GOVT STREET	001-301-625-0000	68.39
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	16987-49004 19 GENERAL PERSHING AVE SHEARWATER	001-301-625-0000	52.28
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	36122-11009 1403 GOVT STREET	001-301-625-0000	186.89
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	04081-61017 520 DEWEY AV	001-301-625-0000	52.03
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	22924-14005 STREET LIGHTS OSU2	001-301-625-0000	557.55
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	67681-51002 499 FRONT BEACH DR	001-301-625-0000	573.61
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	27570-71026 590 WASHINGTON AVE	001-301-625-0000	21.39
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	47301-61005 1109 IBERVILLE DR	001-301-625-0000	23.48
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	01834-84166 1802 GOVT STREET	001-301-625-0000	26.85
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	46389-82004 499 FRONT BEACH DR	001-301-625-0000	226.81
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	08590-87013 / 101 A WATERSEdge DR ENTRANCE LIGHT	001-301-625-0000	42.52
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	22141-61003 1400 MIDDLE AVE	001-301-625-0000	546.92
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	02417-20052 920 CASH ALLE	001-301-625-0000	51.32

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	05434-88053 1017 DESOTO S	001-301-625-0000	51.32
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	08550-38041 919 CASH ALLE	001-301-625-0000	51.32
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	20199-66139 1011 DESOTO S	001-301-625-0000	51.32
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	45432-83007 1015 DESOTO S	001-301-625-0000	51.32
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	80521-62006 511 WASHINGTON AVE	001-301-625-0000	51.32
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	10299-70019 / 690 WASHINGTON AVE LIGHTS	001-301-625-0000	51.32
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	00911-62042 312 ALICE ST	001-301-625-0000	243.61
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	91431-61003 1005 THORN SCHOOL	001-301-625-0000	51.46
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	20681-64001 STREET LIGHTS	001-301-625-0000	24,266.06
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	02014-61047 400 HOLCOMB BLVD TRAFFIC LIGHT	001-301-625-0000	51.56
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	20051-64001 714 PINE DRIVE	001-301-625-0000	345.47
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	23857-94009 725 PINE DR	001-301-625-0000	51.89
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	21311-64006 902 MLK JR	001-550-625-0000	110.16
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	47511-61005 499 FRONT BEACH	001-550-625-0000	124.35
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	61201-62018 PARK COMM 902 MLK	001-550-625-0000	62.93
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	43111-61005 214 MORRIS NOBLE RD	001-550-625-0000	470.29
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	24451-62007 1425 PORTER S	001-550-625-0000	317.32
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	11109-44003 214 MORRIS NOBLE RD PUMP/SPRAY PARK	001-550-625-0000	65.00
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	00701-62006 400 ALICE ST	001-550-625-0000	1,088.22
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	47721-61005 1805 KENSINGTON AVE INNER HARBOR	001-550-625-0000	59.87
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	22361-64008 317 CALHOUN ST	001-550-625-0000	10.09
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	00931-24022 1409 MIDDLE AVE	001-550-625-0000	399.97
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	16635-10013 1221 BRISTOL BLVD	001-550-625-0000	137.65
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	10679-55016 405-B HALSTEAD RD TENNIS PAVILLI	001-550-625-0000	201.22
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	28621-61002 214 MORRIS NOBLE RD	001-550-625-0000	28.00
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	23401-63002 726 PINE DR	001-550-625-0000	143.64
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	22571-64008 1805 KENSINGTON AVE	001-550-625-0000	199.73
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	12759-08061 HALSTEAD TENNIS	001-550-625-0000	563.22
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	46491-63015 1805 KENSINGTON AVE	001-550-625-0000	74.42
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	32201-62008 407 HALSTEAD RD	001-550-625-0000	13.60
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	05236-50008 214 MORRIS NOBLE RD	001-550-625-0000	53.82
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	54249-57018 400 ALICE ST SHED	001-550-625-0000	181.35
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	00692-18033 711 MAGNOLIA AVE GYM	001-550-625-0000	1,110.40
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	00701-62006 400 ALICE ST	008-550-603-0001	1,160.00
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	24451-62007 LEASE 1425 PORTER ST (FREEDOM FIELD)	008-550-603-0003	3,970.00
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	08435-88152 500 FRONT BEACH / BEACH LIGHT LEASE	008-550-603-0004	1,170.00
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	02401-61004 512 WASH AVE.	401-750-625-0000	1,149.66
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	02990-62016 405 HALSTEAD	401-750-625-0000	55.67
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	66871-62005 824 HANDY AV	401-750-625-0000	1,755.31

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	31781-62003 405 HALSTEAD WELL 8	401-750-625-0000	2,174.46
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	15631-59054 712 - C PINE STREET	401-750-625-0000	313.88
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	19181-62009 LS 19- 611 E BEACH DR	401-751-625-0000	82.72
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	91411-63009 LS 23 / 111 WINCHESTER	401-751-625-0000	85.42
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	42281-63008 LS 21 / 100 HOLCOMB	401-751-625-0000	85.66
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	05916-40005 LS 74/401 RUE CHATEAUGUAY	401-751-625-0000	82.57
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	16646-41044 LS 90/ 700 HIDDEN OAKS DR	401-751-625-0000	83.82
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	03411-63013 LS 32-1338 DILLER RD	401-751-625-0000	114.83
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	71671-62000 LS 47 / BREEZY HILL LN	401-751-625-0000	95.88
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	92921-62003 LS 4 / 202 CLEVELAND	401-751-625-0000	102.31
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	00691-62009 LS 14 - 424 WHISPERING PINES	401-751-625-0000	103.96
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	08871-63019 LS 83/ 1104 BIENVILLE BLVD	401-751-625-0000	107.68
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	25071-63002 LS22/120 HOLCOLM	401-751-625-0000	113.36
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	24421-62005 LS28/2826 BELMONT DR	401-751-625-0000	121.72
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	18961-63000 LS 15/ 509 SHADOWLAWN	401-751-625-0000	134.81
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	24241-63004 712 PINE DR/BARN SEWER	401-751-625-0000	176.45
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	71041-62000 LS 13 / 102 BRYANT	401-751-625-0000	176.92
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	81971-62000 LS 18 / 300 BRUMBAUGH RD	401-751-625-0000	190.86
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	41231-62009 LS 20 / 113 HALSTEAD	401-751-625-0000	92.16
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	05318-68087 LS 95-706 MAGNOLIA	401-751-625-0000	52.23
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	02534-53011 LS 88/ 1112 HELLMERS LN	401-751-625-0000	392.35
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	89961-62002 LS 23 / 215 MITCHELL	401-751-625-0000	71.34
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	81131-62000 LS 56 / 112 MYRTLE AVE	401-751-625-0000	52.23
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	09101-62024 LS 60/107 HALSTEAD RD	401-751-625-0000	51.75
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	58461-62002 LS 24 / 417 HOLCOMB	401-751-625-0000	51.46
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	00874-01009 LS 75 - RUE RIVAGE ST	401-751-625-0000	53.04
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	75471-62002 LS 39 / 110 SIMON BLVD	401-751-625-0000	53.70
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	03878-70000 LS 3 - 1310 HARBOR RD	401-751-625-0000	51.46
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	71661-61009 LS 77 / 1212 NELSON DR	401-751-625-0000	53.91
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	51721-62001 LS 57 / 703 PINE HILLS RD	401-751-625-0000	54.16
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	13195-70012 LS 76/ RUE DAUPHINE	401-751-625-0000	54.32
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	66671-64003 LS 43 / 320 LOVERS LANE	401-751-625-0000	55.16

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	05721-63001 LS 81/ 500 BIENVILLE BLVD	401-751-625-0000	56.92
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	03049-85028 LS 94 - 813 IBERVILLE DR	401-751-625-0000	57.25
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	39161-64007 LS 50 / 1309 COVE PLACE	401-751-625-0000	57.60
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	30521-62001 LS 16 / 120 WOODLAND CIRCLE	401-751-625-0000	79.70
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	42101-64000 LS 49 / 1302 FORT AVE	401-751-625-0000	58.26
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	30711-63000 LS 8 / 2000 BIENVILLE BLVD	401-751-625-0000	223.19
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	59481-63009 LS 10 / 2950 BIENVILLE	401-751-625-0000	236.20
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	25723-62006 LS73 / 603 RUE MAUREPAS	401-751-625-0000	70.52
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	36851-61007 LS 5 / 647 JACKSON AVE	401-751-625-0000	201.34
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	13230-40143 LS1/204 WASHINGTON AVE	401-751-625-0000	484.50
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	01814-13016 LS 86/400 HANLEY RD	401-751-625-0000	68.31
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	71451-61009 LS 30 / 1203 NELSON DR	401-751-625-0000	67.65
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	66001-63000 LS 12 / 3400 GOVT ST	401-751-625-0000	419.17
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	76541-62005 LS 2 / 422 MARTIN AVE	401-751-625-0000	67.19
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	02551-67009 LS 7-1319 IBERVILLE DR	401-751-625-0000	228.51
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	06666-53014 LS 27/ 703 E BEACH DR	401-751-625-0000	66.57
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	51081-61007 LS 11 / 19 NOTTINGHAM RD	401-751-625-0000	334.69
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	61791-61003 LS 55 / 2709 BIENVILLE	401-751-625-0000	63.86
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	28611-62005 LS9 / 3227 CUMBERLAND RD	401-751-625-0000	313.75
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	26541-63016 LS67 / 4 CHANDELIER COVE	401-751-625-0000	59.95
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	58241-62008 LS 48 / 507 BRUMBAUGH RD	401-751-625-0000	66.43
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	62051-64009 LS 6 / 261 LOVERS LANE	401-751-625-0000	220.65
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	27637-29024 711 MAGNOLIA AVE YMCA	551-551-625-0000	2,103.17
MISSISSIPPI POWER COMPAN	INV0014444	06/21/2022	11431-62048 711 MAGNOLIA AVE HEADSTART	551-551-625-0000	1,949.05
Vendor 00156 - MISSISSIPPI POWER COMPANY Total:					68,790.33
Vendor: 06096 - MULLET HOP					
MULLET HOP	INV0014385	06/21/2022	Mullet Hop Field Trip on 6/10/22	001-550-690-0000	761.68
Vendor 06096 - MULLET HOP Total:					761.68
Vendor: 02703 - MUNICIPAL EMERGENCY SERVICES, INC.					
MUNICIPAL EMERGENCY SER	IN1710195	06/21/2022	Motor trousers side pocket	001-200-535-0531	60.00
MUNICIPAL EMERGENCY SER	IN1710195	06/21/2022	motor trousers black	001-200-535-0531	1,650.00
MUNICIPAL EMERGENCY SER	IN1710195	06/21/2022	Motor trouser stirrups	001-200-535-0531	60.00
Vendor 02703 - MUNICIPAL EMERGENCY SERVICES, INC. Total:					1,770.00
Vendor: 05359 - MURRAY'S NURSERY					
MURRAY'S NURSERY	7921	06/21/2022	PLANTS AND FLOWERS FOR FORT MAUREPAS	008-550-911-0928	160.00
Vendor 05359 - MURRAY'S NURSERY Total:					160.00

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: 02219 - NATIONAL TIRE & BATTERY					
NATIONAL TIRE & BATTERY	9068601088-G1	06/21/2022	Tires and alignment for marked / unmarked vehicles	001-200-570-0000	717.96
Vendor 02219 - NATIONAL TIRE & BATTERY Total:					717.96
Vendor: 02706 - NICHOLS & ASH PLLC					
NICHOLS & ASH PLLC	1881	06/21/2022	REAL ESTATE LEGAL FEES	001-120-699-0000	6,270.00
Vendor 02706 - NICHOLS & ASH PLLC Total:					6,270.00
Vendor: 06095 - OCCUPATIONAL HEALTH CENTER INC					
OCCUPATIONAL HEALTH CENT	282543	06/21/2022	DOT PHYSICAL EXAMINATION	001-180-604-0000	75.00
OCCUPATIONAL HEALTH CENT	284486	06/21/2022	J. LIZANA HEPATITIS B VACCINE	001-180-604-0000	78.00
Vendor 06095 - OCCUPATIONAL HEALTH CENTER INC Total:					153.00
Vendor: 00775 - OFFICE DEPOT INC					
OFFICE DEPOT INC	246602613001	06/21/2022	Toner for printer	001-196-500-0000	478.60
OFFICE DEPOT INC	246609100001	06/21/2022	Office Supplies	001-196-500-0000	125.97
Vendor 00775 - OFFICE DEPOT INC Total:					604.57
Vendor: 06229 - OVERSTREET AND ASSOCIATES, PLLC					
OVERSTREET AND ASSOCIATE	2377	06/21/2022	CIPP LINING FOR SEWER & STORM DRAINAGE	001-001-053-0001	145.00
OVERSTREET AND ASSOCIATE	2375	06/21/2022	FRONT BEACH PLANNING & REPAIRS, PHASE 2	001-120-600-0611	145.00
OVERSTREET AND ASSOCIATE	2376	06/21/2022	CITY ENGINEERING SERVICES MAY 2022	001-120-600-0611	1,740.00
OVERSTREET AND ASSOCIATE	2376	06/21/2022	CITY ENGINEERING SERVICES MAY 2022	401-750-600-0611	2,672.50
Vendor 06229 - OVERSTREET AND ASSOCIATES, PLLC Total:					4,702.50
Vendor: 05028 - PATRICK M. MARTINO, PLS, INC.					
PATRICK M. MARTINO, PLS, IN	P22506	06/21/2022	Boudnary Survey - 2950 Bienville Boulevard	001-120-699-0000	3,350.00
Vendor 05028 - PATRICK M. MARTINO, PLS, INC. Total:					3,350.00
Vendor: 02115 - PATTY GASTON, PETTY CASH					
PATTY GASTON, PETTY CASH	INV0014492	06/21/2022	BALANCE PETTY CASH AT 6/17/22	001-140-699-0000	13.72
PATTY GASTON, PETTY CASH	INV0014492	06/21/2022	DEPT OF REVENUE - REPLACEMENT TITLE	001-140-699-0000	10.00
PATTY GASTON, PETTY CASH	INV0014492	06/21/2022	AMAZON - SIGNS	001-190-560-0000	13.00
PATTY GASTON, PETTY CASH	INV0014492	06/21/2022	LOWES - CLEAR CORNER CUSHION	001-190-560-0000	3.72
PATTY GASTON, PETTY CASH	INV0014492	06/21/2022	OS LUMBER - FASTENERS	001-190-560-0000	5.14
PATTY GASTON, PETTY CASH	INV0014492	06/21/2022	OS LUMBER - KEYS AND KEY TAGS	001-190-560-0000	9.59
PATTY GASTON, PETTY CASH	INV0014492	06/21/2022	OS LUMBER - TAPE FOR MARY C WINDOWS	001-196-630-0000	13.90
PATTY GASTON, PETTY CASH	INV0014492	06/21/2022	LOWES - SUPPLIES FOR SCHOOL LIGHT	001-301-563-0000	9.07
PATTY GASTON, PETTY CASH	INV0014492	06/21/2022	OS LUMBER - RELIEF VALVE FOR HOT WATER HEATER	101-510-630-0000	14.22
PATTY GASTON, PETTY CASH	INV0014492	06/21/2022	NINE TECH - HDMI CABLE	401-710-500-0000	12.79
PATTY GASTON, PETTY CASH	INV0014492	06/21/2022	WINN-DIXIE - FOGGER	401-710-560-0000	8.55
PATTY GASTON, PETTY CASH	INV0014492	06/21/2022	ACE HARDWARE - LARGE RUG	401-710-560-0000	10.69
PATTY GASTON, PETTY CASH	INV0014492	06/21/2022	OS LUMBER - HINGES FOR PRINTER TABLE	401-710-630-0000	11.86
PATTY GASTON, PETTY CASH	INV0014492	06/21/2022	AUTO ZONE - REMOTE FOR FORD ESCAPE	401-710-630-0000	16.04
PATTY GASTON, PETTY CASH	INV0014492	06/21/2022	MARATHON - GAS FOR ESCAP	401-750-525-0000	10.00
PATTY GASTON, PETTY CASH	INV0014492	06/21/2022	OS LUMBER - MASTER COMBINATION LOCK	401-751-560-0000	6.09
Vendor 02115 - PATTY GASTON, PETTY CASH Total:					168.38

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: 02655 - PRECISION DOOR SERVICE					
PRECISION DOOR SERVICE	42014687-1	06/21/2022	Door repair for Champ Gay Fire Station	001-260-630-0000	204.95
Vendor 02655 - PRECISION DOOR SERVICE Total:					204.95
Vendor: 03907 - PRO-LOCK LOCKSMITH SERVICE LLC					
PRO-LOCK LOCKSMITH SERVIC	54729	06/21/2022	HEADSTART SERVICE CALL R&R DOOR LOCK 10/20/2020	551-551-630-0000	80.00
Vendor 03907 - PRO-LOCK LOCKSMITH SERVICE LLC Total:					80.00
Vendor: 21-0066 - QUADIENT, INC					
QUADIENT, INC	N9428156	06/21/2022	QUARTERLY POSTAGE METER LEASE 3/30 - 6/29	001-140-606-0000	619.23
Vendor 21-0066 - QUADIENT, INC Total:					619.23
Vendor: 02778 - RANDY CARNEY, CIRCUIT CLERK					
RANDY CARNEY, CIRCUIT CLER	INV0014491	06/21/2022	FILING FEE FOR TRIAL 6/20/22	001-120-699-0000	155.00
Vendor 02778 - RANDY CARNEY, CIRCUIT CLERK Total:					155.00
Vendor: 02345 - ROCIC					
ROCIC	0056673-IN	06/21/2022	Annual membership service fee July 2022/2023	001-200-686-0000	300.00
Vendor 02345 - ROCIC Total:					300.00
Vendor: 05714 - RUBBER & SPECIALTIES, INC.					
RUBBER & SPECIALTIES, INC.	6407096	06/21/2022	Spiraflex aggie 2-1/2 x 100'	401-750-563-0000	10.20
Vendor 05714 - RUBBER & SPECIALTIES, INC. Total:					10.20
Vendor: 01565 - S & S WORLDWIDE INC					
S & S WORLDWIDE INC	IN101007400	06/21/2022	Crayola Dough (6)	001-550-540-0540	73.49
S & S WORLDWIDE INC	IN101007400	06/21/2022	Scratch Art Magnet Shapes (4	001-550-540-0540	62.98
Vendor 01565 - S & S WORLDWIDE INC Total:					136.47
Vendor: 02785 - SALLY LYNNETTE ROWELL					
SALLY LYNNETTE ROWELL	22-1383	06/21/2022	CASH BOND REFUND 22-1383	001-001-130-0054	230.00
Vendor 02785 - SALLY LYNNETTE ROWELL Total:					230.00
Vendor: 04269 - SCHINDLER ELEVATOR CORPORATION					
SCHINDLER ELEVATOR CORPO	9100722823	06/21/2022	ADDITIONAL FEES FOR QUARTERLY MAINT. 3/1 - 5/31	001-196-630-0000	45.30
SCHINDLER ELEVATOR CORPO	8105960893	06/21/2022	QUARTERLY ELEVATOR MAINT. 6/1/22 - 8/31/22	001-196-630-0000	868.92
Vendor 04269 - SCHINDLER ELEVATOR CORPORATION Total:					914.22
Vendor: 05215 - SHEPPARD ELECTRIC MOTOR SERVICE, LLC					
SHEPPARD ELECTRIC MOTOR	RI-2054	06/21/2022	7.5HP Pump Repair, Asset #5113	401-751-630-0000	3,533.85
Vendor 05215 - SHEPPARD ELECTRIC MOTOR SERVICE, LLC Total:					3,533.85
Vendor: 04763 - SLAUGHTER & ASSOCIATES, PLLC					
SLAUGHTER & ASSOCIATES, P	S-21855	06/21/2022	CONSULTATION FEES	001-100-600-0601	3,894.10
SLAUGHTER & ASSOCIATES, P	S-21865	06/21/2022	COMPREHENSIVE PLAN	001-120-600-0000	1,835.00
Vendor 04763 - SLAUGHTER & ASSOCIATES, PLLC Total:					5,729.10
Vendor: 01838 - SMARTCARE OS LLC					
SMARTCARE OS LLC	CB-02-28-2022-49697	06/21/2022	SMARTCARE SYSTEM 2/28/22 - 2/28/23	001-550-602-0000	1,188.00
Vendor 01838 - SMARTCARE OS LLC Total:					1,188.00
Vendor: 05357 - SOUTHERN FASTENER & TOOL CO., INC.					
SOUTHERN FASTENER & TOOL	130644	06/21/2022	Wedge anchors 3/8 x 3-3/4"/box	008-553-901-0914	77.50
Vendor 05357 - SOUTHERN FASTENER & TOOL CO., INC. Total:					77.50
Vendor: 03626 - SOUTHERN TIRE MART, LLC					
SOUTHERN TIRE MART, LLC	2500100529	06/21/2022	4 rear tires for engine 4	001-260-570-0000	2,763.36
SOUTHERN TIRE MART, LLC	2500101047	06/21/2022	Terra-X H/t LT245/75R17/10 (all F250 trucks)	001-301-570-0000	1,335.00
SOUTHERN TIRE MART, LLC	2500101047	06/21/2022	Trlmaster ST Pro ST235-85R16/12 (trailer)	001-301-570-0000	1,150.00

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
SOUTHERN TIRE MART, LLC	2500101047	06/21/2022	Tire Zeetex HT1000 LT265/70R17/10 (truck #28 & #28	001-301-570-0000	1,040.00
SOUTHERN TIRE MART, LLC	2500101047	06/21/2022	Tire 124-24 (#191 kubota tractor)	001-301-570-0000	546.00
SOUTHERN TIRE MART, LLC	2500101047	06/21/2022	Tire 7-16R1 (#191 kubota tractor)	001-301-570-0000	220.00
SOUTHERN TIRE MART, LLC	2500101047	06/21/2022	Reimbursement of waste tire fee	001-301-570-0000	34.00
SOUTHERN TIRE MART, LLC	2500101047	06/21/2022	Zenna AP250 AP 235/75R17.5/16 (trailers)	001-301-570-0000	522.00
Vendor 03626 - SOUTHERN TIRE MART, LLC Total:					7,610.36
Vendor: 02590 - SPORTABOUT					
SPORTABOUT	9541	06/21/2022	Kickball Trophies	001-550-540-0541	264.00
SPORTABOUT	9542	06/21/2022	Youth Champions Basketball Trophies	001-550-540-0541	360.00
Vendor 02590 - SPORTABOUT Total:					624.00
Vendor: 02771 - STEP ONE AUTOMOTIVE FD CW LLC					
STEP ONE AUTOMOTIVE FD C	MGB04421	06/21/2022	2021 Ford Police Interceptor SUV AWD	001-200-915-0000	37,995.00
Vendor 02771 - STEP ONE AUTOMOTIVE FD CW LLC Total:					37,995.00
Vendor: 02786 - TABATHA COLE					
TABATHA COLE	R00156336	06/21/2022	COMMUNITY CENTER DEPOSIT REFUND	001-001-341-0341	300.00
Vendor 02786 - TABATHA COLE Total:					300.00
Vendor: 01476 - UNIFIRST HOLDINGS, INC					
UNIFIRST HOLDINGS, INC	1530005984	06/21/2022	FLOOR MAT AND UNIFORM SERVICE	001-550-535-0531	192.05
UNIFIRST HOLDINGS, INC	1530007920	06/21/2022	UNIFORM SERVICES AND CHARGES	001-300-535-0530	276.85
UNIFIRST HOLDINGS, INC	1530007920	06/21/2022	UNIFORM SERVICES AND CHARGES	401-710-535-0531	5.61
UNIFIRST HOLDINGS, INC	1530008515	06/21/2022	FLOOR MAT AND UNIFORM SERVICE	001-550-535-0531	193.49
UNIFIRST HOLDINGS, INC	1530009166	06/21/2022	UNIFORM SERVICES AND CHARGES	001-300-535-0530	276.19
UNIFIRST HOLDINGS, INC	1530009166	06/21/2022	UNIFORM SERVICES AND CHARGES	401-710-535-0531	5.61
UNIFIRST HOLDINGS, INC	1530009167	06/21/2022	UNIFORM SERVICES AND CHARGES	401-750-535-0530	85.86
UNIFIRST HOLDINGS, INC	1530009168	06/21/2022	UNIFORM SERVICES AND CHARGES	401-750-535-0530	83.56
UNIFIRST HOLDINGS, INC	1530009169	06/21/2022	UNIFORM SERVICES AND CHARGES	001-300-535-0530	218.89
Vendor 01476 - UNIFIRST HOLDINGS, INC Total:					1,338.11
Vendor: 02788 - VANESSA WEIDE					
VANESSA WEIDE	INV0014475	06/21/2022	FIELD TRIP FEE PARTIAL REFUND (2 CAMPERS)	001-001-316-0000	178.00
Vendor 02788 - VANESSA WEIDE Total:					178.00
Vendor: 05887 - WEAVER ELECTRIC, INC.					
WEAVER ELECTRIC, INC.	16194	06/21/2022	ELECTRICAL REPAIRS TO WATSEEDGE ENTRANCE LIGHT	001-100-924-0904	562.00
Vendor 05887 - WEAVER ELECTRIC, INC. Total:					562.00
Vendor: 02690 - WELDPRO					
WELDPRO	0000021	06/21/2022	repair stainless steel handrails at 57	001-550-630-0000	1,200.00
Vendor 02690 - WELDPRO Total:					1,200.00

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: 01016 - WRIGHT NATIONAL FLOOD INSURANCE COMPANY					
WRIGHT NATIONAL FLOOD IN	INV0014453	06/21/2022	525 DEWEY AVE POLICY 23 1151856581	101-510-620-0620	4,619.00
Vendor 01016 - WRIGHT NATIONAL FLOOD INSURANCE COMPANY Total:					<u>4,619.00</u>
Grand Total:					<u><u>686,000.86</u></u>

Fund Summary

Fund	Expense Amount
001 - GENERAL	299,312.11
008 - FOOD AND BEVERAGE TAX 2%	49,781.50
101 - LIBRARY	4,633.22
103 - TASK FORCE	1,918.00
174 - HURRICAN ZETA 10/28/2020	16.42
308 - MDOT LPA 108084 - OS ROAD PHASE I	812.00
309 - MDOT DT TRAFFIC/TRAVEL/PARKING	15,234.10
310 - CDBG GRANTS	280.00
401 - UTILITY ENTERPRISE	309,699.06
551 - TACONI BUILDING	4,314.45
Grand Total:	686,000.86

Account Summary

Account Number	Account Name	Expense Amount
001-001-023-0000	DUE FROM EMPLOYEE	5.82
001-001-053-0001	DUE FROM SENATE BON	12,842.34
001-001-053-0008	DUE FROM SENATE BON	95,212.20
001-001-130-0054	COURT REFUNDS PAYABL	230.00
001-001-316-0000	PARTICIPATION FEES	178.00
001-001-341-0341	COMM CENTER RENTAL	900.00
001-001-359-0000	OTHER INCOME	65.98
001-100-600-0601	ANNEXATION FEES	3,894.10
001-100-924-0904	WARD 4 CAPITAL IMPRO	562.00
001-110-500-0000	OFFICE SUPPLIES	618.44
001-110-611-0000	TELEPHONE	35.75
001-120-600-0000	COMPREHENSIVE PLAN	1,835.00
001-120-600-0611	ENGINEERING - OVERST	1,885.00
001-120-600-0612	ENGINEERING - BMA	1,865.00
001-120-611-0000	TELEPHONE	107.25
001-120-699-0000	OTHER SERVICES & CHA	9,775.00
001-140-500-0000	OFFICE SUPPLIES	25.00
001-140-605-0607	TRAVEL/TRAINING/SEMI	19.30
001-140-606-0000	POSTAGE	619.23
001-140-611-0000	TELEPHONE	35.75
001-140-625-0000	UTILITIES	1,649.52
001-140-699-0000	OTHER SERVICES & CHA	23.72
001-180-604-0000	PHYSICAL EXAMS & TEST	153.00
001-180-611-0000	TELEPHONE	35.75
001-180-699-0001	SHARED COSTS - FLOW T	564.00
001-190-560-0000	MATERIALS & SUPPLIES	31.45
001-190-610-0000	ADVERTISING	106.68
001-191-611-0000	TELEPHONE	107.25
001-193-625-0000	UTILITIES	619.98
001-194-625-0000	UTILITIES	1,046.98
001-196-500-0000	OFFICE SUPPLIES - MARY	604.57
001-196-600-0002	CLEANING SERVICES	93.75
001-196-625-0000	UTILITIES	3,244.46
001-196-630-0000	GENERAL REPAIRS & MA	928.12
001-196-645-0000	CITY MUSEUM	468.13
001-197-625-0000	UTILITIES	124.53
001-200-520-0000	PRISONER COSTS	4,900.00
001-200-525-0000	GAS AND OIL	16,061.27
001-200-535-0531	UNIFORMS	1,770.00
001-200-541-0000	AMMUNITION	1,645.00
001-200-563-0000	REPAIR PARTS & SUPPLIE	548.00
001-200-570-0000	TIRES AND TUBES	717.96
001-200-605-0607	TRAVEL/TRAINING/SEMI	58.88

Account Summary

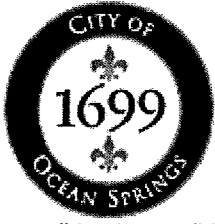
Account Number	Account Name	Expense Amount
001-200-611-0000	TELEPHONE	1,340.29
001-200-612-0000	TELEPHONE SERVICE - P	204.00
001-200-625-0000	UTILITIES	575.55
001-200-630-0000	GENERAL REPAIRS & MA	598.50
001-200-686-0000	DUES/MEMBERSHIPS/S	300.00
001-200-699-0000	OTHER SERVICES & CHA	180.00
001-200-915-0000	Vehicles	37,995.00
001-260-570-0000	TIRES AND TUBES	2,763.36
001-260-611-0000	TELEPHONE	70.08
001-260-625-0000	UTILITIES	1,014.69
001-260-630-0000	GENERAL REPAIRS & MA	204.95
001-300-510-0000	CLEANING & JANITORIAL	218.85
001-300-535-0530	UNIFORM ALLOWANCES	771.93
001-300-611-0000	TELEPHONE	105.83
001-300-625-0000	UTILITIES	2,453.53
001-301-543-0000	CHEMICALS	4,951.61
001-301-560-0000	MATERIALS & SUPPLIES	379.94
001-301-563-0000	REPAIR PARTS & SUPPLIE	979.12
001-301-570-0000	TIRES AND TUBES	4,847.00
001-301-600-0601	LANDSCAPING CONTRAC	3,821.54
001-301-611-0000	TELEPHONE	57.12
001-301-614-0000	TEMP AGENCY EXPENSE	5,136.47
001-301-625-0000	UTILITIES	31,332.77
001-350-560-0000	MATERIALS & SUPPLIES	759.56
001-351-563-0000	REPAIR PARTS & SUPPLIE	17.78
001-351-611-0000	TELEPHONE	21.37
001-352-611-0000	TELEPHONE	57.12
001-352-614-0000	TEMP AGENCY EXPENSE	2,582.05
001-352-906-0000	DRAINAGE PROJECTS	1,298.00
001-353-546-0000	LANDSCAPE MATERIALS	782.04
001-550-510-0000	CLEANING & JANITORIAL	890.80
001-550-535-0531	UNIFORMS	385.54
001-550-540-0540	AFTER SCHOOL SUMME	2,225.17
001-550-540-0541	ATHLETIC SUPPLIES	624.00
001-550-540-0542	POTTERY SUPPLIES	738.50
001-550-560-0000	MATERIALS & SUPPLIES	59.97
001-550-563-0000	REPAIR PARTS & SUPPLIE	158.10
001-550-575-0000	VEHICLE REPAIR PARTS	340.86
001-550-602-0000	COMPUTER SOFTWARE	1,188.00
001-550-611-0000	TELEPHONE	164.37
001-550-614-0000	TEMP AGENCY EXPENSE	401.04
001-550-625-0000	UTILITIES	5,577.95
001-550-630-0000	GENERAL REPAIRS & MA	1,369.49
001-550-688-0000	SPECIAL SERVICES	2,079.00
001-550-690-0000	SUMMER CAMP FIELD T	4,525.11
001-550-901-0914	IMPROVEMENTS OTHER	6,550.00
008-550-603-0001	ALICE ST LIGHT LEASE	1,160.00
008-550-603-0003	FREEDOM FIELD LIGHT L	3,970.00
008-550-603-0004	BEACH WALKWAY/STREE	1,170.00
008-550-911-0924	GAY LEMON	42,144.00
008-550-911-0928	FT MAUREPAS	1,260.00
008-553-901-0914	BEACH IMPROVEMENTS	77.50
101-510-620-0620	BUILDING INSURANCE	4,619.00
101-510-630-0000	GENERAL REPAIRS & MA	14.22
103-200-916-0000	MACHINERY & EQUIPME	1,918.00
174-405-560-0000	MATERIALS AND SUPPLI	16.42
308-330-911-0001	PRELIMINARY ENGINEER	812.00
309-330-600-0600	CONTRACTUAL SERVICES	15,234.10

Account Summary

Account Number	Account Name	Expense Amount
310-335-911-0000	CONSTRUCTION - KCDB	105.00
310-336-911-0000	CONSTRUCTION - KCDB	175.00
401-320-630-0000	GENERAL REPAIRS & MA	221.90
401-705-560-0000	MATERIALS & SUPPLIES	1,403.49
401-710-500-0000	OFFICE SUPPLIES	12.79
401-710-535-0531	UNIFORMS	11.22
401-710-560-0000	MATERIALS & SUPPLIES	1,369.24
401-710-606-0000	POSTAGE	4,370.05
401-710-611-0000	TELEPHONE	71.50
401-710-630-0000	GENERAL REPAIRS & MA	27.90
401-710-918-0000	WATER METERS AND RE	52,500.00
401-750-525-0000	GAS AND OIL	16,571.76
401-750-535-0530	UNIFORM ALLOWANCES	169.42
401-750-543-0000	CHEMICALS	1,735.36
401-750-563-0000	REPAIR PARTS & SUPPLIE	25.16
401-750-600-0611	ENGINEERING - OVERST	2,672.50
401-750-611-0000	TELEPHONE	57.12
401-750-625-0000	UTILITIES	5,448.98
401-750-691-0000	WATER SERVICE JCUA	19,617.00
401-750-691-0001	WATER SERVICE (JCUA) -	101.82
401-751-560-0000	MATERIALS & SUPPLIES	6.09
401-751-563-0000	REPAIR PARTS & SUPPLIE	397.05
401-751-611-0000	TELEPHONE	105.83
401-751-614-0000	TEMP AGENCY EXPENSE	1,316.16
401-751-625-0000	UTILITIES	6,531.22
401-751-630-0000	GENERAL REPAIRS & MA	7,164.35
401-751-691-0000	WATER SERVICE JCUA	180,203.00
401-800-810-0005	INTERST - WATER IMPRO	197.59
401-800-810-0008	INTEREST - CATERPILLAR	158.37
401-800-810-0009	INTEREST - CATERPILLAR	98.93
401-800-820-0005	PRINCIPAL - WATER IMP	1,674.01
401-800-820-0008	PRINCIPAL - CATERPILLA	3,360.14
401-800-820-0009	PRINCIPAL - CATERPILLA	2,099.11
551-551-625-0000	UTILITIES - TACONI	4,234.45
551-551-630-0000	GENERAL REPAIRS & MA	80.00
Grand Total:		686,000.86

Project Account Summary

Project Account Key	Expense Amount
None	686,000.86
Grand Total:	686,000.86



Ocean Springs, MS

Payroll Distribution Register

Earning Expense Account Summary

For Pay Period: 05/28/2022 - 06/10/2022

6/17/22
paycheck

Payroll Set: 01-Payroll Set 01

Packet: PYPKT00848-05.28.22 to 06.10.22 PD 06.17.22

Fund	Account Number	Account Name	Amount
001	<u>001-110-420-0000</u>	SALARIES	\$3,315.40
001	<u>001-120-420-0000</u>	SALARIES	\$2,265.07
001	<u>001-140-420-0000</u>	SALARIES	\$6,076.64
001	<u>001-180-420-0000</u>	SALARIES	\$2,522.95
001	<u>001-181-420-0000</u>	SALARIES	\$165.00
001	<u>001-190-420-0000</u>	SALARIES	\$4,393.61
001	<u>001-191-420-0000</u>	SALARIES	\$6,974.66
001	<u>001-196-420-0000</u>	SALARIES	\$3,174.41
001	<u>001-200-420-0000</u>	SALARIES	\$84,013.46
001	<u>001-200-421-0000</u>	SALARIES - AUXILIARY	\$1,076.50
001	<u>001-200-430-0402</u>	OVERTIME PAY	\$6,797.45
001	<u>001-200-430-0403</u>	OVERTIME - DOWNTOWN DETAIL	\$604.77
001	<u>001-200-446-0000</u>	GRANT-FBI O/T	\$657.41
001	<u>001-260-420-0000</u>	SALARIES	\$52,014.25
001	<u>001-300-420-0000</u>	SALARIES	\$2,688.81
001	<u>001-301-420-0000</u>	SALARIES	\$14,356.81
001	<u>001-301-421-0000</u>	GRASS-LANDSCAPING P/T HELP	\$680.00
001	<u>001-301-430-0402</u>	OVERTIME PAY	\$57.29
001	<u>001-350-420-0000</u>	SALARIES	\$2,344.00
001	<u>001-351-420-0000</u>	SALARIES	\$4,429.60
001	<u>001-352-420-0000</u>	SALARIES	\$3,724.80
001	<u>001-353-420-0000</u>	SALARIES	\$2,388.00
001	<u>001-353-430-0402</u>	OVERTIME PAY	\$168.86
001	<u>001-550-420-0000</u>	SALARIES	\$23,872.48
001	<u>001-550-420-0003</u>	SALARIES - INSTRUCTORS	\$726.00
001	<u>001-550-422-0000</u>	PARKS PART TIME	\$10,701.64
001	<u>001-550-430-0402</u>	OVERTIME PAY	\$972.10
401	<u>401-300-420-0000</u>	SALARIES	\$13,060.50
401	<u>401-320-420-0000</u>	SALARIES	\$3,748.37
401	<u>401-320-430-0400</u>	CITY DUMP OVERTIME PAY	\$106.80
401	<u>401-320-430-0403</u>	OVERTIME - WEEKEND TRASH PICKUP	\$785.72
401	<u>401-705-420-0000</u>	SALARIES	\$1,902.40
401	<u>401-710-420-0000</u>	SALARIES	\$5,380.00
401	<u>401-710-430-0402</u>	OVERTIME PAY	\$178.27
401	<u>401-750-420-0000</u>	SALARIES	\$8,513.92
401	<u>401-750-430-0402</u>	OVERTIME PAY	\$1,452.51
401	<u>401-751-420-0000</u>	SALARIES	\$8,361.60
401	<u>401-751-430-0402</u>	OVERTIME PAY	\$166.92
Earnings Expense Account Summary Totals			\$284,818.98



Ocean Springs, MS

Payroll Distribution Register

Accounts Payable Posting Recap

For Pay Period: 05/28/2022 - 06/10/2022

Payroll Set: 01-Payroll Set 01

Packet: PYPKT00848-05.28.22 to 06.10.22 PD 06.17.22

Posted

Regular Payable Process

Federal W/H - Federal Income Tax Withholding	\$16,494.80		\$16,494.80
FLEX CHILD - CHILD CARE	\$96.00		\$96.00
FLEX MEDICAL - MEDICAL	\$1,078.83		\$1,078.83
MC - Medicare	\$3,931.43	\$3,931.43	\$7,862.86
PERS - RETIREMENT	\$24,541.82	\$47,447.36	\$71,989.18
PERS RETIREE - RETIREE RETIREMENT		\$126.32	\$126.32
SS - Social Security	\$16,810.54	\$16,810.54	\$33,621.08
State W/H - State Income Tax Withholding	\$8,348.00		\$8,348.00
TSA - TSA DEFERRED COMPENSATION	\$1,752.20		\$1,752.20
Total Regular Payable Process	\$73,053.62	\$68,315.65	\$141,369.27

Total Posted

\$73,053.62 \$68,315.65 \$141,369.27

Not Posted

3 MEDICAL (C) - NON-HEALTH SINGLE	\$1,312.50	\$6,716.85	\$8,029.35
30 AFLAC - AFLAC	\$382.43		\$382.43
31 AFLAC (C) - AFLAC (C)	\$400.23		\$400.23
41 AFLAC - GROUP ACCIDENT (C)	\$381.97		\$381.97
42 AFLAC - GROUP CRITICAL ILLNESS (N)	\$199.53		\$199.53
50 MEDICAL (C) - CATCH UP	\$151.50		\$151.50
51 MEDICAL (C) - NON-HEALTH KIDS	\$577.50	\$2,264.29	\$2,841.79
52 MEDICAL (C) - NON-HEALTH SPOUSE	\$663.00	\$2,455.44	\$3,118.44
53 MEDICAL (C) - NON-HEALTH FAMILY	\$2,121.00	\$7,402.08	\$9,523.08
80 MEDICAL (C) - HEALTH SINGLE	\$612.50	\$10,628.59	\$11,241.09
81 MEDICAL (C) - HEALTHY KIDS	\$632.50	\$3,833.17	\$4,465.67
82 MEDICAL (C) - HEALTHY SPOUSE	\$769.50	\$3,908.16	\$4,677.66
83 MEDICAL (C) - HEALTHY FAMILY	\$1,644.50	\$7,198.36	\$8,842.86
90 MEDICAL - CATCH UP EMPLOYER		\$528.72	\$528.72
CHILD SUPPORT (2 CKS - CHILD SUPPORT (2 CKS) 60	\$1,185.80		\$1,185.80
DENTAL (C) - DENTAL	\$3,103.82		\$3,103.82
DUE FROM EMPLOYEE 26 - DUE FROM EMPLOYEE ALL CHECKS 126	\$792.12		\$792.12
LEGAL SHIELD - LEGAL SHIELD	\$37.90		\$37.90
LOCKARD BIWEEKLY - BI WEEKLY 57		\$5,005.00	\$5,005.00
MUTUAL OF OMAHA BI - MOO LIFE INSURANCE BI-WEEKLY	\$643.48		\$643.48
ROTH - IRA - ROTH - IRA	\$200.00		\$200.00
UNITED WAY - UNITED WAY	\$30.00		\$30.00
VISION - VISION C)	\$556.08		\$556.08
WOODMAN LIFE - WOODMAN LIFE	\$34.15		\$34.15

Total Not Posted

\$16,432.01 \$49,940.66 \$66,372.67

AP Recap Totals

\$89,485.63 \$118,256.31 \$207,741.94



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

1018 Porter Avenue
Ocean Springs, MS 39564
FX 228.875.7249

Kenny Holloway
Mayor
228.875.6722

Bobby Cox
Alderman at Large

Jennifer Burgess
Alderman Ward 1

Rickey Authement
Alderman Ward 2

Kevin Wade
Alderman Ward 3

Ken Papania
Alderman Ward 4

Robert Blackman
Alderman Ward 5

Michael (Mike) Impey, II
Alderman Ward 6

City Hall
228.875.4236

Police Department
228.875.2211

Fire Department
228.875.4063

Public Works
228.875.3955

Water Department
228.875.4176

Community Development
and Planning
228.875.4415

Building Department
228.875.6712

Human Resources
and Risk Management
228.872.3338

Parks and Recreation
228.875.8665



TO: Honorable Mayor and Board of Aldermen
FROM: Marissa Jones
DATE: Meeting Date: June 21, 2022
RE: Sewer Adjustments

The following addresses have turned in paperwork to have sewer adjustment issued on their water account. The reasoning and period of mitigation is listed on each form. Please review and authorize adjustments to be made by the Water Department.

Jon Mart Windham at 202 Ashley Place \$84.83/ 17,000 gallons adjusted

Main line leaked, fixed short term with hose, plumber came out and repaired the 1" mainline leak.

Terry Miller at 5912 Chicopee Trace \$139.72/ 28,000 gallons adjusted.

Leak in the slab located in the garage near the hot water heater to repair the hot water leak in the slab.

Joseph A. Edgar at 2408 Davidson \$17.16/3,440 gallons adjusted.

Small leak at the connection of the meter. Attached hose clamps with pex pipe. Homeowner used a brass hose barb to join the two hoses together. Homeowner used supplies he had on hand.

Sandra L. Farrell at 226 Eastland Blvd. \$84.91/17,000 gallons adjusted

Water line leak between the house and meter. Plumber installed new 3/4" pvc water line.

EXHIBIT # 9-b

www.OceanSprings-MS.gov

Leak 17K
Adj. \$ 84.83



Water/Leak Adjustment

Name of water/sewer customer: JON MART WINDHAM

Date: 05/03/2022

Account Number: 01-003977-00

Property Address: 202 ASHLEY PLACE

Period of Mitigation: SEE ATTACHED RECEIPT

Phone Number: +12282171919

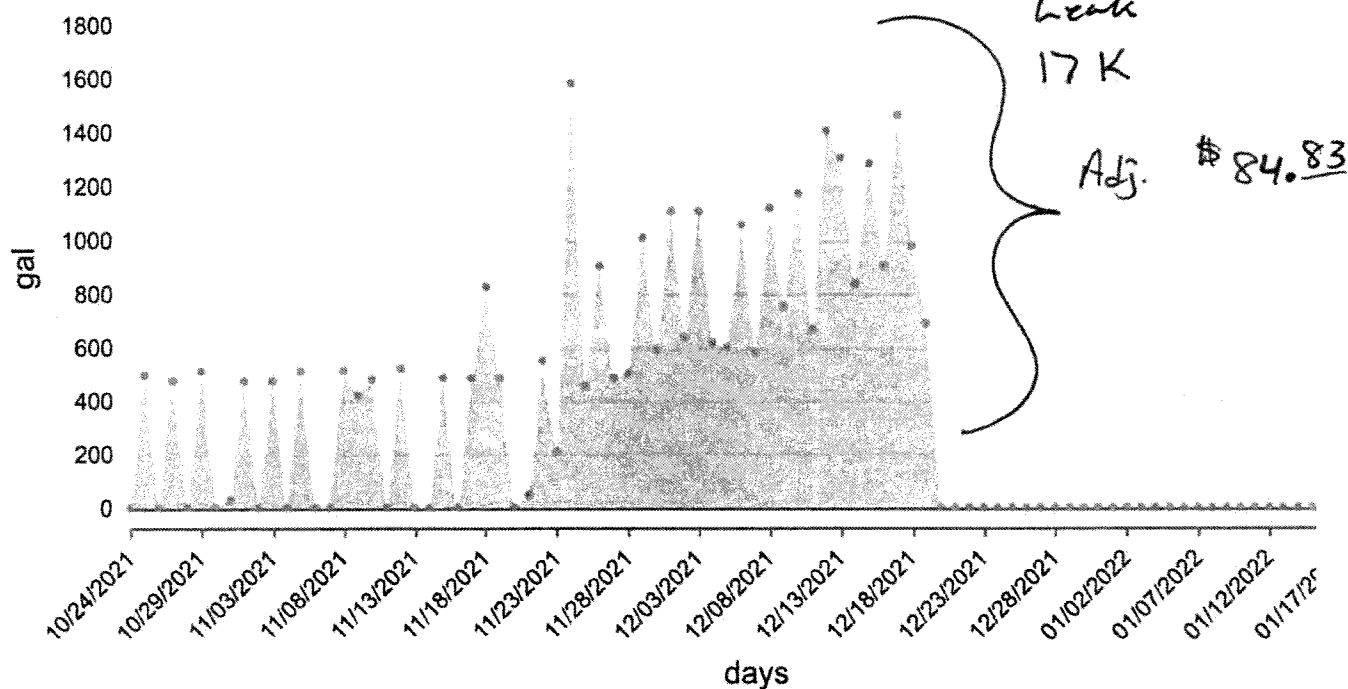
Basis for Request: HAD A MAIN LINE LEAK FIXED SHORT TERM
WITH HOSE, TOOK UNTIL APRIL TO GET A PLUMBER OUT

Proof: SEE ATTACHED
RECEIPT

Uploaded Document:

eSignature: JON M WINDHAM

Customer Consumption for Water Meter: 86596909



CSV

Export

Read Value to Interval Difference

0%

Starting Read Value

1658483.7

Ending Read Value

1665196.7

Total (Delta)

6713

Total (Interval)

6713 gal

Read Date ↓

⋮

Consumption (gal) ⋮

01/20/2022

0

01/19/2022

0

01/18/2022

0

01/17/2022

0

01/16/2022

0

5/3/22, 9:21 AM

Invoice

Invoice from MATKIN SPRINKLER SYSTEMS AND LANDSCAPE LIGHTING LLC

[Download PDF](#)



MATKIN SPRINKLER SYSTEMS AND LANDSCAPE LIGHTING LLC

Bill Matkin
975 glen oaks dr
pass christian, MS 39571
UNITED STATES

+1 228-223-3235 • goosematkin@gmail.com

Bill to

Mart Windham

202 Ashley Pl.
Ocean Springs, MS 39564
UNITED STATES
mart@waringoil.com

Items

Go through sprinkler system, check clock for correct time, date and scheduling
1 x \$150.00

\$150.00

Replace 4 rotor heads....sta 1
1 x \$100.00

\$100.00

Repair 1" mainline leak
1 x \$45.00

\$45.00

Subtotal

\$295.00

Shipping

\$0.00

Total

\$295.00

Note to customer

Hey Mart, got you fixed up for springtime. Call if you need us or have any questions.
Really appreciate your business!
Thank You,
Bill

Invoice #0488
Issued : Apr 20, 2022
Due : Apr 20, 2022

Last updated on April 20, 2022
at 12:28:17 PM PDT

Balance due: \$0.00

Original invoice total \$295.00

\$295.00

PAID

Total amount paid \$295.00

Payment activity

Payment - \$295.00
4/20/22

Powered by PayPal

Water/Leak Adjustment Form ☒

Leak 28K

Adj. \$ 139.72

Water/Leak Adjustment

Name of water/sewer customer: Terry Miller

Date: 05/27/2022

Account Number: 01-007948-00

Property Address: 5912 Chicopee Trce

Period of Mitigation: Receipts from Plumbers - Attachment function below is not working. I will e-mail the receipts to RBilbo@oceansprings-ms.gov

Phone Number: +16018189815

Basis for Request:

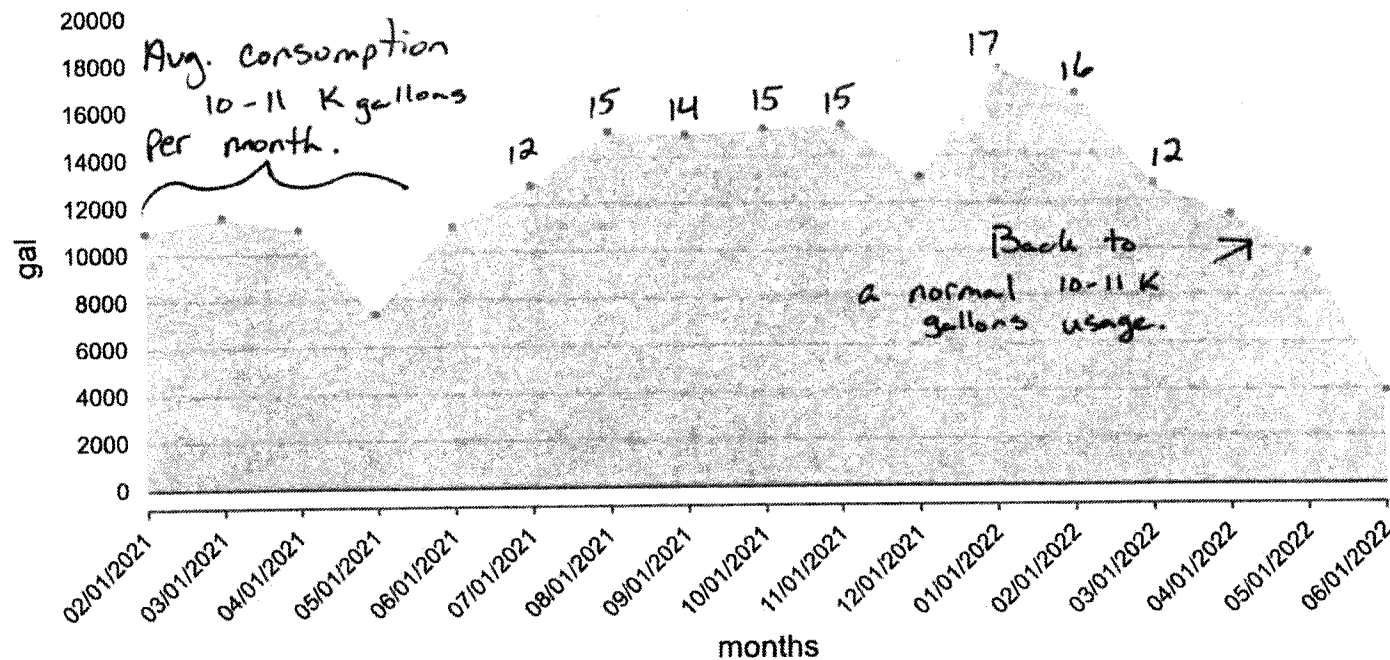
Foundation Leak on Hot
Water Side

Proof: Receipts from Plumbers - Attachment function below is not working. I will e-mail the receipts to RBilbo@oceansprings-ms.gov

Uploaded Document:

eSignature: Terry R. Miller

Customer Consumption for Water Meter: 86500458



CSV

▼ Export

Read Date ↓

Consumption (gal) :

06/01/2022
05/01/2022
04/01/2022
03/01/2022
02/01/2022
01/01/2022

looks like the leak was going on for awhile but minimal, so the water bill only went up about \$20.00 extra per month. most likely customer didn't notice this

3850.9
9758.6
11417.8
12729.1
16536.8
17633.4



Job #26123165

Job Report

Customer

Terry Miller

Location

5912 Chicopee Trace, Ocean Springs, MS 39564 USA

Date

2022-05-12

What Did You Find?

Description

Gave customer an estimate of \$3000 plus tax to break up approximately 2' x 5' area of concrete inside the garage near the hot water heater to repair hot water leak in the slab. if leak is not within that specified area we will have to talk more and adjust the price accordingly. Also on site today we replaced three-quarter inch ball valve supplying cold water to the water heater.

Pictures



Job #26262941

Job Report

Customer

Terry Miller

Location

5912 Chicopee Trce, Ocean Springs, MS 39564 USA

Date

2022-05-13

What Did You Find?

Description

Broke up on garage side and found hot side pipe leaking closer on the living room side. We broke up in the living room side and made the repair. Poured concrete back in both side.

Pictures



AMERICAN LEAK DETECTION

THE ORIGINAL LEAK SPECIALISTS™

American Leak Detection

P.O. Box 9,
Cantonment FL
32533

Ph 8504755940
nwleak@aol.com

Invoice

31117

INVOICE #

DATE

05/12/2022

DUE DATE

12th May 2022

BILL TO

TERRY MILLER
5912 Chicopee Trce
Ocean Springs, MS 39564

JOB ADDRESS

5912 Chicopee Trce
Ocean Springs, MS 39564

WORK COMPLETED

Leak detection complete. Leak located on hot side copper pipe under slab. Marked leak location in garage as well as den side as the leak is so close to the wall it is hard to tell what side of the wall. Found small drip on hot side valve under kitchen sink and small drip on water heater gate valve. Gate valve is also bleeding by. 30 day warranty on leak detection.
terry.miller.9815@gmail.com

DESCRIPTION

QTY

UNIT PRICE

AMOUNT

Leak detection
Leak detection

1

\$425.00

\$425.00

PAID

SUBTOTAL

\$425.00

TAX

\$0.00

TOTAL

\$425.00

AMOUNT PAID

\$425.00

BALANCE DUE

\$0.00

By signing below, I acknowledge that the technician has carried out the work described above to my satisfaction. I acknowledge that I am responsible for any payment not covered by my insurance company.

CUSTOMER SIGNATURE

How to Pay

Invoice #31117

\$0.00 due by 12th May 2022

TAX ID-59-3542159

CHECK

P.O. Box 9,
Cantonment FL
32533

Thank you for your business, have a great day!



Danny Miller Plumbing, Inc.
PO Box 2026, Gulfport, Mississippi 39505
(228) 832-5600

BILL TO

Terry Miller
5912 Chicopee Trace
Ocean Springs, MS 39564 USA

INVOICE
26123165

INVOICE DATE
May 13, 2022

JOB ADDRESS

Terry Miller
5912 Chicopee Trce
Ocean Springs, MS 39564 USA

Completed Date: 5/13/2022
Payment Term: Due Upon Receipt
Due Date: 5/13/2022

TASK	DESCRIPTION	QTY	PRICE	TOTAL
PL-LABOR	Service	1.00	\$130.00	\$130.00

Materials

MATERIAL DESCRIPTION	QUANTITY	YOUR PRICE	YOUR TOTAL
MATERIALS Job Materials.	1.00	\$20.00	\$20.00

#	DESCRIPTION	TOTAL
FEE- SURCHARGE- TAX	3% Surcharge for credit cards. TAXABLE.	\$4.50

PAID ON	TYPE	MEMO	AMOUNT
5/13/2022	Credit Card		\$165.32

POTENTIAL SAVINGS	\$13.00
SUB-TOTAL	\$154.50
ST SALES TAX 7%	\$10.82

TOTAL DUE	\$165.32
PAYMENT	\$165.32
BALANCE DUE	\$0.00

Thank you for choosing Danny Miller Plumbing, Inc.

CUSTOMER AUTHORIZATION

This invoice is agreed and acknowledged. Payment is due upon receipt. A service fee will be charged for any returned checks, and a financing charge of 1% per month shall be applied for overdue amounts.

Sign here

Date 5/13/2022

CUSTOMER ACKNOWLEDGEMENT

I find and agree that all work performed by Danny Miller Plumbing, Inc. has been completed in a satisfactory and workmanlike manner. I have been given the opportunity to address concerns and/or discrepancies in the work provided, and I either have no such concerns or have found no discrepancies or they have been addressed to my satisfaction. My signature here signifies my full and final acceptance of all work performed by the contractor.

Sign here

Date 5/13/2022

I authorize Danny Miller Plumbing, Inc. to charge the agreed amount to my credit card provided herein. I agree that I will pay for this purchase in accordance with the issuing bank cardholder agreement.

Sign here

Date 5/13/2022



Danny Miller Plumbing, Inc.
PO Box 2026, Gulfport, Mississippi 39505
(228) 832-5600

BILL TO

Terry Miller
5912 Chicopee Trace
Ocean Springs, MS 39564 USA

INVOICE
26262941

INVOICE DATE
May 17, 2022

JOB ADDRESS

Terry Miller
5912 Chicopee Trce
Ocean Springs, MS 39564 USA

Completed Date: 5/17/2022
Payment Term: Due Upon Receipt
Due Date: 5/17/2022

TASK	DESCRIPTION	QTY	PRICE	TOTAL
QUOTED	Quoted Job	1.00	\$4,000.00	\$4,000.00

#	DESCRIPTION	TOTAL
FEE- SURCHARGE- TAX	3% Surcharge for credit cards. TAXABLE.	\$120.00

PAID ON	TYPE	MEMO	AMOUNT
5/17/2022	Credit Card		\$4,408.40

POTENTIAL SAVINGS	\$400.00
SUB-TOTAL	\$4,120.00
ST SALES TAX 7%	\$288.40
TOTAL DUE	\$4,408.40
PAYMENT	\$4,408.40
BALANCE DUE	\$0.00

Thank you for choosing Danny Miller Plumbing, Inc.

CUSTOMER AUTHORIZATION

This invoice is agreed and acknowledged. Payment is due upon receipt. A service fee will be charged for any returned

checks, and a financing charge of 1% per month shall be applied for overdue amounts.

Sign here

Date 5/17/2022

CUSTOMER ACKNOWLEDGEMENT

I find and agree that all work performed by Danny Miller Plumbing, Inc. has been completed in a satisfactory and workmanlike manner. I have been given the opportunity to address concerns and/or discrepancies in the work provided, and I either have no such concerns or have found no discrepancies or they have been addressed to my satisfaction. My signature here signifies my full and final acceptance of all work performed by the contractor.

Sign here

Date 5/17/2022

I authorize Danny Miller Plumbing, Inc. to charge the agreed amount to my credit card provided herein. I agree that I will pay for this purchase in accordance with the issuing bank cardholder agreement.

Sign here

Date 5/17/2022



1-800-GET-ROTO

SEE BINDING TERMS ON REVERSE

05/10 / 32 Gulfport

Keian
SERVICE TECHNICIAN'S NAME

INVOICE NO. 95505

SEWER & DRAIN ☐ PLUMBING ☐ PUMPING ☐
INDUSTRIAL ☐ EXCAVATION ☐ DRAIN TILE ☐

CUSTOMER CLASS
☐ RESIDENTIAL ☐ COMMERCIAL

CUSTOMER NAME

CUSTOMER NO.

Terry Miller

APT. NUMBER

FEDERAL I.D. #

SERVICE ADDRESS

5412 Chicopee Tree

#1-2005872

CITY

Ocean Springs

STATE/PROVINCE

MS

ZIP/POSTAL

39564

CUSTOMER PHONE NO.

P.O. NUMBER/AUTHORIZATION

BILLING ADDRESS (IF DIFFERENT FROM SERVICE ADDRESS)

CITY

STATE/PROVINCE

ZIP/POSTAL

REPAIR CODE

ESTIMATE AND DESCRIPTION OF WORK TO BE PERFORMED (The approximate starting date is _____, and the approximate completion date is _____. Neither date is guaranteed. Unexpected conditions or problems could cause delays. A definite completion date is not of the essence.)

Leak detection 105 + tax

\$ AMOUNT

American Leak Detection

251-237-7219

Seames, AL

Mobile-Biloxi

866-701-5306

WORK ORDER AUTHORIZATION I authorize the services indicated and agree to pay the amounts specified. I have read and agree to the terms on the reverse side, including the limits on Roto-Rooter's responsibility specified in those terms.

(SIGNATURE)

(PRINT NAME)

CHANGES TO ESTIMATE

I authorize these changes

ADJUSTMENTS/CHANGES IN WORK TO BE PERFORMED (Use additional invoice if needed to describe changes)

Foundation Leak

COMMENTS

Leak is between garage and bathroom
some where

COMPLETION I acknowledge completion of the above described work which has been done to my complete satisfaction.

(SIGNATURE)

(PRINT NAME)

(EMAIL ADDRESS)

Send plumbing tips, product/services information and coupons via email.

PAYMENT

☐ CASH

☐ CHECK NO.

☒ CREDIT CARD

☐ NET 10 DAYS

OVER 30 DAYS = LATE CHARGE OF 1 1/2% PER MONTH* In the event check is returned, the CUSTOMER is responsible for all related bank fees.

LABOR \$

PARTS \$

PRODUCTS \$

OTHER \$

\$

\$

TAX \$ 7.35

INVOICE TOTAL \$ 112.35

NEXT VISIT

PLEASE PAY FROM THIS INVOICE

95505

RESIDENTIAL GUARANTEE		COMMERCIAL GUARANTEE	
LABOR		LABOR	
☐ Main/Branch Lines	6 months	☐ Main/Branch Lines	30 days
☐ Toilet Auger	7 days	☐ Toilet Auger	24 hours
☐ Plumbing Repair	6 months	☐ Plumbing Repair	90 days
☐ Plumbing Replacement	1 year	☐ Plumbing Replacement	90 days
☐ Extended Guarantee	1 year		
REASON FOR NO GUARANTEE			

(Service Technician's Signature)

(Print Service Technician's Name and Number)

Rely on the experts at Roto-Rooter for complete plumbing and drain services. Call 1-800-GET-ROTO (438-7686).

Visit us at rotorooter.com for coupons, helpful hints and more. Complete our customer survey at: rotorooter.com/contact-us/customer-survey.

And, follow us online for news, timely updates, and other plumbing and drain information.

- facebook.com/rotorooter
- twitter.com/rotorooter
- rotorooter.com/blog
- youtube.com/rotorootertv

Leak 3,440 gallons

Adj. \$ 17.¹⁶

CITY OF OCEAN SPRINGS

Water Department
P. O. Box 1890
Ocean Springs 39566-1890

City Hall: 1018 Porter Avenue
Phone: 228-875-4176
Fax: 228-875-7249

REQUEST FOR MITIGATION OF SANITARY SEWER CHARGES

Date of Request: 6-2-2022

Account Number: 01-000988-00

Name of Water/Sewer Customer: Joseph A. Edgar

Property Address: 2408 Davidson

Period of Mitigation: _____

Basis for Request:

Small leak at the connection of the meter
Attached hose clamps with pex pipe
Homeowner used a brass hose barb to
join the two hoses together.

Proof of Mitigating Circumstances (i.e., receipts of plumber, statement of work done by owners, etc.)

Homeowner used supplies he had around the
house to fix leaks.

I hereby certify that the above and foregoing is true and correct under penalty of law.


Signature of Applicant

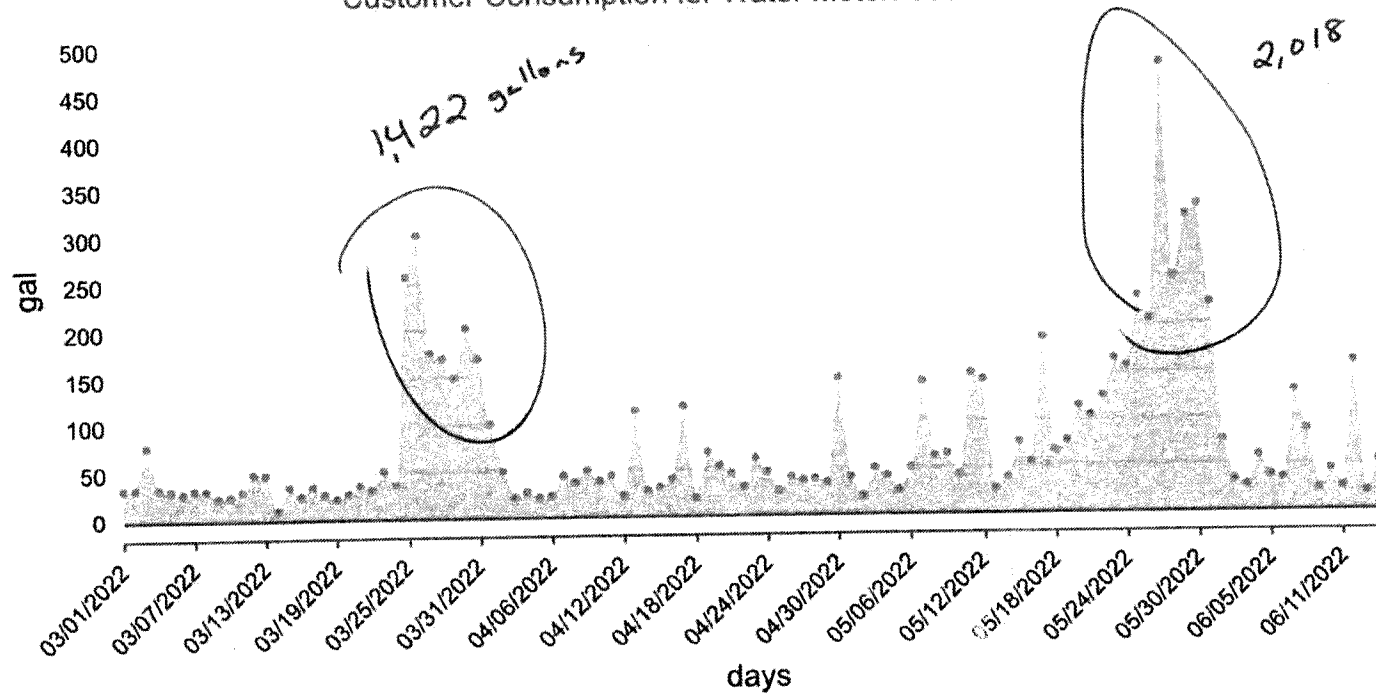
Date: 6-3-22

(Please attach receipt or invoice of proof leak has been fixed)

Leak: 3,440 gallons

Adj: \$17.16

Customer Consumption for Water Meter: 86596734



CSV

▼ Export

Starting Read Value

Read Value to Interval Difference

938058.9

0%

Ending Read Value

940482.5

Total (Delta)

2423.6

Charles "Eddie" Hibbard

From: Charles "Eddie" Hibbard
Sent: Friday, June 03, 2022 11:33 AM
To: Charles "Eddie" Hibbard
Subject: 2408 Davidson





Thank you,

Eddie Hibbard
Water Department
City of Ocean Springs
1018 Porter Ave.
Ocean Springs, MS 39564
(Main) 228-875-4236

Leak 17 K
Adj. : \$ 84.91



Water/Leak Adjustment

Name of water/sewer customer: Sandra L Farrell
Date: 06/13/2022

Account Number: **Property Address:** 226 Eastland Blvd

Period of Mitigation:

Phone Number: +12282383308

Basis for Request: To Whom It May Concern:

On Tuesday, June 7, 2022, I noticed water on my driveway when I arrived home that evening. I called the City on the morning of June 8th. When talking to the lady at the Water Department I gave her my work numbers and cell number in order to let me know what the problem may be. The water department checked the water on June 8th and shut the water off in the early afternoon. When I arrived home at about 7:30 pm I discovered the water was shut off. At no time did I receive a phone call on my cell phone or at my place of business to notify me of the city shutting off my water. There was not a note left on the door or property. I called a few plumbers that evening. I received returned calls Thursday morning. The plumber was not able to finish the job because of rain on Thursday. Friday morning the plumbing was finished. When talking to the plumber and telling him how I was without water at my residence for 2 ½ days, he stated the job could have been completed Wednesday since he was **Proof:** not busy that day.

I am asking for a reduction in my water bill if possible. I was not aware of the leak with my original plumbing to the house. I called and notified the city as soon as I noticed the problem to minimize any issues. The waterline was replaced not repaired to eliminate this issue in the near future.

Thank you for your time.

Sandra L Farrell
226 Eastland Blvd
Ocean Springs

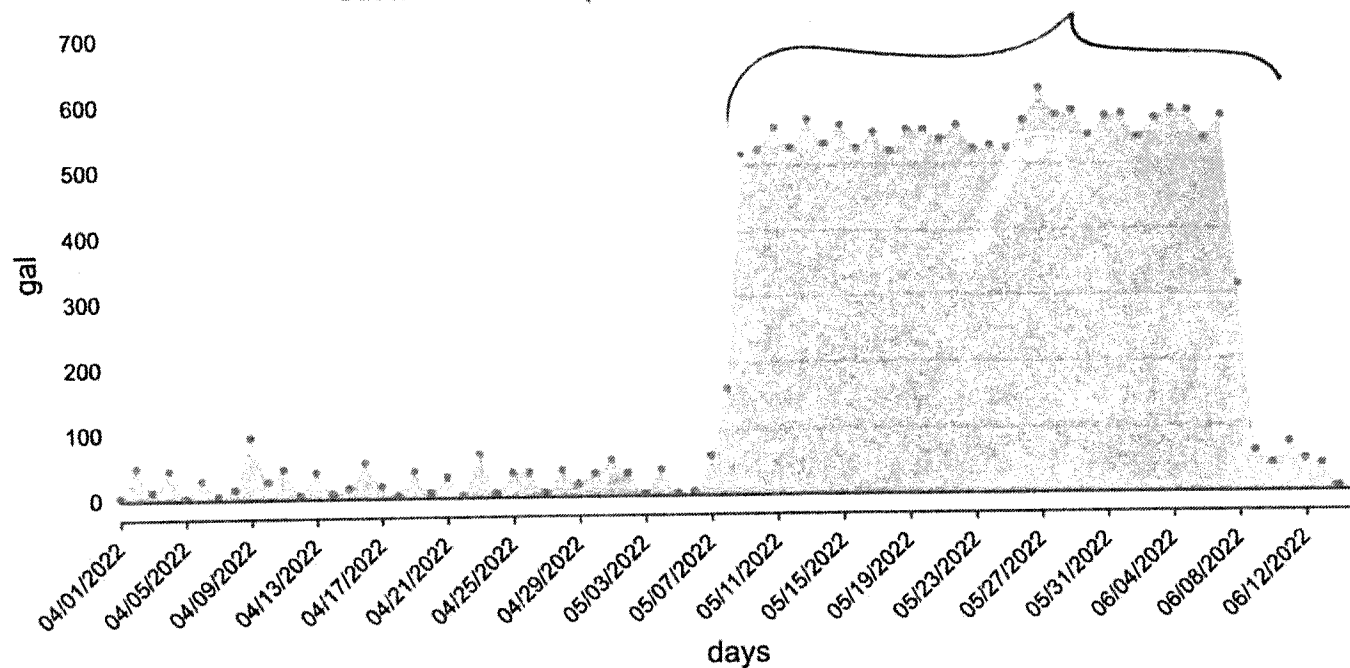
Uploaded Document:

eSignature: Sandra L Farrell

Leak 17 K

Adj. \$ 84.91

Customer Consumption for Water Meter: 86597279



CSV

▼ Export

Read Date ↓

⋮

Consumption (gal) ⋮

06/15/2022

33.3

06/14/2022

5.5

06/13/2022

40.4

06/12/2022

47.3

06/11/2022

73.5

06/10/2022

41.4

06/09/2022

60

Receipt

Bob Brown 282-3961

June 9, 2022

Work Performed at: 226 Eastland

Scope of Work: Plumbing

Installed New 3/4" pvc Water	\$ 4100.-
line from meter to House	\$ -
	\$ -
Completion 6/10/22	\$ -
7% MS Sales Tax	\$ 287
5% Credit / Debit processing fee	\$ 219.35
TOTAL PROJECT COST	\$ 4387.⁰⁰

Note: 5% fee for credit card payment

Check 210
pd 6/10/22

\$14606.35
- 219.35
4387.00



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

1018 Porter Avenue
Ocean Springs, MS 39564
FX 228.875.7249

Kenny Holloway
Mayor
228.875.6722

Bobby Cox
Alderman at Large

Jennifer Burgess
Alderman Ward 1

Rickey Authement
Alderman Ward 2

Kevin Wade
Alderman Ward 3

Ken Papania
Alderman Ward 4

Robert Blackman
Alderman Ward 5

Michael (Mike) Impey, II
Alderman Ward 6

City Hall
228.875.4236

Police Department
228.875.2211

Fire Department
228.875.4063

Public Works
228.875.3955

Water Department
228.875.4176

Community Development
and Planning
228.875.4415

Building Department
228.875.6712

Human Resources
and Risk Management
228.872.3338

Parks and Recreation
228.875.8665



City of Ocean Springs

MEMORANDUM

To: Board of Aldermen
From: Sarah Harris, Project Manager
Re: Ocean Springs Active Citywide Project Update
Section: Project Manager – Department
Meeting Date: June 21, 2022

An update on the status of all active projects will be presented to the board on a quarterly basis. Presented today is a spreadsheet with seventeen (17) active projects city wide. This list does not include Ward Projects or Private Developments.

Please note the attached list is not in order of importance.

EXHIBIT # 9-c



CITY OF OCEAN SPRINGS ACTIVE CITYWIDE PROJECTS

UPDATED: 6/17/2022

#	PROJECT NAME	SCOPE	Status	Contractor	Notice to Proceed Date	Current Completion Date	Current Contract Total or Budget Total	Total Paid to Date (including pending payments)	Engineer
1	Fort Bayou Area - Drainage and Water Improvements	Replacement of existing storm drain and water main	Work is Complete. Pending Closeout Process.	Graham	8/30/2021	10/29/2021	\$503,707.50	\$404,178.37	Compton
2	Parktown Area - Drainage Improvements (Trentwood/Shadow Wood)	Install bulkhead along east property and riprap and grout the ditch	Work is Complete. Pending Closeout Process.	DNA	10/18/2021	1/16/2022	\$317,650.00	\$285,237.50	Compton
3	Fort Bayou Area - Wastewater Improvements	Rerouting force main from JCUA force main to directly into LS	Work is Complete. Pending Closeout Process.	Hemphill	1/3/2022	4/3/2022	\$490,795.00	\$191,857.40	Compton
4	CIPP Lining Sanitary Sewer / Stormwater Pipes	Video, CIPP Line and Repair and Line existing Sewer and Storm Drain	Work is Complete. Pending Closeout Process.	Insituform	7/16/2021	7/16/2022	\$261,438.75	\$219,857.44	Overstreet
5	Monster Ditch	Clear the existing ditch and stabilize sections using riprap	Contractor has completed the ditch work. Grassing has been installed and pending growth. Waiting request for walk through.	Holliday	2/7/2022	7/7/2022	\$299,401.00	\$191,403.97	Overstreet
6	Baywood LS 68 Force Main Extension	Extend the force main into deeper manhole	The foreman has been installed. Grassing has been installed and pending growth. Waiting on subcontractor to line the manholes. Work remaining includes pouring back the concrete drive and patching the asphalt.	Jay Bearden	5/18/2022	9/15/2022	\$153,950.00	\$94,483.20	BMA
7	Front Beach Sidewalk Repairs Phase I	Replacing the missing section on Front Beach sidewalk	Pending start date for August 2022 - waiting till after summer to reduce inconvenience with the public during summer break.	Jay Bearden	-	-	\$343,175.00	\$0.00	Overstreet
8	Ocean Springs Community Center	Evaluation to determine cause of crack in exterior and interior walls. Develop a plan or recommendation to address the damage.	Contracted Laird Engineering (\$5,700) and waiting to schedule scope meeting with Jeff Laird. Report due by August 1, 2022	N/A	-	9/1/2022	\$20,000.00	\$0.00	Laird
9	Mary C. O'Keefe Windows	Remove and Restore/Replace the 4 individual selected existing windows	Obtained 2 quotes waiting approval from MDAH to award. Pending Structural Engineering contract with Laird Engineering for structural review once windows are removed.	-	-	9/1/2022	\$20,000.00	\$0.00	-
10	Parktown Area - Drainage Improvements Phase II	Clear and grub along 3 existing ditches and install riprap and grout.	Bids opened 6/2/2022 however, the project must be re-bid due to bid documents submitted did not meet funding requirements	-	-	-	\$0.00	\$0.00	Compton
11	DEANA ROAD IMPROVEMENTS	Upgrades to bring street and utilities to City standards and support growth. <i>Engineering includes Amend. #1 to PE proposal.</i>	Pending Advertisement - waiting to confirm easements for the bank and sails property.	-	-	-	\$0.00	\$0.00	BMA
12	Hurricane Zeta - Lift Stations	Remove and Restore/Replace 6 Lift Station Fencing and 4 Lift Station control panels	All 4 Lift Station control panels have been ordered, but still waiting delivery. Working to receive quotes for the 6 Lift Station fences	-	X	N/A	\$119,000.00	\$0.00	N/A
13	Bollards/Trash Cans Front Beach	Install Bollards and Trash Cans along Front Beach	All bollards have been installed and all beach trash cans have been installed. Pending the option to order more bollards or move the bollards at the harbor to missing sections along the beach.	Public Works	X	N/A	\$0.00	\$0.00	N/A
14	Cash Alley	Install 4' concrete spheres at Cash Alley and Government and DeSoto and Government, install sign, lights, trash cans, street finish, etc.	Pending construction of adjacent restaurant - collecting quotes for sign and street finish	Public Works	X	N/A	\$0.00	\$0.00	N/A
15	Ocean Springs Sports Complex - Drainage	Install drainage swale from low spots to grates	Public Works is in the process of creating swales between the back of the fields and the parking lot. Once the swales are installed concrete pads will be installed around the area inlets	Public Works	X	N/A	\$0.00	\$0.00	N/A
16	Gay Lemon Storm Drain	Install storm drain along the back of the fields	Waiting on storm drain pipe to be delivered - approximately 4-6 more weeks	County	X	N/A	\$0.00	\$0.00	N/A
17	Steelman Lane Roadway	Install storm drain and roadway	Storm drain pipe has been installed the County is working on the roadway - approximately 4-6 more weeks	County	X	N/A	\$0.00	\$0.00	N/A
							\$1,216,964.75	\$505,744.61	