

RECESS MEETING OF MAY 17, 2022

Be it remembered that the Mayor and Board of Aldermen of the City of Ocean Springs met in a Recess Meeting at City Hall in the City of Ocean Springs at 6:00 p.m. on May 17, 2022. Mayor Holloway presided, and Aldermen Burgess, Authement, Wade, Papania, Blackman, and Impey were present. Alderman Cox 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, Planning & Grants Administrator Carolyn Martin, Building Official Darrell Stringfellow, Public Works Director Allan Ladnier, Human Resources & Risk Management Director Mindy McDowell, Parks & Recreation Director Stephen Glorioso, Project Manager Sarah Harris, and Executive Assistant to the Mayor & Board Ravin Nettles.

The Mayor called the meeting to order.

Dr. Mike Barnett from First Baptist Church gave the invocation and Alderman Impey led the Pledge of Allegiance.

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

PRESENTATION

The Mayor presented the Keep Ocean Springs Beautiful – “2022 First Place Wildflower Trails of Mississippi Award” to Public Works Beautification team leader Mike Hale (Exhibit 4-a).

PROCLAMATION

The Mayor presented a Proclamation to Cypress Environment & Infrastructure representatives, Cynthia Henderson, Mark Foster, and Jamie Barhanovich, declaring May 17, 2022, as Cypress Environment & Infrastructure Day (Exhibit 3-b).

The Mayor presented the Police Chief with a Proclamation recognizing May 15, 2022, as Peace Officers Memorial Day and May 11 – 17, 2022, as Police Week (Exhibit 3-a).

AGENDA PUBLIC COMMENT

Deborah Tatom, agenda item 7-b, spoke in support of establishing a no-wake zone along the Old Fort Bayou Waterway. She said the boat traffic has increased and a no-wake zone is needed for the property owners along the water.

OLD BUSINESS

Scott Lemon from Lemon-Mohler Insurance gave an update on the City's property insurance renewal. He said preliminary information has been received from the current carrier, Amrisk. He said the renewal proposal includes a 3% deductible and a \$20 million loss limit for the City's \$40 million in assets with a 40% increase in cost. He requested to meet with the insurance committee next Tuesday and there will be a special called meeting the following Thursday to renew before the May 31st deadline.

NEW BUSINESS

A motion was made by Alderman Cox, seconded by Alderman Impey, and unanimously carried to name Mayor Holloway as the City's voting delegate and Alderman Authement as the alternate voting delegate for the 2022 MML Election (Exhibit 7-a).

Alderman Authement said he has received requests from waterfront residents to create a no-wake zone. He said the first step would be to submit the request to the county, the Harbor Master will determine the need, then DMR will research the area to set the perimeters. A motion was made by Alderman Authement, seconded by Alderman Impey, and unanimously carried to adopt the resolution requesting assistance from Jackson County to establish and enforce a "No Wake Zone" along the Old Fort Bayou Waterway including an amendment stating, "local citizens have requested a no-wake zone be established for the reasons mentioned herein" (Exhibit 7-b).

CONSENT AGENDA

The Mayor recused himself from the Consent Agenda, stepped out of the Boardroom, and Alderman Impey proceeded as Mayor Pro-tempore. A motion was made by Alderman Blackman, seconded by Alderman Papania, and unanimously carried to approve the consent agenda except for item 8-b pulled by Alderman Authement and item 8-l pulled by Alderman Papania.

- a) Approve the Special Event Permit Application for the Ocean Springs Fresh Market every Saturday in 2022 from 9:00 a.m. until 1:00 p.m.; no cost to the City (Exhibit 8-a)
- b) Approve MS Vietnam Veterans Memorial Event at the Civic Center on Tuesday, June 7, 2022, from 9:00 a.m. until 10:30 a.m. and authorize waiving the \$600.00 rental fee; the event will promote and advertise the City's resources (Exhibit 8-b)
- c) Approve the Special Event permit application for the Funday in the Park on Saturday, June 18, 2022, from 8:00 a.m. until 5:00 p.m. at Martin Luther King Jr. Park; the applicant will pay for any associated cost (Exhibit 8-c)
- d) Authorize the Temporary Dedication of Land for Public Use Agreement for the Fayard Property on Front Beach Drive on July 4, 2022 (Exhibit 8-d)

- e) Authorize the removal and disposal of 8 broken picnic tables from the Mary C lawn due to poor condition and no use to the City (Exhibit 8-e)
- f) Approve Minutes: Special Call Meeting April 27, 2022 (Exhibit 8-f)
- g) Approve Minutes: Regular Meeting May 3, 2022 (Exhibit 8-g)
- h) Accept OSPD monthly report for April 2022 (Exhibit 8-h)
- i) Accept OSFD monthly report for April 2022 (Exhibit 8-i)
- j) Human Resources action items (Exhibit 8-j):
 - a) Accept the resignation of Deputy Court Clerk II Brittany Shepherd, effective May 27, 2022; authorize to begin the process of filling the vacant position
 - b) Authorize promotion of Water Laborer/Truck Driver II Michael Richards to Water Assistant Supervisor, Step 1, \$18.26 hourly rate, effective May 21, 2022, six-month probationary status; authorize to begin the process of filling the vacant position
 - c) Authorize employment of Michael Rodriguez, Parks Maintenance, Step 1, \$12.36 hourly rate; effective May 23, 2022; one-year probationary status, pending successful completion of all pre-employment requirements
 - d) Authorize removal of Art & Culture Assistant Alexis Montgomery from probationary status to full-time status effective immediately
- k) Approve the application for a lot split at 709 Bienville Boulevard PID #60224010.000; Planning Commission recommends approval (Exhibit 8-k)
- l) Approve the application to vacate a portion of the Right of Way (ROW) of the platted Beach Drive at the southern end of the Watersedge Drive (lot 37); the Planning Commission recommends approval (Exhibit 8-l)
- m) Approve the request for final plat approval for Porter Oak Subdivision (East side of Porter Avenue between Cleveland Avenue and Howard Avenue) PID #61330006.000; Planning Commission recommends approval (Exhibit 8-m)
- n) Approve the request for final plat approval for Harbor Oaks Subdivision 1216 Harbor Road – south side of Harbor Road at the intersection with Lafontaine Avenue PID #60137382.000 (Exhibit 8-n)
- o) Approve the application for a Lot Reconfiguration at 110-C Shearwater Drive (Southside of Shearwater Drive approximately 70 feet west of Pine Drive) PID #60130590.000 and #6013590.050 (Exhibit 8-o)
- p) Approve the application to construct a dwelling on a historically platted, legal, non-conforming lot at 300 Dewey Avenue PID #60137362.000 (Exhibit 8-p)
- q) Authorize to modify the previous award related to Engineering Services for Porter Avenue Public Access Tidelands Project FY 21-P412-01 to C.H. Fenstermaker & Associates LLC with an estimated \$16,700.00 engineering services cost; Authorize to execute the Master Service Agreement with Work Order #1 with C.H. Fenstermaker & Associates LLC (Exhibit 8-q)
- r) Authorize to execute the Substantial Completion Certificate for Graham Construction Company, Inc. for the Fort Bayou Area Drainage and Water Improvement Project R-109-282-08-KCR (Exhibit 8-r)

- s) Authorize to execute the contract with Jay Bearden Construction, Inc. for \$153,950.000 for the Lift Station #68 Force Main Extension Project (Exhibit 8-s)
- t) Authorize to ratify the Corrected MOA for the Government Street Improvements Project Phase 2 (Exhibit 8-t)
- u) Accept Building Department Report for April 2022 (Exhibit 8-u)
- v) Accept Code Enforcement Report through May 12, 2022 (Exhibit 8-v)
- w) Accept Tree Department Recommendations – Tree Applications through May 10, 2022 (Exhibit 8-w)
- x) Authorize the demolition of a structure in excess of 50 years at 3304 Government Street (Exhibit 8-x)

A motion was made by Alderman Authement, seconded by Alderman Papania, and unanimously carried to approve the MS Vietnam Veterans Memorial Event on Tuesday, June 7, 2022, from 9:00 a.m. until 10:30 a.m. changing the location to the EOC (Exhibit 8-b).

Alderman Papania said item 8-l does not mention a drainage easement the City needs to retain across lot 37. A motion was made by Alderman Papania, seconded by Alderman Blackman, and unanimously carried to approve the application to vacate a portion of the Right of Way (ROW of the platted Beach Drive at the southern end of the Watersedge Drive (lot 37); contingent upon the City retaining a fifteen-foot drainage easement (Exhibit 8-l).

The Mayor returned to the Boardroom and resumed control of the meeting.

DEPARTMENT REPORTS

Mayor:

The Mayor said before the Wayfinding Study is implemented, a uniform, updated City Logo should be created. The Arts & Culture Coordinator said the proposed logo encompasses the City, not just one element. She said it is a sun made with a compass, ocean waves, and a horizon line with Ocean Springs Mississippi in an aesthetic font. She said feedback is welcome from the Board and Department Heads before the logo is finalized.

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-b).

A motion was made by Alderman Cox, seconded by Alderman Wade, and unanimously carried to adjust the water/sewer accounts listed on Exhibit 9-c; with the finding that

the customers did not receive the benefit of the utility and the excess usages were due to unforeseen circumstances (Exhibit 9-c).

GENERAL PUBLIC COMMENT

President of the Ocean Springs Garden Club Jane Hunolt requested a \$600.00 match from the City for repairs and upgrades to the landscaping and playground area at Fort Maurepas. She said the \$600.00 would pay the landscape architect for Phase 2 and add color to the landscaping. Alderman Cox asked if the Garden Club plans to keep up with the landscaping that will be added. She replied they will have three workdays throughout the year for upkeep.

Marcus Garrett, a Gautier resident, spoke against the tag ticketing program for uninsured motorists and said it should be able to be managed locally.

Hailey Hill spoke against the tag ticketing program for uninsured motorists.

Bill Moore expressed thanks to the Police Department during Police Week and honored the fallen officers. He reminded everyone that Cappuccino with Cops will be at the District Coffee house tomorrow from 8:00 a.m. to 10:00 a.m. He said the Chambers Business After Hours will be Thursday at Treasure Oaks Country Club from 5:00 p.m. to 7:00 p.m.

MAYOR AND ALDERMEN'S FORUM

Alderman Burgess thanked the Department Heads for reviewing with her the work orders she has submitted.

Alderman Wade asked the Public Works Director for an update on street signs. He replied they have been ordered but had not been delivered.

Alderman Blackman thanked the Seabees for their help at the Vietnam Memorial in preparation for the 25th Anniversary of the Memorial being in Ocean Springs. He said there will be a ceremony on Memorial Day at 9:30 a.m. at the Memorial and the City and the State will present Proclamations. He announced a City Employee Family Fun Day on June 11th at Fort Maurepas with a crawfish cookoff between the departments. A motion was made by Alderman Blackman, seconded by Alderman Cox, and unanimously carried to authorize payment to First Response Lawn Care for \$4,050.00 for cutting and maintenance of Road Zones 1-4 on May 2 and 3, 2022 (Exhibit 11-a).

RECESS MEETING AGENDA
MAYOR AND BOARD OF ALDERMEN – CITY OF OCEAN SPRINGS
Tuesday, May 17, 2022 – 6:00 p.m. CITY HALL

1. CALL TO ORDER

2. INVOCATION AND PLEDGE OF ALLEGIANCE

3. PROCLAMATION

- a) 2022 Peace Officers Memorial Day May 15, 2022 & Police Week May 11 – 17, 2022 (Exhibit 3-a)
- b) Cypress Environment & Infrastructure Day May 17, 2022 (Exhibit 3-b)

4. PRESENTATION

- a) Keep Ocean Springs Beautiful Award (Exhibit 4-a)

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) Property insurance renewal update – Scott Lemon

7. NEW BUSINESS

- a) Name the City’s Voting Delegate and Alternate Voting Delegate for 2022 MML Election (Exhibit 7-a) ~ *Deputy City Clerk*
- b) Discuss requesting assistance from Jackson County to establish and enforce a “No Wake Zone” along the Old Fort Bayou Waterway (Exhibit 7-b) ~ *Alderman Authement*

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 the Ocean Springs Fresh Market every Saturday in 2022 from 9:00 a.m. until 1:00 p.m.; no cost to the City (Exhibit 8-a)
- b) Approve MS Vietnam Veterans Memorial Event at the ~~Civic Center~~ on Tuesday, June 7, *EOC* 2022, from 9:00 a.m. until 10:30 a.m. and authorize waiving the \$600.00 rental fee; the event will promote and advertise the City’s resources (Exhibit 8-b)

- c) Approve the Special Event permit application for the Funday in the Park on Saturday, June 18, 2022, from 8:00 a.m. until 5:00 p.m. at Martin Luther King Jr. Park; applicant will pay for any associated cost (Exhibit 8-c)
- d) Authorize the Temporary Dedication of Land for Public Use Agreement for the Fayard Property on Front Beach Drive on July 4, 2022 (Exhibit 8-d)
- e) Authorize the removal and disposal of 8 broken picnic tables from the Mary C lawn due to poor condition and no use to the City (Exhibit 8-e)

City Clerk:

- f) Approve Minutes: Special Call Meeting April 27, 2022 (Exhibit 8-f)
- g) Approve Minutes: Regular Meeting May 3, 2022 (Exhibit 8-g)

Police Department:

- h) Accept OSPD monthly report for April 2022 (Exhibit 8-h)

Fire Department:

- i) Accept OSFD monthly report for April 2022 (Exhibit 8-i)

Human Resources/Risk Management:

- j) Human Resources action items (Exhibit 8-j):
 - a) Accept resignation of Deputy Court Clerk II Brittany Shepherd, effective May 27, 2022; authorize to begin the process of filling the vacant position
 - b) Authorize promotion of Water Laborer/Truck Driver II Michael Richards to Water Assistant Supervisor, Step 1, \$18.26 hourly rate, effective May 21, 2022, six-month probationary status; authorize to begin the process of filling the vacant position
 - c) Authorize employment of Michael Rodriguez, Parks Maintenance, Step 1, \$12.36 hourly rate; effective May 23, 2022; one-year probationary status, pending successful completion of all pre-employment requirements
 - d) Authorize removal of Art & Culture Assistant Alexis Montgomery from probationary status to full time status effective immediately

Planning Commission:

- k) Approve the application for a lot split at 709 Bienville Boulevard PID #60224010.000; Planning Commission recommends approval (Exhibit 8-k)
- l) Approve the application to vacate a portion of the Right of Way (ROW) of the platted Beach Drive at the southern end of the Watersedge Drive (lot 37); Planning Commission recommends approval (Exhibit 8-l)
- m) Approve the request for final plat approval for Porter Oak Subdivision (East side of Porter Avenue between Cleveland Avenue and Howard Avenue) PID #61330006.000; Planning Commission recommends approval (Exhibit 8-m)
- n) Approve the request for final plat approval for Harbor Oaks Subdivision 1216 Harbor Road – south side of Harbor Road at intersection with Lafontaine Avenue PID #60137382.000 (Exhibit 8-n)
- o) Approve the application for a Lot Reconfiguration at 110-C Shearwater Drive (South side of Shearwater Drive approximately 70 feet west of Pine Drive) PID #60130590.000 and #6013590.050 (Exhibit 8-o)
- p) Approve application to construct a dwelling on a historically platted, legal, non-conforming lot at 300 Dewey Avenue PID #60137362.000 (Exhibit 8-p)

Grants Administration:

- q) Authorize to modify previous award related to Engineering Services for Porter Avenue Public Access Tidelands Project FY 21-P412-01 to C.H. Fenstermaker & Associates LLC with estimated \$16,700.00 engineering services cost; Authorize to execute the Master Service Agreement with Work Order #1 with C.H. Fenstermaker & Associates LLC (Exhibit 8-q)
- r) Authorize to execute the Substantial Completion Certificate for Graham Construction Company, Inc. for the Fort Bayou Area Drainage and Water Improvement Project R-109-282-08-KCR (Exhibit 8-r)
- s) Authorize to execute the contract with Jay Bearden Construction, Inc. for \$153,950.000 for the Lift Station #68 Force Main Extension Project (Exhibit 8-s)
- t) Authorize to ratify the Corrected MOA for the Government Street Improvements Project Phase 2 (Exhibit 8-t)

Building Department:

- u) Accept Building Department Report for April 2022 (Exhibit 8-u)
- v) Accept Code Enforcement Report through May 12, 2022 (Exhibit 8-v)
- w) Accept Tree Department Recommendations – Tree Applications through May 10, 2022 (Exhibit 8-w)
- x) Authorize the demolition of a structure in excess of 50 years at 3304 Government Street (Exhibit 8-x)

9. DEPARTMENT REPORTS

Mayor:

- a) City Logo Update (Exhibit 9-a)

City Clerk:

- b) Approve payment: Docket of Claims, all expenditures are appropriate and authorized by law, and spread summary on the Minutes (Exhibit 9-b)
- c) 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-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, June 7, 2022

Office of the Mayor
City of Ocean Springs, Mississippi
"City of Discovery"

PROCLAMATION

2022 PEACE OFFICERS MEMORIAL DAY AND POLICE WEEK

WHEREAS, by resolution of the U.S. Congress on October 1, 1962, the President of the United States has been authorized and requested to designate May 15 of each year as Peace Officers Memorial Day and the week in which it falls as National Police Week; and

WHEREAS, we solemnly acknowledge our debt to those who have lost their lives in the line of duty, extending our prayers and gratitude to those officers and their families; and

WHEREAS, we wish to express our gratitude to all law enforcement officers, in the City of Ocean Springs and throughout the United States, for their commitment to justice and to their communities; and

WHEREAS, we recognize the dedication of the Ocean Springs Police Department to serve Ocean Springs' citizens and visitors by preserving peace in our community, safeguarding precious life and personal property, and protecting against violence, disorder, and oppression; and

WHEREAS, the officers of the Ocean Springs Police Department are committed to supporting the Constitution of the United States, the Constitution of the State of Mississippi, and the Ordinances of the City of Ocean Springs, and to obey the laws thereof;

NOW, THEREFORE, I, Kenny Holloway, Mayor of the City of Ocean Springs call upon all citizens of this city and upon all patriotic, civil, and educational organizations to observe the week of May 11-17, 2022, as Police Week commemorating police officers, past and present, who by their faithful and loyal devotion to their responsibilities have rendered a dedicated service to their communities and, in doing so, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens.

I FURTHER call upon all citizens of the City of Ocean Springs to observe May 15, 2022, as Peace Officers Memorial Day to honor those peace officers who, through their courageous deeds, have lost their lives or have become disabled in the performance of duty.

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

MAYOR _____

DATE _____

Office of the Mayor
City of Ocean Springs, Mississippi
"City of Discovery"

PROCLAMATION

WHEREAS, Cypress Environment & Infrastructure has been ranked on Inc. Magazine's list of the Southeast Region's fastest-growing private companies; and

WHEREAS, With two-year revenue growth of 182%, Cypress Environment & Infrastructure was ranked No. 75 on Inc. 5000 Regionals Southeast list; and

WHEREAS, Cypress Environment & Infrastructure is a woman-owned small business based on the Mississippi Gulf Coast, located in Ocean Springs. They provide engineering, planning, environmental, and construction management services to municipal, state, federal, and private clients. Their interdisciplinary staff provides client-focused solutions for coastal projects, water resources, and industry; and

WHEREAS, The companies on the Inc. 5000 Regional list show a remarkable rate of growth across all industries in the Southeast region; and

WHEREAS, Their specific project experience encompasses civil engineering, coastal engineering, environmental engineering, open space design, modeling, National Environmental Policy Act (NEPA) compliance, permitting, and GIS. Their leadership has more than 50 years combined in the AE industry and founded Cypress to address the need for modern interdisciplinary project solutions; and

NOW, THEREFORE, I, Kerry Holloway, Mayor of the City of Ocean Springs, do hereby proclaim May 17, 2022, as

CYPRESS ENVIRONMENT & INFRASTRUCTURE DAY

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

MAYOR _____

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

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: Ravin Nettles, Executive Assistant
Re: Keep Ocean Springs Beautiful Award
Section: Presentation
Meeting Date: May 17, 2022

Keep Ocean Springs Beautiful was awarded the, "2022 First Place – Wildflower Trails of Mississippi Program Award."

This award was given based on a nomination of the Ocean Springs Public Works' Beautification department and their diligent and dedicated work in implementing the city's first wildflower beds near the city's entrance from the Biloxi Bay bridge and several areas downtown.

The seeds were donated to the Keep Ocean Springs Beautiful committee from their state affiliate group, Keep Mississippi Beautiful.

While several beautification programs exist in our city, they were delighted to participate in one that encouraged them to learn new techniques

EXHIBIT # 4-a

ATTENTION CITY CLERK

MML 2022 Election of MML 2nd Vice President Voting Delegate/Alternates Information

On Tuesday, June 28th, 2022, at the MML Annual Conference, an election will be held to select the MML 2nd Vice President. Each member city in good standing (dues are paid in full by May 15, 2022) must identify a voting delegate, along with an alternate. **The list of qualifying candidates is attached.**

To participate in the election, MML must receive this completed form by June 22, 2022.

Important: All voting delegates & alternates must text the keyword **MMLvote2022** to **888-994-1931** to register as a voting delegate for the 2022 election of MML's 2nd Vice President. Voting delegates will be updated on the status of the election by text message.

City/Town of Ocean Springs

PLEASE PRINT:

Voting Delegate Name/Title: Mayor Kenny Holloway
Cell Phone Number: 228-382-0059

Alternate Name/Title: Alderman Ricky Authement
Cell Phone Number: 228-366-0414

IF THE APPOINTED VOTING DELEGATE HAS NOT CAST HIS OR HER VOTE BY 3PM ON
TUESDAY, JUNE 28TH, 2022,
THE ALTERNATE VOTING DELEGATE WILL AUTOMATICALLY BE ALLOWED TO CAST THE
VOTE FOR MML 2ND VICE PRESIDENT.

Return by Mail or Fax to:
The Mississippi Municipal League
600 E. Amite Street, Suite 104
Jackson, Mississippi 39201
OR
FAX: (601) 353-6980

Summary Terms & Conditions: Our mobile text messages are intended for subscribers over the age of 18 and are delivered via USA toll free number 8889941931. You may receive up to 5 message(s) per month for text alerts. Message and data rates may apply. This service is available to persons with text-capable phones subscribing to carriers including AT&T, Verizon Wireless, T-Mobile®, Sprint, Virgin Mobile USA, Cincinnati Bell, Centennial Wireless, Unicel, U.S. Cellular®, and Boost. For help, text HELP to 8889941931, email samantha@mmlonline.com, or call 6013972009. You may stop your mobile subscription at any time by text messaging STOP to toll free number 8889941931. To opt back in, text "UNSTOP" followed by the keyword to toll free number 8889941931.

EXHIBIT # 7-a



600 East Amite Street

Suite 104

Jackson MS 39201

601.353.5854

800.325.7641

Fax 601.353.6980

www.mmlonline.com

PRESIDENT

Mayor Erick D. Simmons
City of Greenville

FIRST VICE PRESIDENT

Mayor Carolyn McAdams
City of Greenwood

SECOND VICE PRESIDENT

Mayor Toby Barker
City of Hattiesburg

EXECUTIVE DIRECTOR

Shari T. Veazoy



MML Candidates for 2022 Election of 2nd Vice-President

Central District

- *Mayor Sally Garland, Crystal Springs*
- *Mayor Billy Nowell, Cleveland*

**RESOLUTION OF THE MAYOR AND BOARD OF ALDERMEN FOR THE
CITY OF OCEAN SPRINGS, MISSISSIPPI TO REQUEST ASSISTANCE FROM
JACKSON COUNTY, MISSISSIPPI FOR ESTABLISHING AND ENFORCING A NO
WAKE ZONE ALONG THE OLD FORT BAYOU WATERWAY**

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

WHEREAS, the City of Ocean Springs and Jackson County share a mutual interest in promoting the safe travel upon waterways and upkeep of coastal lands within and adjacent to the City of Ocean Springs; and

WHEREAS, there has been an increase in commerce within the City of Ocean Springs creating more boat traffic upon the waterways; and

WHEREAS, there has been an increase in population along the waterways bringing an increase in boating docks within the City of Ocean Springs; and

WHEREAS, an increase in boating traffic along the waterways brings an increased concern for safe travel upon the waterways as well as increased need for the preservation of abutting lands and structures; and

WHEREAS, Mississippi Administrative Code states in part:

Rule 5.1 No wake zones will be instituted pursuant to Miss. Code Ann. § 59-21-129 and in instances as the need arises and according to this defined procedure. In cases where citizens feel that a no wake zone is needed, they shall petition their County Board of Supervisors for its establishment, providing reasonable justification and evidence for the need. The Board of Supervisors may evaluate the request, and if found to be warranted, deliver it to the MDMR for consideration. The MDMR staff will investigate the request in light of the specific site and other factors which may come into play. If the need for a no wake zone is substantiated by this investigation, the results and staff recommendation will be presented to the MACMR for their evaluation and recommendation to the Executive Director for potential implementation.

22 Miss. Admin. Code Pt. 16, R. 05

WHEREAS, local citizens have requested a no wake zone be established for the reasons mentioned herein; and

WHEREAS, the Mayor and Board of Aldermen are formally requesting Jackson County, through its Board of Supervisors, to assist in the costs and labor associated with implementing as well as enforcing a “No Wake Zone” along the Old Fort Bayou waterway beginning at Old Fort Bayou Channel Daybeacon 6 to the Fort Bayou Draw Bridge (see attached Exhibit “A” for reference); and

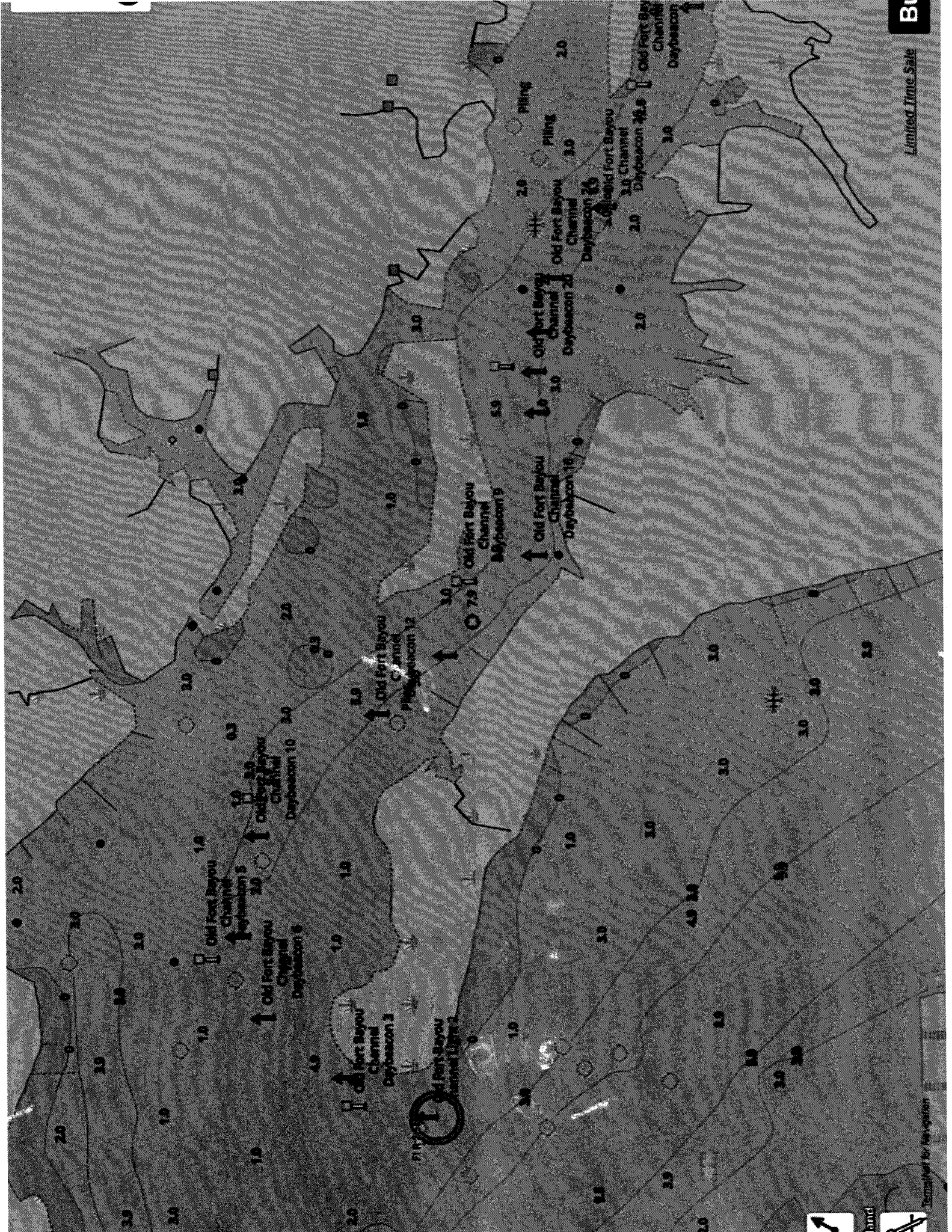
WHEREAS, the requested assistance will enhance public safety, land and structural preservation, and enjoyment of the waterways for Jackson County residents and visitors; and

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

AND SO THE ABOVE FINDINGS ARE THEREFORE RESOLVED by the Mayor and Board of Aldermen of the City of Ocean Springs, Mississippi on this the 17th day of May 2022.


MAYOR

ATTEST: 
CITY CLERK



Limited Time Sale

BT

Technical for Navigation

land



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
Re: Special Event Permit Application
Section: Mayor - Consent
Date: May 12, 2022
Meeting Date: May 17, 2022

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

Event: Ocean Springs Fresh Market
Date: Every Saturday in 2022
Time: 9:00 a.m. – 1:00 p.m.
Location: L&N Train Depot
Participants: Expected 400
Organization: South Mississippi Farmers Market Association
Applicant: Diane Claughton
Insurance: Yes
Payment: N/A

Requirements: No costs to the city for Police, Fire, Parks or Public Works.

EXHIBIT #8-a

www.OceanSprings-MS.gov



City of Ocean Springs

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

MEMORANDUM

1018 Porter Avenue
Ocean Springs, MS 39564
FX 228.875.7249

Kenny Holloway
Mayor
228.875.6722

To: Mayor and Board of Aldermen
From: Ravin Nettles, Executive Assistant
Re: Waive Civic Center Rental Fee – MS Vietnam Veterans Memorial

Meeting Date: May 17, 2022

Bobby Cox
Alderman at Large

I respectfully request approval to waive the \$600.00 rental fee for the MS Vietnam Veterans Memorial event due to the event promoting and advertising the City Ocean Springs.

Jennifer Burgess
Alderman Ward 1

Event: MS Vietnam Veterans Memorial Event

Rickey Authement
Alderman Ward 2

Amount: \$600.00

Kevin Wade
Alderman Ward 3

Date: June 7, 2022. 9:00 a.m. – 10:30 a.m.

Ken Papania
Alderman Ward 4

Location: Ocean Springs Civic Center

Robert Blackman
Alderman Ward 5

Participants: Expected 15-30

Michael (Mike) Impey, II
Alderman Ward 6

Organization: Kevin Felsher

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

EXHIBIT #8-b

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City of Ocean Springs

MEMORANDUM

P.O. Box 1800
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39566-1800

1018 Porter Avenue
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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
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Building Department
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Human Resources
and Risk Management
228.872.3338

Parks and Recreation
228.875.8665

To: Mayor and Board of Aldermen
From: Ravin Nettles, Executive Assistant
Re: Special Event Permit Application
Section: Mayor - Consent
Date: May 10, 2022
Meeting Date: May 17, 2022

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

Event: Funday in the Park
Date: Saturday, June 18, 2022
Time: 8:00 a.m. – 5:00 p.m.
Location: Martin Luther King Jr. Park
Participants: Expected 350
Organization: Distinguished Gentlemen of Ocean Springs
Applicant: Jeffrey Jackson, 228.623.2232
Insurance: Will receive closer to event
Payment: Will receive closer to event

Requirements: The applicant has requested the use of portable restrooms. They applicant will have to pay for these resources.

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

EXHIBIT # 8-c

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Michael (Mike) Impey, II
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228.875.8665



City of Ocean Springs

MEMORANDUM

To: Honorable Mayor and Board of Aldermen
From: Ravin Nettles, Executive Assistant
Re: Temporary Land Dedication – Fayard Property
Section: Mayor – Consent
Meeting Date: May 17, 2022

I respectfully request authorization for the Temporary Dedication of Land for Public Use for the property on Front Beach known as the "Fayard Property" for the July 4, 2022, Fireworks show by The City of Ocean Springs.

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

EXHIBIT # 8-d

STATE OF MISSISSIPPI
COUNTY OF JACKSON

TEMPORARY DEDICATION OF LAND FOR PUBLIC USE

FOR AND IN CONSIDERATION of the price and sum of Ten Dollars (\$10.00), cash in hand paid, the receipt and sufficiency of all of which is hereby acknowledged, Earl H. Fayard, Jr., owner of the property known as the Fayard Property, the undersigned, does hereby give and grant unto the City of Ocean Springs, Mississippi a temporary dedication for the use and control of the property of the undersigned being more particularly described as follows, to-wit:


Parcel Nos. 61335034.000 and 61335031.00, commonly known as the Fayard Property, located at the south end of Jackson Avenue on Front Beach Drive, Ocean Springs, MS 39564

It is understood by the parties that the description above is without the benefit of a survey due to the urgency of the circumstances. The dedication shall be temporary in nature and solely used for the benefit of the City in staging a fireworks shown on July 4, 2022. The dedication will begin at 12:00am on July 4, 2022 and end at 11:59pm on July 4, 2022.

It is understood and agreed that the City shall remove debris, waste materials and rubbish ("Clean") from the property described above at the expiration of the temporary dedication. Said cleaning shall occur on or before July 5 at 5:00 p.m. It is also understood the City shall paint/cover the graffiti on the existing structure on the property before the fireworks show on July 4, 2022.

It is understood that in the event the fireworks show does not occur on July 4, 2022 this dedication shall renew at 12:00am on the day the show is re-scheduled and end at 11:59pm on the day the show occurs, unless so extended in writing with mutual consent of the parties.

WITNESS THE EXECUTION HEREOF, on this the 17th day of May, 2022.

BY: 
Earl H. Fayard, Jr.

City of Ocean Springs
BY: 
Kenny Holloway, Mayor

STATE OF MISSISSIPPI
COUNTY OF JACKSON

TEMPORARY DEDICATION OF LAND FOR PUBLIC USE

FOR AND IN CONSIDERATION of the price and sum of Ten Dollars (\$10.00), cash in hand paid, the receipt and sufficiency of all of which is hereby acknowledged, Earl H. Fayard, Jr., owner of the property known as the Fayard Property, the undersigned, does hereby give and grant unto the **City of Ocean Springs, Mississippi** a temporary dedication for the use and control of the property of the undersigned being more particularly described as follows, to-wit:

Parcel Nos. 61335034.000 and 61335031.00, commonly known as the Fayard Property, located at the south end of Jackson Avenue on Front Beach Drive, Ocean Springs, MS 39564

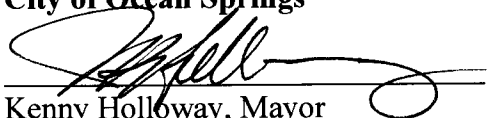
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It is understood and agreed that the City shall remove debris, waste materials and rubbish (“Clean”) from the property described above at the expiration of the temporary dedication. Said cleaning shall occur on or before July 5 at 5:00 p.m. It is also understood the City shall paint/cover the graffiti on the existing structure on the property before the fireworks show on July 4, 2022.

It is understood that in the event the fireworks show does not occur on July 4, 2022 this dedication shall renew at 12:00am on the day the show is re-scheduled and end at 11:59pm on the day the show occurs, unless so extended in writing with mutual consent of the parties.

WITNESS THE EXECUTION HEREOF, on this the _____ day of May, 2022.

BY: _____
Earl H. Fayard, Jr.

City of Ocean Springs
BY: 
Kenny Holloway, Mayor



P.O. Box 1800
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39566-1800

1018 Porter Avenue
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Bobby Cox
Alderman at Large

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Alderman Ward 1

Rickey Authement
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Kevin Wade
Alderman Ward 3

Ken Papania
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Robert Blackman
Alderman Ward 5

Michael (Mike) Impey, II
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City Hall
228.875.4236

Police Department
228.875.2211

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Building Department
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Human Resources
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228.872.3338

Parks and Recreation
228.875.8665



To: Honorable Mayor & Board of Aldermen
From: Sarah Qarqish, Arts & Culture Coordinator
Date: May 11, 2022
Re: Removal of Broken Picnic Tables

I respectfully request the removal of 8 broken picnic tables from the Mary C lawn, due to being rusted through and not functioning correctly.

Thanking you in advance for your favorable consideration.

EXHIBIT # 8-e

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TO: Honorable Mayor and Board of Aldermen
FROM: Mark Dunston, Chief of Police
DATE: May 11, 2022
RE: OSPD Monthly Report for April 2022

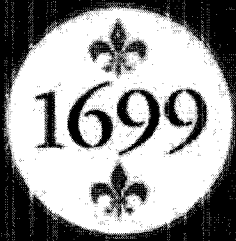
For the month of April 2022, Ocean Springs Police Department responded to 4,920 incidents from 9-1-1 calls, citizen-initiated calls, walk-in reports, and officer-initiated activities.

Type of Call/Activity	# of Calls/Activities/Incidents
Traffic Stops	475
Suspicious Persons/Vehicles	202
Community Contacts/Open Business	156
Alarms	137
Medical Calls	112
Traffic Accidents	76
Animal Control Calls	68
Welfare Concerns	60
Follow-Up Investigations	60
Parking Violations	46
Motorist Checks	42
Bank Checks	41
Trespassing Calls	40
Building Checks/Closed Business	34
Area Checks	31
Domestic Disturbance Calls	30
Warrant Service	29
Reckless Driver Calls	25
Theft Reports	22
Disturbing the Peace Calls	22
Traffic Problems	21
Hit & Run Calls	20
Juvenile Problems	18
Fraud Reports	12
Assault Reports	11
Harassment Reports	9
Malicious Mischief Calls	8
Burglary Reports	8
Fight Calls	7
Traffic Details	4
DUI Reports	4
Auto Theft Reports	4
Damage to Private Property	2
OD Calls	1
Indecent Exposure Reports	1
Other Calls/Activities	242
Monthly Total	2,080
Daily Average	69.33

ca

EXHIBIT # 8-h

www.OceanSprings-MS.gov



P.O. Box 1800
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Fire Department
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TO: Honorable Mayor and Board of Aldermen
FROM: Deputy Fire Chief Ray West
DATE: MAY 17, 2022
RE: MONTHLY DEPARTMENT REPORT FOR APRIL

Training: In-House – 397 Hours
Fire Academy – 120 Hours
Investigator Conference - 48

Fire Inspections: Inspections – 53
Plan Reviews – 4
Request for Information – 1
Hood Suppression Test – 0
Re-inspections - 18
Sprinkler Inspections - 2

Incident Response Summary:

Fire – 8
Overpressure Rupture, Explosion, Overheat – 0
Rescue & Emergency Medical Services – 65
Hazardous Condition – 3
Service Calls – 18
Good Intent Calls - 12
False Alarm & False Calls – 15

Total – 121

EXHIBIT # 8-1

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228.875.8665



City of Ocean Springs

To: Honorable Mayor & Board of Aldermen

From: Mindy McDowell, Director
Human Resources & Risk Management

Date: May 17, 2022

Re: Human Resources Action Items

Court Department:

- a) Accept resignation of Deputy Court Clerk II Brittany Shepherd, effective May 27, 2022; authorize to begin the process of filling the vacant position

Public Works:

- b) Authorize promotion of Water Laborer/Truck Driver II Michael Richards to Water Assistant Supervisor, Step 1, \$18.26 hourly rate, effective May 21, 2022, six-month probationary status; authorize to begin the process of filling the vacant position

Parks Department:

- c) Authorize employment of Michael Rodriguez, Parks Maintenance, Step 1, \$12.36 hourly rate; effective May 23, 2022; one-year probationary status, pending successful completion of all pre-employment requirements

Mary C. O'Keefe Cultural Center:

- d) Authorize removal of Art & Culture Assistant Alexis Montgomery from probationary status to full time status effective immediately

EXHIBIT # 8-j



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
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Robert Blackman
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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 4665

MEMORANDUM

To: Honorable Mayor and Board of Aldermen

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

Date: May 17, 2022

Re: PLANNING COMMISSION REPORT: 709 Bienville Boulevard, / PID
No. 60224010.000 – Request Approval of a Lot Split / Applicant –
William Troutman

The Planning Commission (PC) considered this request at its regular meeting on Tuesday, May 10, 2022. The application has been revised by the property owner to address comments from the Board of Aldermen during the February 15, 2022 agenda.

The specific request is to split a 40,000 sq. ft. (0.92 acre) parcel into two (2) parcels of 0.47 +/- acre (Parcel A) and 0.46 +/- acre (Parcel B). The boundary between the two (2) parcels will follow an existing drainage ditch for part of its length. The property is zoned C-H, Regional Commercial. The proposed parcels comply with the C-H district requirements for lot width and lot area. However, both parcels have limited buildable area after taking into consideration the drainage ditch layout and necessary access easement, a 20-foot buffer area on the north property line, and a 30-foot-wide water body buffer.

The PC considered the information provided by the applicant and the report from the staff. A motion to recommend approval of the lot split passed UNANIMOUSLY with one member absent.

Documentation related to the application is attached.

EXHIBIT # 8-k

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

PLANNING COMMISSION REPORT

PUBLIC MEETING DATE: May 10, 2022

APPLICANT: William Troutman

REQUESTED ACTION: Approval of a lot split.

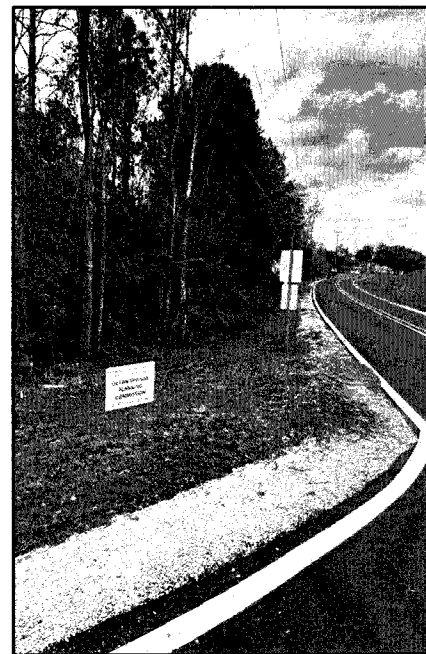
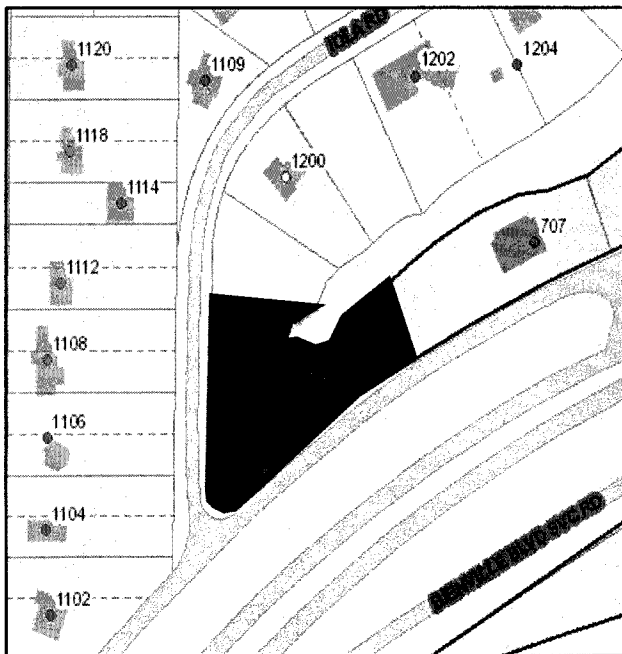
DATE OF APPLICATION: December 6, 2021

LOCATION: 709 Bienville Boulevard, PID# 60224010.000

ADJACENT ZONING/LAND USE:

Subject Property: C-H, Regional Commercial District; undeveloped;
North: R-1, Single-Family Residential District, undeveloped lot;
East: C-H district, residential building.
South: across Bienville Boulevard service road, Bienville Boulevard;
West: across Iola Road, single-family dwellings.

VICINITY:

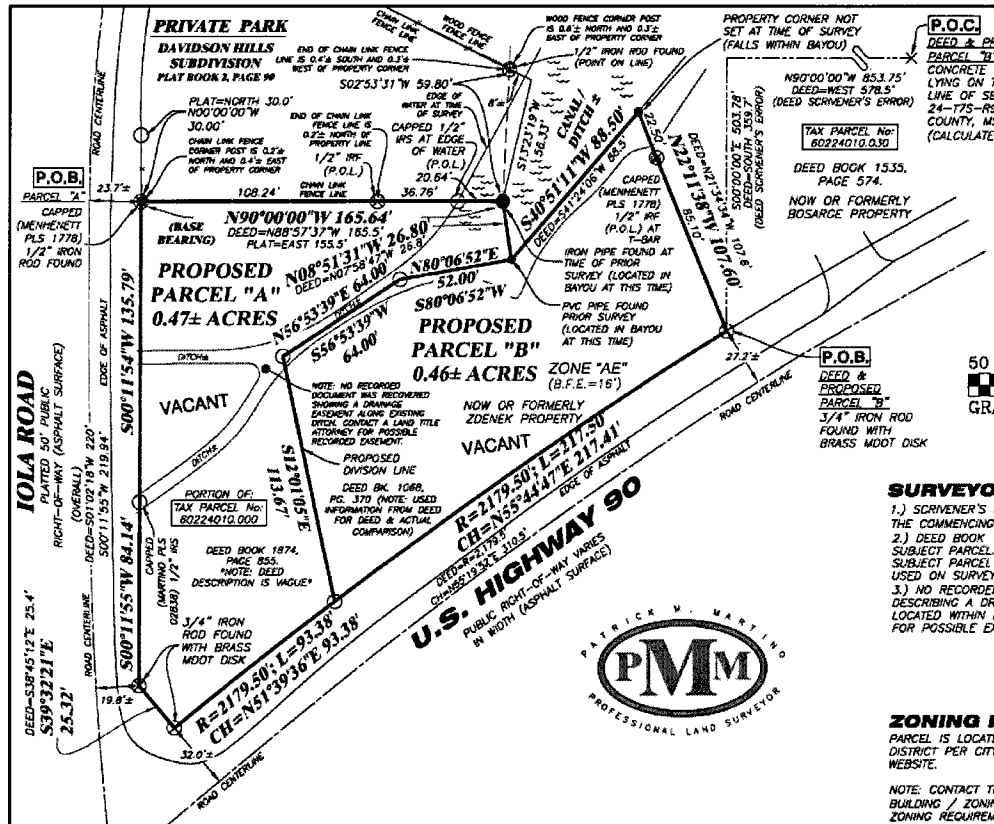


DESCRIPTION OF THE REQUEST:

- The applicant has revised the lot arrangement based on comments from the Board of Aldermen. The revised plan splits a 40,000 sq. ft. (0.92 acre) parcel into two (2) parcels of 0.47 acre (Parcel A) (previously 0.26 +/- acre) and 0.46 acre (Parcel B) (previously 0.66 +/- acre). The boundary between the tow (2) parcels will follow an existing drainage-way for part of its length.
- The applicant also submitted sketches of possible building and parking space locations on Parcel A.

FINDINGS:

- The property's C-H zoning district does not have a minimum lot size but has a minimum lot width of 25 feet.
- The buildable area of both lots is impacted by the following requirements of the Unified Development Code (UDC):
 - A 20-foot-wide buffer area on the north property line (section 4.10.7). This is required between commercial and residential property.
 - A 30-foot-wide buffer along the water body (section 4.10.9). Based on recent field inspections, the boundary of the water body extends along the drainage ditch up to Iola Road.
 - A sketch of the approximate location of the buffers is attached.
- Both parcels as designed will have water access.
- Provide a minimum 10-foot-wide drainage easement on one or both sides of the ditch for maintenance.



CITY DEPARTMENT COMMENTS:

PUBLIC WORKS –

- **WATER:**
 - There are no existing water taps for these properties.
 - Water is available. Water lines are located on the north side of the frontage road and the west side of lola.
 - A water tap must be requested at the Public Works office at 228-875-3955. All costs associated with the water tap are the responsibility of the homeowner/owner/developer.
- **SEWER:**
 - A sewer tap must be requested at the Public Works office at 228-875-3955. All costs associated with the sewer tap are the responsibility of the homeowner/owner/developer.
 - Parcel A - Sewer is accessible from lola. The existing sewer is elevated and at a shallow depth. No existing sewer taps. Owner is responsible for any future sewer tap fees.
 - Parcel B - Sewer is only accessible from lola. The existing sewer is elevated and at a shallow depth. No existing sewer taps. The existing sewer service for the adjacent properties to the East runs along U.S. Highway 90 to the sewer manhole at lola and Highway 90 intersection.
 - The property may need a homeowner's pump station.
- **DRAINAGE:**
 - Storm drainage is only the existing ditches which run through the original parcel. Would recommend a 10-foot-wide drainage easement to maintain existing ditch.
- **Public Works Engineer:**
 - Parcel "A" –
 - Water and sewer available on lola Rd.
 - Lot meets the dimensions for C-H zoning. Not sure this is a buildable lot with the setback requirements, drainage ditch layout and any parking requirements.
 - It would be nice to have the drainage easement issue resolved on both lots. Since the drainage channels appears to be "natural" and in use for an extended period of time, the city should have prescriptive, "top of bank to top of bank" easement. It would be better if we had a maintenance easement (minimum of 10 feet) on one or both sides of the channels.
 - Parcel "B" -
 - Water available on Bienville Boulevard and lola Road.
 - Sewer available on lola Road.
 - Lot meets dimension requirements for C-H zoning.
 - Same drainage comments as Parcel "A".
- **CITY ENGINEER** – No comments.

STAFF RECOMMENDATION: Approval.

PROPOSED MOTION: Recommend approval of the proposed lot split at 709 Bienville Boulevard as described in the application and lot layout submitted with the application, with the following condition:

1. Provide a 10-foot-wide public drainage easement along one or both sides of the drainage channel for access and maintenance.

LEGAL DESCRIPTION: PROPOSED PARCEL 'A' AS PER SURVEY DIMENSION

A PARCEL OF LAND SITUATED IN THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 7 SOUTH, RANGE 9 WEST, JACKSON COUNTY, MISSISSIPPI AS SHOWN ON THE PLAN OF SURVEY PREPARED BY PATRICK M. MARTINO, P.L.S., INC., DATED DECEMBER 2, 2021 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND 1/2" IRON ROD WITH CAP STAMPED MENHENETT PLS 1778 LYING AT THE SOUTHWEST CORNER OF THE PRIVATE PARK, DAVIDSON HILLS SUBDIVISION, BEING RECORDED IN PLAT BOOK 12 AT PAGE 99 AS PER THE OFFICIAL MAP OR PLAT ON THE AND OF RECORD OF THE OFFICE OF THE CHANCERY CLERK OF JACKSON COUNTY, MISSISSIPPI, SAID POINT LYING ON THE EAST MARGIN OF IOLA ROAD; THENCE ALONG THE EAST MARGIN OF IOLA ROAD, S00°11'54"W 135.79 FEET TO A SET 1/2" IRON ROD WITH CAP STAMPED MARTINO PLS 02838 LYING ON THE CENTERLINE OF AN EXISTING DITCH; THENCE CONTINUE ALONG SAID EAST MARGIN, S00°11'55"W 84.14 FEET TO A 3/4" IRON ROD FOUND WITH BRASS DISC SET BY MISSISSIPPI DEPARTMENT OF TRANSPORTATION; THENCE CONTINUE ALONG SAID EAST MARGIN OF IOLA ROAD, S09°32'21"E 25.32 FEET TO A 3/4" IRON ROD FOUND WITH BRASS DISC SET BY MISSISSIPPI DEPARTMENT OF TRANSPORTATION; SAID POINT LYING ON THE NORTHWEST MARGIN OF U.S. HIGHWAY 90; THENCE ALONG SAID NORTHWEST MARGIN OF U.S. HIGHWAY 90 AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 279.50 FEET, AN ARC LENGTH OF 93.38 FEET, AND A CHORD BEARING AND DISTANCE OF N51°39'36"E 93.38 FEET TO A SET 1/2" IRON ROD WITH CAP STAMPED MARTINO PLS 02838; THENCE N12°01'05"W 113.67 FEET TO A SET 1/2" IRON ROD WITH CAP STAMPED MARTINO PLS 02838; SAID ROD LYING IN THE CENTERLINE OF AN EXISTING DITCH; THENCE ALONG THE CENTERLINE OF SAID EXISTING DITCH, N08°06'52"E 52.00 FEET TO A POINT LYING WITHIN AN EXISTING BAYOU; THENCE N08°51'31"W 26.80 FEET TO AN IRON PIPE FOUND, SAID POINT BEING THE SOUTHEAST CORNER OF THE PRIVATE PARK OF SAID DAVIDSON HILLS SUBDIVISION; THENCE ALONG THE SOUTH LINE OF THE LOT OF SAID PRIVATE PARK, N90°00'00"W 165.64 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 0.47 ACRES, MORE OR LESS.

LEGAL DESCRIPTION: PROPOSED PARCEL 'B' AS PER SURVEY DIMENSION

A PARCEL OF LAND SITUATED IN THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 7 SOUTH, RANGE 9 WEST, JACKSON COUNTY, MISSISSIPPI, AS SHOWN ON THE PLAN OF SURVEY PREPARED BY PATRICK M. MARTINO, P.L.S., INC., DATED DECEMBER 2, 2021 AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A CONCRETE MONUMENT FOUND LYING ON THE EAST LINE OF SECTION 24; THENCE N90°00'00"W 853.75 FEET; THENCE S00°00'00"E 503.78 FEET TO A FOUND 3/4" IRON ROD WITH BRASS MDOT DISK LYING ON THE NORTHWEST MARGIN OF U.S. HIGHWAY 90 (AKA BIENVILLE BOULEVARD). SAID POINT BEING THE SOUTHWEST CORNER OF THE PROPERTY NOW OR FORMERLY OF BOSARGE, PER DEED BOOK 1535 AT PAGE 574 SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE ALONG THE WEST LINE OF SAID BOSARGE PROPERTY, N22°11'38"W 85.10 FEET TO A CAPPED 1/2" IRON ROD FOUND WITH CAP STAMPED MENHENETT PLS 1778; THENCE CONTINUE N22°11'38"W 22.50 FEET TO A POINT THAT FALLS WITHIN AN EXISTING BAYOU; THENCE S40°51'11"W 88.50 FEET TO A POINT THAT FALLS WITHIN SAID EXISTING BAYOU; THENCE S80°08'52"W 52.00 FEET TO A SET 1/2" IRON ROD WITH CAP STAMPED MARTINO PLS 02838; SAID ROD LYING IN THE CENTERLINE OF AN EXISTING DITCH; THENCE ALONG THE CENTERLINE OF SAID DITCH, S56°53'39"W 64.00 FEET TO A SET 1/2" IRON ROD WITH CAP STAMPED MARTINO PLS 02838; THENCE S12°01'05"E 113.67 FEET TO A SET 1/2" IRON ROD WITH CAP STAMPED MARTINO PLS 02838; SAID ROD LYING ON THE NORTHWEST MARGIN OF U.S. HIGHWAY 90; THENCE ALONG THE NORTHWEST MARGIN OF U.S. HIGHWAY 90 AND ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 2,179.50 FEET, AN ARC LENGTH OF 217.50 FEET, AND A CHORD BEARING AND DISTANCE OF N55°44'47"E 217.41 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 0.46 ACRES, MORE OR LESS.

DEED DESCRIPTION: (OVERALL) AS PER DEED BK. 1066 AT PG. 370

THAT CERTAIN TRACT OF LAND SITUATED IN THE SE 1/4 OF THE SE 1/4 OF SECTION 24, TOWNSHIP 7 SOUTH, RANGE 9 WEST, JACKSON COUNTY, MISSISSIPPI, COMMENCING AT AN IRON PIPE ON THE NORTH MARGIN OF U.S. HIGHWAY 90, WHICH POINT IS 278.5 FEET WEST AND 350.7 FEET NORTH OF A CHAIN MONUMENT ON SAID EAST SECTION LINE IS 218 FEET, MORE OR LESS, NORTH OF THE NORTH MARGIN OF HIGHWAY 90, AND WHICH PIPE ON THE NORTH LINE OF SAID HIGHWAY 90 MARKS THE SECURITY FINANCIAL SERVICE, INC. FROM SAID POINT OF BEGINNING RUN THENCE NORTH 21° 34' 38" WEST A DISTANCE OF 107.6 FEET TO A POINT "M", A BAYOU, THENCE RUN SOUTH 41° 24' 08" WEST A DISTANCE OF 107.6 FEET TO A POINT "N", A BAYOU, THENCE RUN SOUTH 07° 54' 47" WEST A DISTANCE OF 26.8 FEET TO THE SOUTHWEST CORNER OF A "PRIVATE PARK" LOT SHOWN ON THE PLAT OF DAVIDSON HILLS SUBDIVISION AS RECORDED IN BOOK 2 PAGE 99 OF THE OFFICIAL RECORDS OF THE OFFICE OF THE CHANCERY CLERK OF JACKSON COUNTY, MISSISSIPPI, SAID POINT LYING ON THE EAST MARGIN OF IOLA STREET, THENCE RUN SOUTH 01° 02' 18" WEST ALONG THE EAST MARGIN OF SAID IOLA STREET A DISTANCE OF 200 FEET TO A SET 1/2" IRON ROD WITH CAP STAMPED MARTINO PLS 02838; THENCE ALONG THE CENTERLINE OF SAID EXISTING DITCH, N08°06'52"E 52.00 FEET TO A POINT LYING WITHIN AN EXISTING BAYOU; THENCE N08°51'31"W 26.80 FEET TO AN IRON PIPE FOUND, SAID POINT BEING THE SOUTHEAST CORNER OF THE PRIVATE PARK OF SAID DAVIDSON HILLS SUBDIVISION; THENCE ALONG THE SOUTH LINE OF THE LOT OF SAID PRIVATE PARK, N90°00'00"W 165.64 FEET TO THE POINT OF BEGINNING.

THIS IS TO CERTIFY THAT I HAVE MADE A SURVEY OF THE PROPERTY HEREIN AND THAT THE DIMENSIONS AND OTHER DATA SHOWN ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

BOUNDARY NOTE:

BOUNDARY SURVEYS ARE BASED UPON THE RECORDED SUBDIVISION PLAT IN CASES OF REGULAR SUBDIVISIONS LOTS. BOUNDARY SURVEYS OF PROPERTIES NOT A PART OF A REGULAR SUBDIVISION ARE BASED UPON TITLE INFORMATION PROVIDED BY THE PARTY REQUESTING THE SURVEY. THE SURVEYOR IN THE NORMAL COURSE OF WORK AND DOES NOT NECESSARILY SHOW EVERY POSSIBLE CONDITION AFFECTING THE PROPERTY. EASEMENTS, SERVITUDES, BUILDING ORDINANCES, TOWN AND COUNTY ORDINANCES, RESTRICTIONS, ETC., ARE NOT ATTACHED IF YOU WISH TO DISCOVER ALL THE LEGAL ENCUMBRANCES ATTACHED TO ANY PROPERTY.

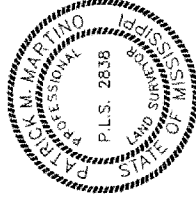
THIS IS TO CERTIFY THAT I HAVE MADE A SURVEY OF THE PROPERTY HEREIN AND THAT THE DIMENSIONS AND OTHER DATA SHOWN ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Patrick M. Martino
PATRICK M. MARTINO, P.L.S.
DATE OF FIELD SURVEY: 3/30/2022



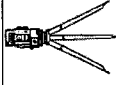
NOTES:

- THIS SURVEY AND PLAT WERE PREPARED BY PATRICK M. MARTINO, P.L.S., INC. AND NO THIRD PARTY CONTRIBUTION IS EXPRESSED OR IMPLIED.
- A COPY OF THIS PLAT IS HELD ONLY IF ORIGINAL SURVEYABLE AND DATE, AND HAS THE ORIGINAL SURVEYABLE OR COLORED (NOT BLACK) STAMPED SURVEYOR'S SEAL.
- APPLICABLE GOVERNMENTAL REGULATIONS, BUILDING OR OTHER RESTRICTIONS, LEGAL EASEMENTS, SERVITUDES, RESTRICTIONS, RESTRICTIVE COVENANTS, AND ZONING REGULATIONS MAY BE SET FORTH FROM THE APPROPRIATE GOVERNING BODIES.



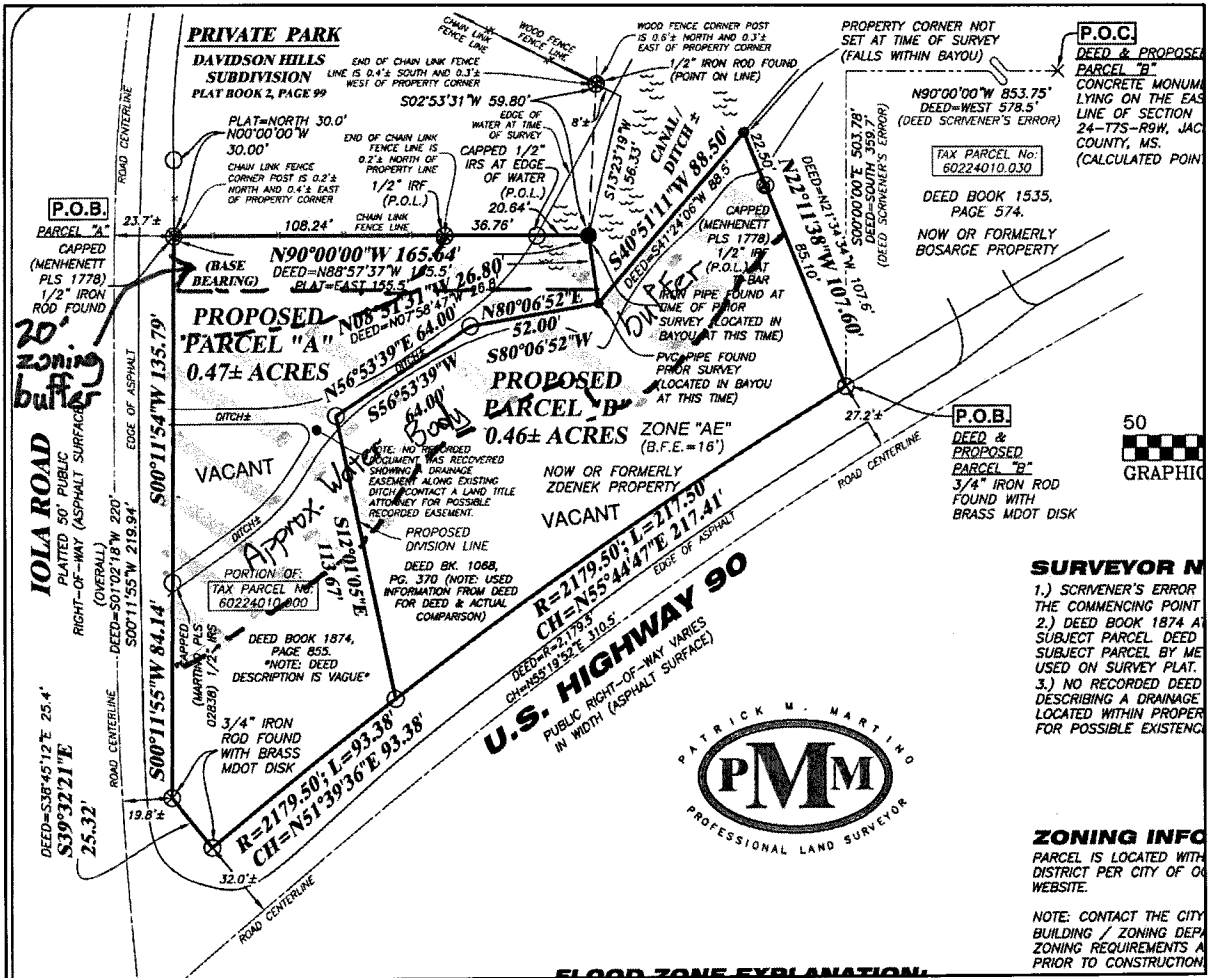
(SHEET 2 OF 2)

THIS SURVEY WAS PREPARED FROM INFORMATION PROVIDED BY CLIENT, WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT OR AN ENVIRONMENTAL STUDY.	
CLIENT:	THE PROPERTY IS LOCATED IN ZONE 7E (BELE=1E) ACCORDING TO FEMA MAP NUMBER 20060202E.
CAMERON TROUTMAN	BEARINGS SHOWN HEREIN ARE DERIVED BY RECORDED DAVIDSON HILLS SUBDIVISION PLAT
SCALE: 1"=80'	
PARCEL: 709 BEAUVILLE RD	
ADDRESS: OCEAN SPRINGS, MS 39564	
SECTION 24 - TOWNSHIP 7 SOUTH - RANGE 9 WEST	
RAW PARCEL NUMBER: 6227470.000	
CREW CHIEF: P.M.	DRAWN BY: P.T.H.
DATE: 1/1/2020	JOB#: P22119.DWG
REVISED: 3/30/2022	DD: J28PFP2016

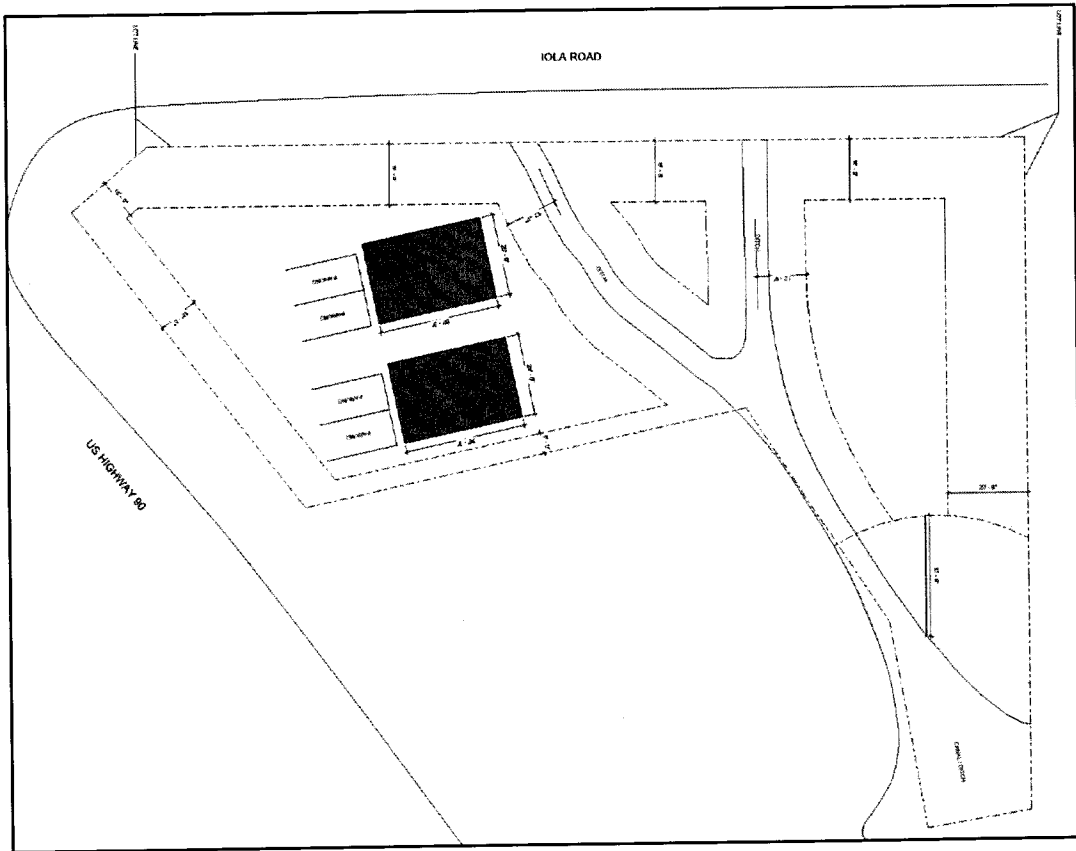
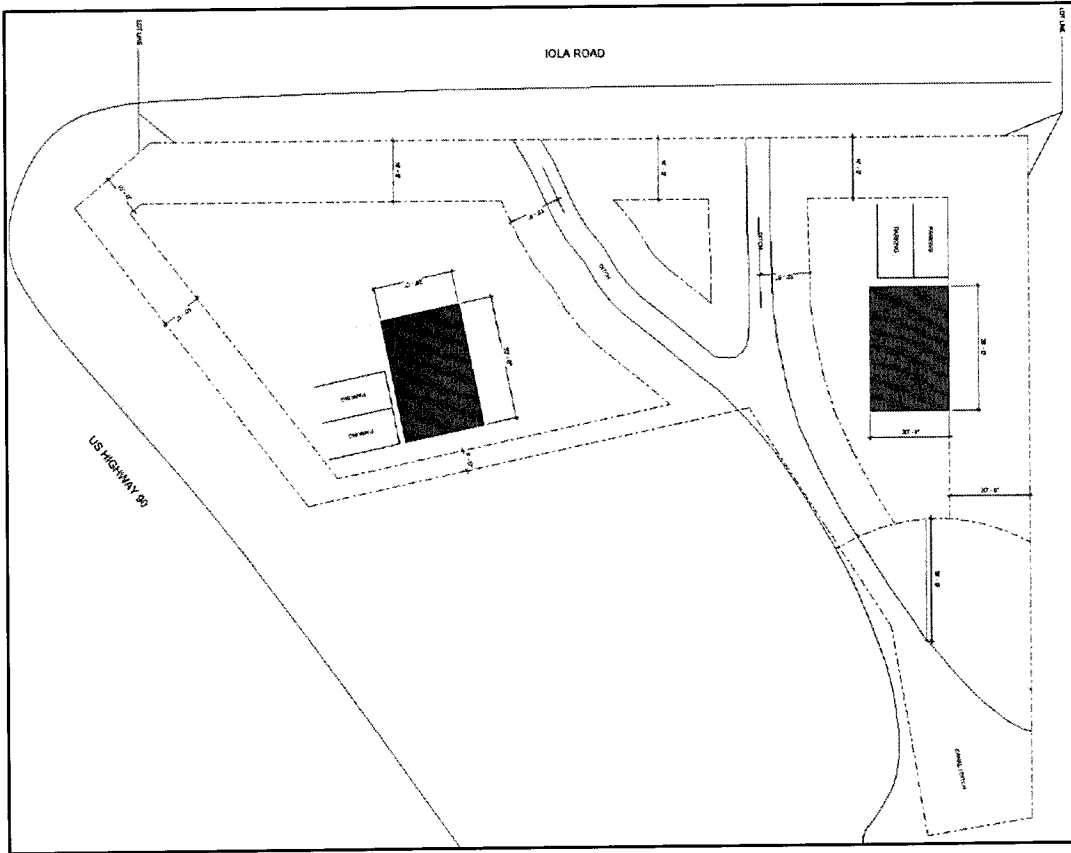


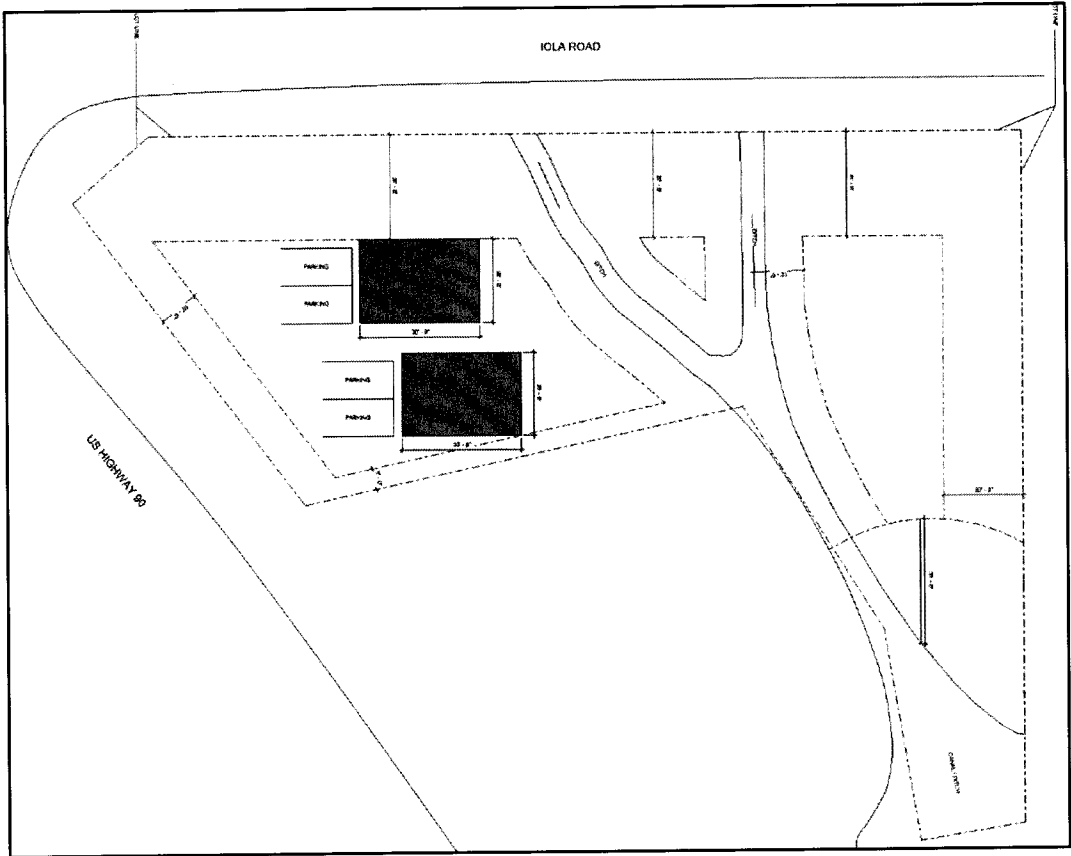
PATRICK M. MARTINO, PLS
13910 MAYLEIGH COYNE
BELZEL, MISSISSIPPI 38532
PHONE 228-996-2833
EMAIL: PATRICK@MARTINOSURVEYING.COM
PROFESSIONAL LAND SURVEYOR

SURVEY WITH BUFFERS:

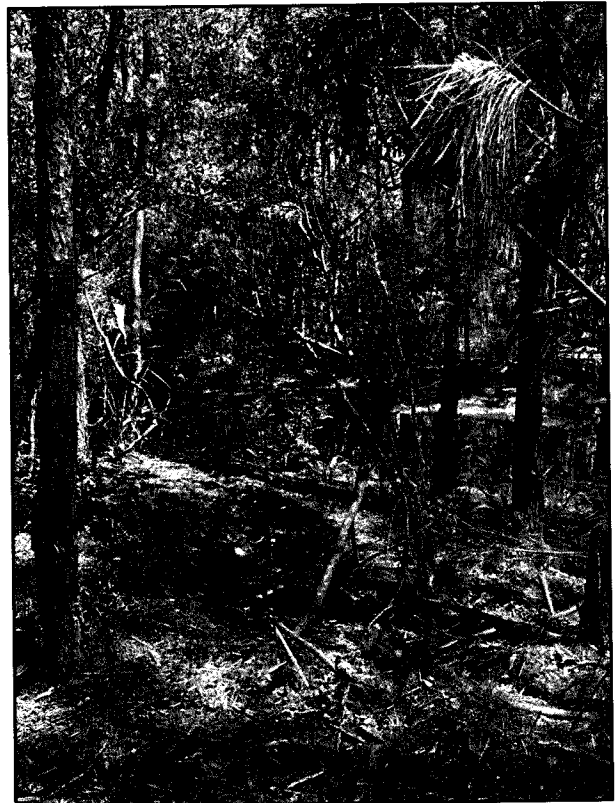
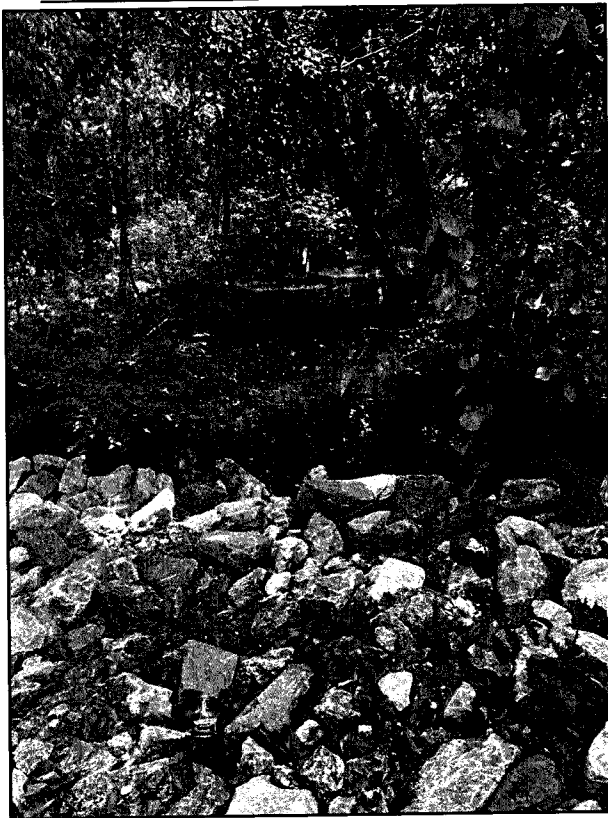


POTENTIAL SITE SKETCHES:





DITCH AT IOLA RD.





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

MEMORANDUM

To: Honorable Mayor and Board of Aldermen

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

Date: May 17, 2022

Re: PLANNING COMMISSION REPORT: Vacation of a portion of the Right-of-Way (ROW) of the platted Beach Drive at the southern end of the Watersedge Subdivision / Applicant – Marcella D. Strong (trustee) / Donovan Scruggs (representative)

The Planning Commission (PC) considered this request at its regular meeting on Tuesday, May 10, 2022. The applicant notes that the ROW requested to be vacated is associated with the construction and placement of East Beach Drive south of the ROW as platted by the Watersedge Subdivision and has been maintained by the owners of 102 Watersedge Drive (Lot 37) for years. Similar excess ROW adjacent to Lot 1 of the Watersedge Subdivision was vacated in 1997.

The PC considered the information provided by the applicant and the report from the staff. A motion to recommend that no individuals will be adversely affected or directly interested in the vacating of a part of the ROW of Beach Drive abutting Lot 57 of the Watersedge Subdivision and the inclusion of that ROW into Lot 37 passed UNANIMOUSLY with all members present. A second motion to recommend approval of vacating of a part of the ROW of Beach Drive abutting Lot 37 of the Watersedge Subdivision and the inclusion of that ROW into Lot 37 also passed UNANIMOUSLY with one member absent.

Documentation related to the application is attached.

EXHIBIT # 8-1 *edited*

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

PLANNING COMMISSION REPORT

PUBLIC MEETING DATE: Tuesday / May 10, 2022 / 6 p.m.

APPLICANT: Marcella D. Strong (trustee), Donovan Scruggs (representative)

REQUESTED ACTIONS: Vacation of a portion of the Right-of-Way (ROW) of the platted Beach Drive at the southern end of the Watersedge Subdivision.

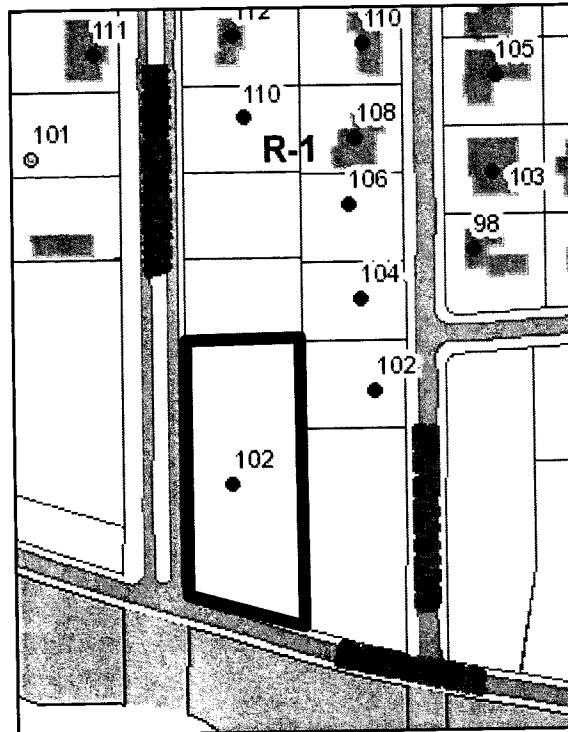
DATE OF APPLICATION: March 30, 2022

LOCATION: Northeast corner of East Beach Drive and Watersedge Drive

ADJACENT ZONING / LAND USE:

Subject Property:	R-1, Single-Family Residential District;
North, West and East	R-1, Single-Family Residential District;
South:	East Beach Drive, and public beach/shoreline in the PUB, Public District

VICINITY:



DESCRIPTION OF REQUEST: The applicant notes that the right-of-way (ROW) requested to be vacated is associated with the construction and placement of East Beach Drive south of the ROW as platted by the Watersedge Subdivision and has been maintained by the owners of 102 Watersedge Drive (Lot 37) for years.

FINDINGS:

- The Watersedge Subdivision plat locates Beach Drive along the southern lot lines of the subdivision. However, recent surveys of those southern-most lots indicate a gap of between 43 - 49 feet between the subdivision's southern boundary and the actual ROW of East Beach Drive.
- The applicant notes that the similar excess ROW adjacent to Lot 1 was vacated in 1997.
- This excess ROW is more suitable as part of the lots within the Watersedge Subdivision.
- Mississippi State law requires that the PC and Board of Aldermen determine the properties and individuals that will be adversely affected or directly interested in the vacation of the ROW. Those individuals must agree to the revision. A motion to recommend that there are no individuals who are adversely affected or directly interested in the proposed ROW vacation is provided below.

PROPOSED MOTIONS:

- 1) To recommend that there are no individuals that will be adversely affected or directly interested in the vacating of a part of the right-of-way of Beach Drive abutting Lot 37 of the Watersedge Subdivision and the inclusion of that Right-of-way into Lot 37.
- 2) To recommend approval of the attached Resolution, vacating of a part of the right-of-way of Beach Drive abutting Lot 37 of the Watersedge Subdivision and the inclusion of that right-of-way into Lot 37.

April 5, 2022

Wade Morgan, AICP
City Planner
City of Ocean Springs
1018 Porter Ave
Ocean Springs, MS 39564



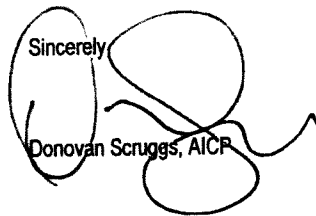
Dear Mr. Morgan:

Attached for your review are documents related to a request to vacate a portion of city right of way located in the northeast corner of the intersection of East Beach Drive and Watersedge Lane. The property has been maintained by the owners for years and is excess right of way associated with the construction and placement of East Beach Drive south of the platted right of way that is the subject of this request.

I have attached an older survey identifying the subject parcel, a survey describing this parcel and the parcel or area to be vacated, and a portion of the original 1975 plat of the Watersedge Subdivision. According to land records, the adjacent rights of way south of Lot 1 was conveyed to Luckey (April 1997) and Lot 77 was vacated to Higginbotham (April 2017). Similar vacations occurred more recently with the Drake properties to the east earlier this year. It appears that this and a small area in Lot 2 of LeMoyné Beach Subdivision are the only remaining unvacated portions of the right of way within the immediate area.

The only adjacent property that could be impacted by this vacation is the Higginbothams to the east, and the impact would likely be beneficial to them. The Higginbothams are in support of the requested (letter attached).

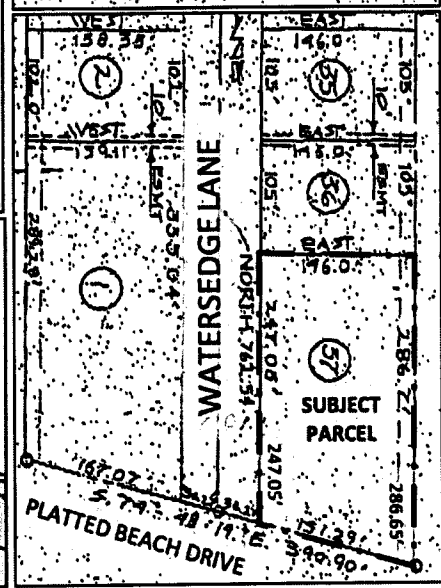
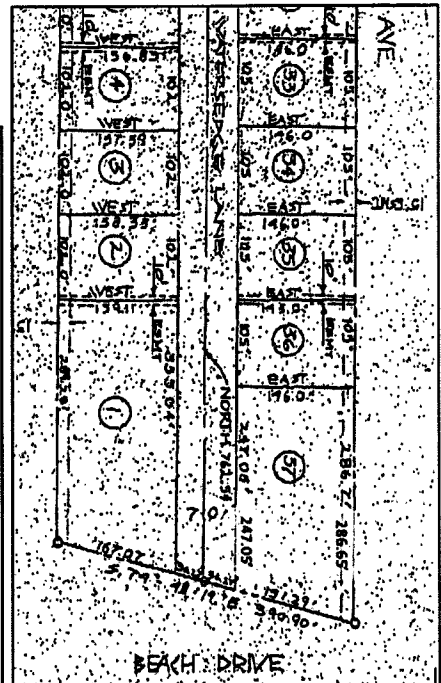
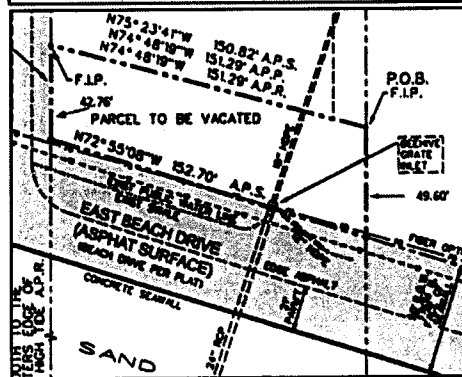
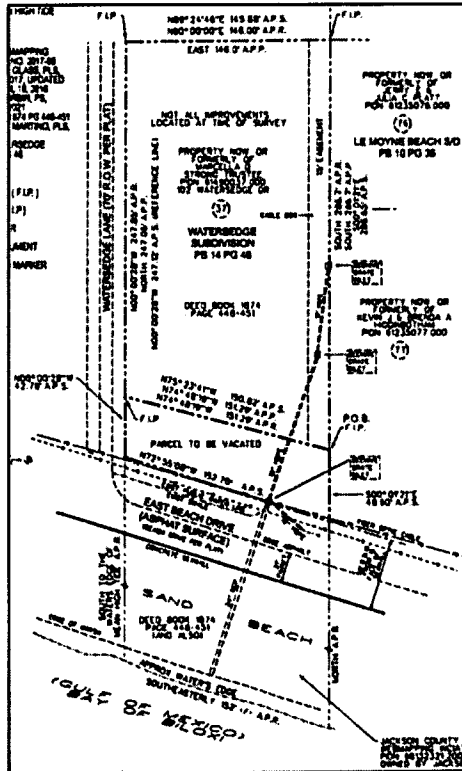
Please review and let me know if additional information is needed to move this request forward. Thank you for your assistance in this matter.

Sincerely,

Donovan Scruggs, AICP

Donovan Scruggs Town Planning and Consulting, LLC
317 Pine Drive, Ocean Springs
Mississippi 39564
Ph: 228.348.1315
EM: donovan@scruggsplanning.com

Request to Vacate Right of Way along North Side of East Beach Drive and East of Watersedge Lane

The owners of Lot 37 of Watersedge Subdivision (102 Watersedge Lane – PIDN 61490037.000) are requesting the abandonment and conveyance of excess right of way that is adjacent to the southern portion of their property along East Beach Drive. The southern corners of the property and the southern property line average approximately 47 feet from the standard (50 feet) right of way of East Beach Drive. From review of plats and filings, it appears that Watersedge Subdivision (platted in 1975) and the adjacent LeMoyné Beach Subdivision (platted in 1968) included a 50 right of way that is located immediately north and parallel to the existing East Beach Drive. This established a right of way of approximately 100 feet along the southern boundary of these subdivisions. This is an area that has been maintained by the owners of the properties but have been designated as "Beach Drive".



The owners are requesting for the City of Ocean Springs to vacate and convey a strip of land that is approximately 43 feet wide on the western proposed line and 50 feet on the eastern proposed line with a length of approximately 152 feet (identified in survey). The requested vacate will allow the City of Ocean Springs to retain a right of way of 50 feet measured from the north face or plane of the seawall. This will allow approximately 29 feet of right of way north of the northern edge of pavement of East Beach Drive.

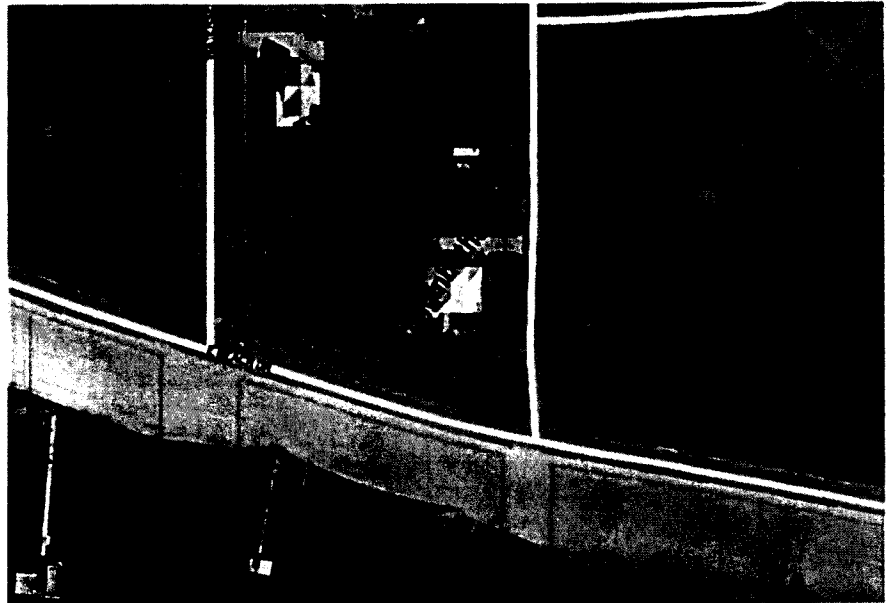
A review of land records demonstrates similar actions have occurred on various properties within the area. In 2017, the City vacated right of way for the Higginbotham property located at the corner of East Beach Drive and San Souci Avenue (Lot 77 LeMoyné Beach Subdivision). This property is adjacent and the east of the subject lot. In 2022, a portion of the right of way south of Lot 2 of LeMoyné Beach Subdivision was vacated for the Drake lot reconfiguration.



In 1997, Luckey apparently filed for a conveyance through a Land Patent from the Secretary of State's office for the area south of Lot 1 of Watersedge Subdivision. In 2014, Drake petitioned the Watersedge Homeowners Association for the conveyance of the platted right of way. While there were different methods used to acquire the excess right of way, these conveyances have been filed in the land records of Jackson County. It appears the only remaining areas of the right of way that have not been vacated are the subject property and the eastern portion located south of Lot 2 of LeMoynes Beach Subdivision.

As a result of the previous abandonments or conveyances, it is clear that the request is consistent with other requests by property owners and previous actions by the City. The request will not cause a disruption or lack of connectivity in the right of way because the adjacent right of way to the east and west have previously been abandoned. The only potential impacted persons in the conveyance would be the Higginbothams, and a letter indicating support of the vacation is attached to this request. A review of the subdivision plats for Seaside (located to the west) and Ashley Place (to the east) indicates no additional right of way was platted along the north side of East Beach Drive. As a result, the existing right of way subject to this request is disconnected with no real purpose.

The owners of Lot 37 are requesting the conveyance of right of way situated between their southern property line and the area north of the proposed 50' right of way of East Beach Drive. This will leave approximately 29 feet along the north edge of the pavement of East Beach Drive. The requested vacate will ultimately convey an area of approximately 7,000 square feet that is currently maintained by the property owners.



SURVEY OF PROPERTY - RIGHT-OF-WAY PROPOSED TO BE VACATED IS HIGHLIGHTED:

A.P.R. = AS PER RECORD
 A.P.S. = AS PER SURVEY
 A.P.C. = AS PER CALCULATION
 A.P.T. = AS PER TAX MAP
 A.P.P. = AS PER PLAT

NOTES:

THIS SURVEY WAS PERFORMED FROM INFORMATION PROVIDED BY CLIENT AND LIMITED RESEARCH ONLINE WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT. THIS SURVEY MAY NOT SHOW ALL EASEMENTS AND OTHER RESTRICTIONS OF RECORD.

ONLY VISIBLE ABOVE GROUND IMPROVEMENTS PERTINENT TO THE PARCEL TO BE VACATED WERE LOCATED AS A PART OF THIS SURVEY

SUCH LAND WHICH COMPRISES THE SHORES OR BANKS OF NAVIGABLE RIVERS, STREAMS, LAKES, BAYS, ESTUARIES, GULFS OR OCEANS, OR LAND WHICH IS BELOW MEAN HIGH TIDE, MAY BE CONSIDERED AS PUBLIC TRUST LANDS AS DETERMINED BY THE PUBLIC TRUST TIDELANDS ACT ADOPTED IN 1989 BY THE STATE OF MISSISSIPPI.

THIS SURVEY DOES NOT REFLECT THE LOCATION OF THE MEAN HIGH TIDE WATER LINE.

REFERENCE MATERIAL:

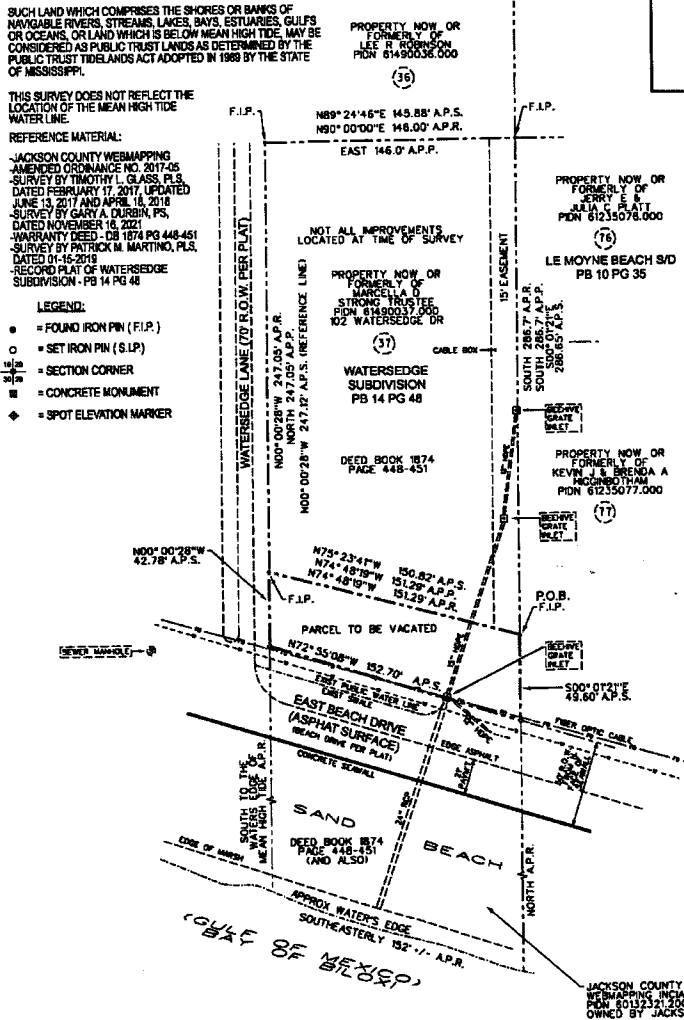
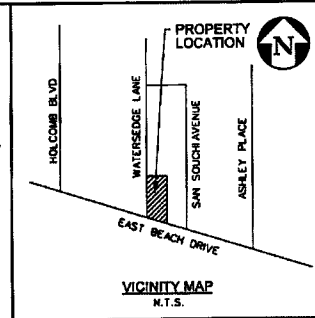
JACKSON COUNTY WEBSMAPPING AMENDED ORDINANCE NO. 2017-05 SURVEY BY TIMOTHY L. GLASS, P.L.S. DATED FEBRUARY 17, 2017, UPDATED JUNE 13, 2017 AND APRIL 18, 2018
 SURVEY BY GARY A. DURBIN, P.S. DATED NOVEMBER 16, 2021
 WARRANTY DEED - DB 1874 PG 448-451 SURVEY BY PATRICK M. MARTINO, P.L.S. DATED 01-15-2019
 RECORD PLAT OF WATERSEDGE SUBDIVISION - PB 14 PG 48

LEGEND:

- = FOUND IRON PIN (F.I.P.)
- = SET IRON PIN (S.I.P.)
- = SECTION CORNER
- = CONCRETE MONUMENT
- ◆ = SPOT ELEVATION MARKER



SCALE: 1" = 60'
 CLASS "B" SURVEY



Legal Description:
 (Warranty Deed Bk 1874 Pg 448-451)

Lot 37, Watersedge Subdivision, being a subdivision located in Jackson County, Mississippi, as per map or plat thereof on file and of record in the office of the Chancery Clerk of Jackson County, Mississippi.

And Also

Commencing at the corner common to Sections 28, 29, 32 and 33, Township 7 South, Range 8 West, Jackson County, Mississippi, and run west along the north line of Section 32 and the South line of Brumbaugh Road a distance of 1835 feet; thence run South along the East margin of Watersedge Subdivision, according to the map or plat thereof on file and of record in the office of the Chancery Clerk of Jackson County, Mississippi, in Plat Book 14, at Page 48, being also the West line of Lemoyne Beach Subdivision a distance of 2,154.74 feet to the Southeast corner of Lot 37, Watersedge Subdivision, to the Point of Beginning. Thence run North 74 degrees 48 minutes 18 seconds West along the South margin of said Lot 37 a distance of 151.29 feet to the Southwest corner of Lot 37, thence run due South to the waters edge of the Gulf of Mexico; thence run in a Southeasterly direction along the mean high tide line of the Gulf of Mexico a distance of 152 feet, more or less to a point which lies due South of the Southeast corner of said Lot 37, Watersedge Subdivision; thence run due North to the Southeast corner of said Lot 37 and the Point of Beginning. LESS AND EXCEPT that northern part of the above described property lying within the road right of way of the existing East Beach Drive. Being that parcel of land lying due South of said Lot 37, Watersedge Subdivision, to the Gulf of Mexico, less that part lying within the existing road right of way of East Beach Drive. Together with all littoral and riparian rights appurtenant thereto.

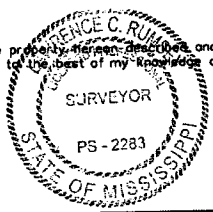
Legal Description: (Parcel to be vacated)

Beginning (P.O.B.) at the Southeast corner of Lot 37, Watersedge Subdivision as recorded in the Office of the Chancery Clerk, Jackson County, Mississippi in Plat Book 14, Page 48; from said P.O.B. run thence South 00° 01' 21" East for a distance of 49.50 feet to the opposite North margin of East Beach Drive; thence run North 72° 55' 08" West and along said opposite North margin of East Beach Drive for a distance of 152.70 feet to the East margin of Watersedge Drive, if extended, thence run North 00° 00' 28" West and along the East margin of Watersedge Drive, if extended, for a distance of 42.78 feet; thence run South 75° 23' 41" East and along the South line of said Lot 37, as platted, for a distance of 150.82 feet to a point and the P.O.B., containing 6,742 square feet, or approximately 0.155 acres.

CERTIFICATION:

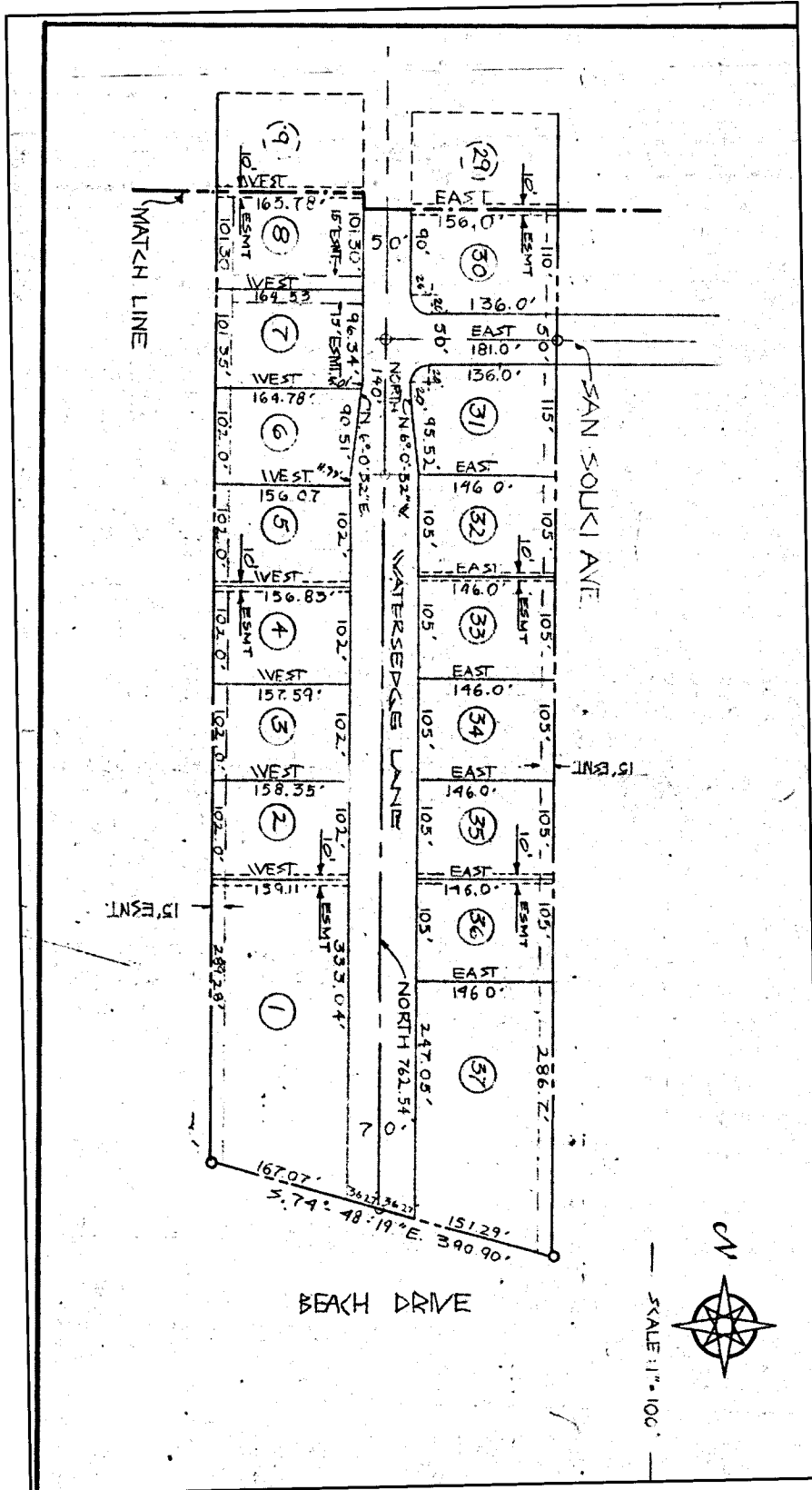
This is to certify that I have surveyed the property herein described and delineated and that the measurements and other data indicated are true and correct to the best of my knowledge and belief.

Lawrence C. Rumsey, P.E.S.
 Lawrence C. Rumsey, P.E.S.
 MS Reg. No. 2283
 March 18, 2022



05-10-22 LCE
Rumsey Consulting Engineering, Inc.
 Planning, Surveying, Design
 910 Howard Avenue
 Biloxi, Mississippi 39530
 (228) 432-8344

PORTION OF SUBDIVISION PLAT:



March 30, 2022

Mr. Wade Morgan, AICP
City Planner
City of Ocean Springs
1018 Porter Avenue
Ocean Springs, MS 39564

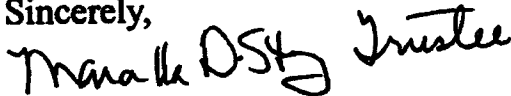
RE: Authorization to Represent for
Vacating Right of Way for Lot 37 of
Watersedge Subdivision

Dear Mr. Morgan:

Please accept this letter as authorization for Donovan Scruggs Town Planning and Consulting to represent my interests in property referenced above and located in the vicinity of East Beach Drive and Watersedge. This is for property identified as Lot 37 of Watersedge Subdivision or 102 Watersedge Lane.

Please accept applications, documents and other representations by Donovan Scruggs, submitted and provided on my behalf, that relate to this property.

Sincerely,

Handwritten signature of Marcella D. Strong in cursive script.

Marcella D. Strong, Trustee
Marcella D. Strong Revocable Trust

COMMENTS RECEIVED:

April 1, 2022

Wade Morgan, AICP
City Planner
City of Ocean Springs
1018 Porter Ave
Ocean Springs, MS 39564

RE: Request to Vacate Right of Way adjacent to Lot 37 of Watersedge Subdivision

Dear Mr. Morgan:

As the adjacent property owner to the above identified right of way and Lot 37, I support the requested vacation of right of way. A similar request was approved for the right of way south of and adjacent to Lot 77 of the LeMoyné Beach Subdivision (535 East Beach Drive) for our residence. The abandonment will likely enhance our property, and we will not be negatively impacted by the proposed action.

If you have any questions, please call me at 228.365.6161.

Sincerely,



Brenda Higginbotham
535 East Beach Drive



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Ocean Springs, MS 39564
39566-1800

1018 Porter Avenue
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FX 228.875.7249

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MEMORANDUM

To: Honorable Mayor and Board of Aldermen

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

Date: May 17, 2022

Re: PLANNING COMMISSION REPORT: Porter Oak Subdivision (East side of Porter Avenue between Cleveland Avenue and Howard Avenue) / PID No. 61330006.000 - Request Final Plat Approval / Applicant – HRES Residential and Commercial Development

The Planning Commission (PC) considered this request at its regular meeting on Tuesday, May 10, 2022. The specific request is to approve the Final Plat of the Porter Oak minor subdivision. The subdivision creates six (6) lots for single-family dwellings on a private street.

The PC considered the information provided by the applicant and the report from the staff. A motion to recommend approval of the request passed UNANIMOUSLY with all members present.

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

**PLANNING COMMISSION REPORT
- PUBLIC HEARING -**

PUBLIC MEETING DATE: May 10, 2022

APPLICANT(S): HRES Residential and Commercial Development

CURRENT OWNER? ✓ Yes No

LOCATION: East side of Porter Avenue, between Cleveland Avenue and Howard Avenue / PID# 61330006.000

REQUESTED ACTION: Approval of the Final Plat of the Porter Oak Subdivision – a Replat of Lot C and part of Lot B of the Oak Bluff Subdivision.

DATE OF APPLICATION: April 6, 2022

ADJACENT ZONING AND LAND USE:

Subject Property: CMX-1, Neighborhood Commercial / Mixed Use District – an undeveloped parcel;

North: CMX-1, Neighborhood Commercial / Mixed Use District – across Howard Avenue, dental office;

East: R-1, Single-family Residential District– single-family dwelling;

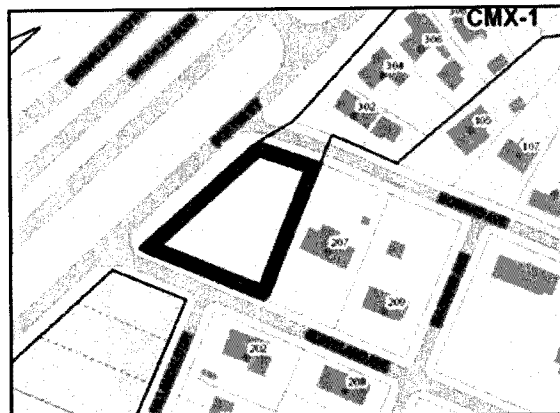
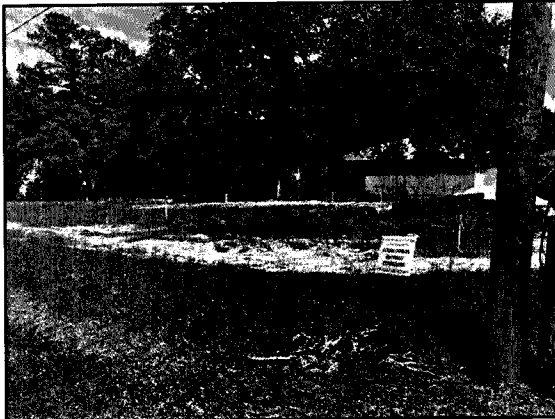
South: CMX-1, Neighborhood Commercial / Mixed Use District – across Cleveland Avenue, undeveloped lot;

West: R-1, Single-Family Residential District – across Porter Avenue, Highway 90;

CURRENT CONDITIONS:

- Property Size: 0.53 acre

CURRENT ZONING:





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MEMORANDUM

To: Honorable Mayor and Board of Aldermen

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

Date: May 17, 2022

Re: PLANNING COMMISSION REPORT: Harbor Oaks Subdivision, 1216 Harbor Road - south side of Harbor Road, at its intersection with Lafontaine Avenue / PID No. 60137382.000 - Request Final Plat Approval / Applicant - Maureen DeJonge

The Planning Commission (PC) considered this request at its regular meeting on Tuesday, May 10, 2022. The specific request is to approve the Final Plat of the Harbor Oaks minor subdivision. The subdivision creates three (3) lots fronting on the existing streets. The Public Works Dept. required the creation of an easement for the existing sewer main that runs through Lots A and B. That easement has been included on the Final Plat and Public Works staff has field-verified the location of the sewer main.

Neighbors spoke on the request questioning legal concerns that were answered by the City Attorney.

The PC considered the information provided by the applicant and the report from the staff. A motion to recommend approval of the request passed UNANIMOUSLY with all members present.

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

**PLANNING COMMISSION REPORT
- PUBLIC HEARING -**

PUBLIC MEETING DATE: May 10, 2022

APPLICANT(S): Maureen De Jonge
CURRENT OWNER? ✓ Yes (with Michael De Jonge) No

LOCATION: 1216 Harbor Road - south side of Harbor Road, at its intersection with Lafontaine Avenue / PID# 60137382.000

REQUESTED ACTION: Approval of the Final Plat of the Harbor Oaks (Minor) Subdivision.

DATE OF APPLICATION: April 6, 2022

ADJACENT ZONING AND LAND USE:

Subject Property: R-1, Single-Family Residential District – undeveloped, and C-M, Commercial Marina District – single-family dwelling;

North: across Harbor Drive, C-M, Commercial Marina District – single-family dwelling, and R-1, Single-Family Residential District – multi-family building;

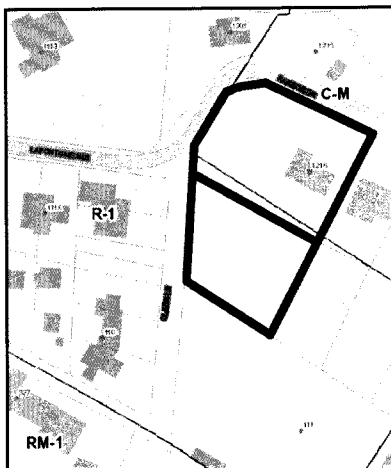
East: C-M, Commercial Marina District – single-family dwelling, and R-1, Single-Family Residential District – undeveloped parcel;

South: across Lafontaine Avenue and Clark Lane, R-1 District – single-family dwellings; R-1 District – single-family dwelling.

CURRENT CONDITIONS:

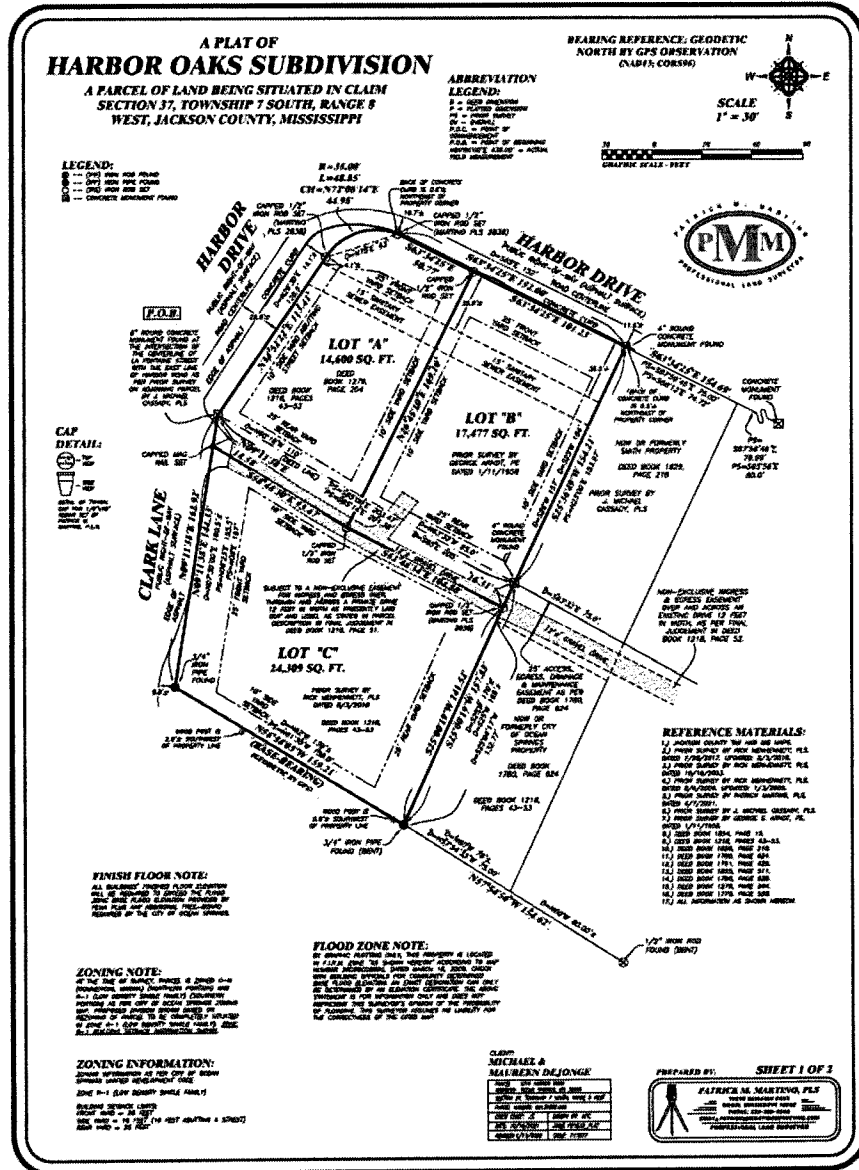
- Property Size: 1.39 acres

CURRENT ZONING:



DESCRIPTION OF REQUEST:

- Final Plat approval is requested of the Harbor Oaks minor (3-lot) subdivision. Proposed lot sizes: Lot A (frontage on Harbor Drive) – 14,600 sq. ft.; Lot B (frontage on Harbor Drive) – 17,477 sq. ft.; Lot C (frontage on Clark Lane) 24,309 sq. ft.



FINDINGS:

- A minor subdivision involves the creation of four (4) or fewer lots that 1) front on an existing improved street, 2) do not involve the creation of a new street, 3) do not involve the extension of municipal utilities, and 4) do not involve the creation of public improvements.
- Approval of a final plat requires the completion and inspection of the sketch plat requirements.
- The Public Works Dept. required the creation of an easement for the sewer main that runs through Lots A and B. That easement has been included on the Final Plat and Public Works staff has field-verified the location of the sewer main.

- The existing water main will need to be upgraded by the developer to a 6-inch line before construction begins on any lot.
- The property is located within two (2) zoning districts.
 - Most of Lots A and B are within the C-M, Commercial Marina District. That district is described as intended for, "Yacht clubs, sale or service and supplies including beverages and food for boats and water-craft using the small craft harbor. Specifically prohibited are: All types of commercial marine ways, repair shops or any type of industrial activity."
 - Single-family dwellings require the approval of a Conditional Use Permit (CUP).
 - The southern portion of Lots A and B and all of Lot C are within the R-1, single-family zoning district.
- The entire subdivision is within both the Waterview Overlay and Oceanview Overlay districts. Those districts and their specific provisions are described in section 3.9 of the Unified Development Code (UDC).
- Each of the proposed lots has frontage on a public street; Harbor Drive, Lafontaine Avenue and Clark Lane are minor residential streets.
- The existing dwelling on the property straddles the proposed lot line between Lots A and B. The application states that the house is to, "be kept at this time." The house must be demolished or substantially altered before a Building Permit can be approved on Lot A or B.
- There is a 12-foot-wide private drive that is associated with a 25-foot, non-exclusive ingress and egress easement that extends from Clark Lane, through the property and continues eastward. The proposed lots are configured so the private drive straddles the lot lines.

CITY DEPARTMENT COMMENTS:

PUBLIC WORKS:

- **WATER:**
 - Water tap cost must be requested at the Public Works office at 228-875-3955. All costs associated with the water tap will be the responsibility of the owner/developer.
 - Water main will need to be upgraded (to a 6-inch line) by developer before the construction begins.
- **SEWER:**
 - Sewer tap cost must be requested at the Public Works office at 228-875-3955. All costs associated with the sewer tap will be the responsibility of the owner/developer.
 - Need to have easement for sanitary sewer staked out so Sewer Dept. can verify pipe is in center of sewer easement.
- **DRAINAGE/STREETS:**
 - No comment.

OTHER FEEDBACK:

- None Received.

STAFF RECOMMENDATION: Approval.

PROPOSED MOTION: To recommend approval of the Final Plat of the Harbor Oaks minor subdivision, as described in the application.



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MEMORANDUM

To: Honorable Mayor and Board of Aldermen

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

Date: May 17, 2022

Re: PLANNING COMMISSION REPORT: 110-C Shearwater Drive (South side of Shearwater Drive, approximately 70 feet west of Pine Drive) / PID No. 60130590.000 and 6013590.050 - Request Approval of a Lot Reconfiguration / Applicant - Martin R. Wagoner

The Planning Commission (PC) considered this request at its regular meeting on Tuesday, May 10, 2022. The specific request is to reconfigure the two (2) existing parcels to create two (2) parcels with approximately equal buildable areas. In addition, an ingress/egress easement to Shearwater Drive is to be created on the property immediately to the east.

The PC considered the information provided by the applicant and the report from the staff. A motion to recommend approval of the request passed UNANIMOUSLY with all members present.

Documentation related to the application is attached.

EXHIBIT # 8-0

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: May 10, 2022

APPLICANT(S): Martin Wagoner
CURRENT OWNER? Yes ✓ No
If No, - List Current Owner: Martin R. Wagoner, Lisa C. Wagoner, Jeff Noblin and Sallie Noblin

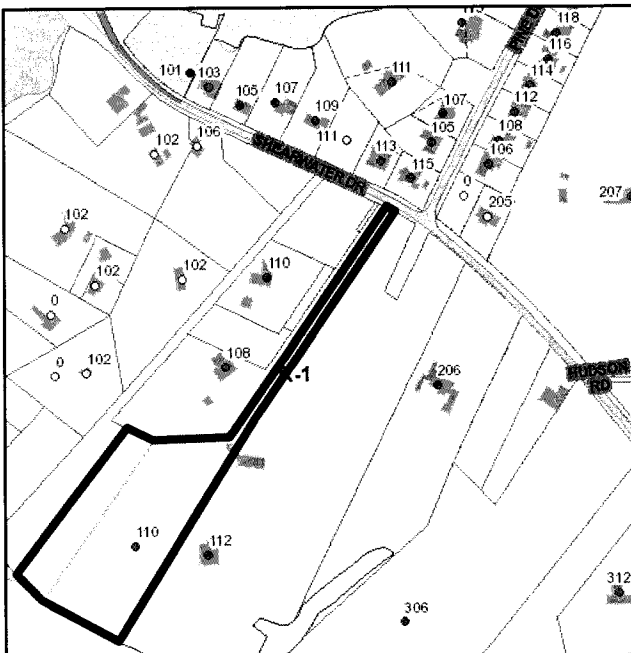
LOCATION: South side of Shearwater Drive, approximately 70 feet west of Pine Drive / PID 60130590.000 and 6013590.050

REQUESTED ACTION: Approval of a Lot Reconfiguration

DATE OF APPLICATION: April 7, 2022

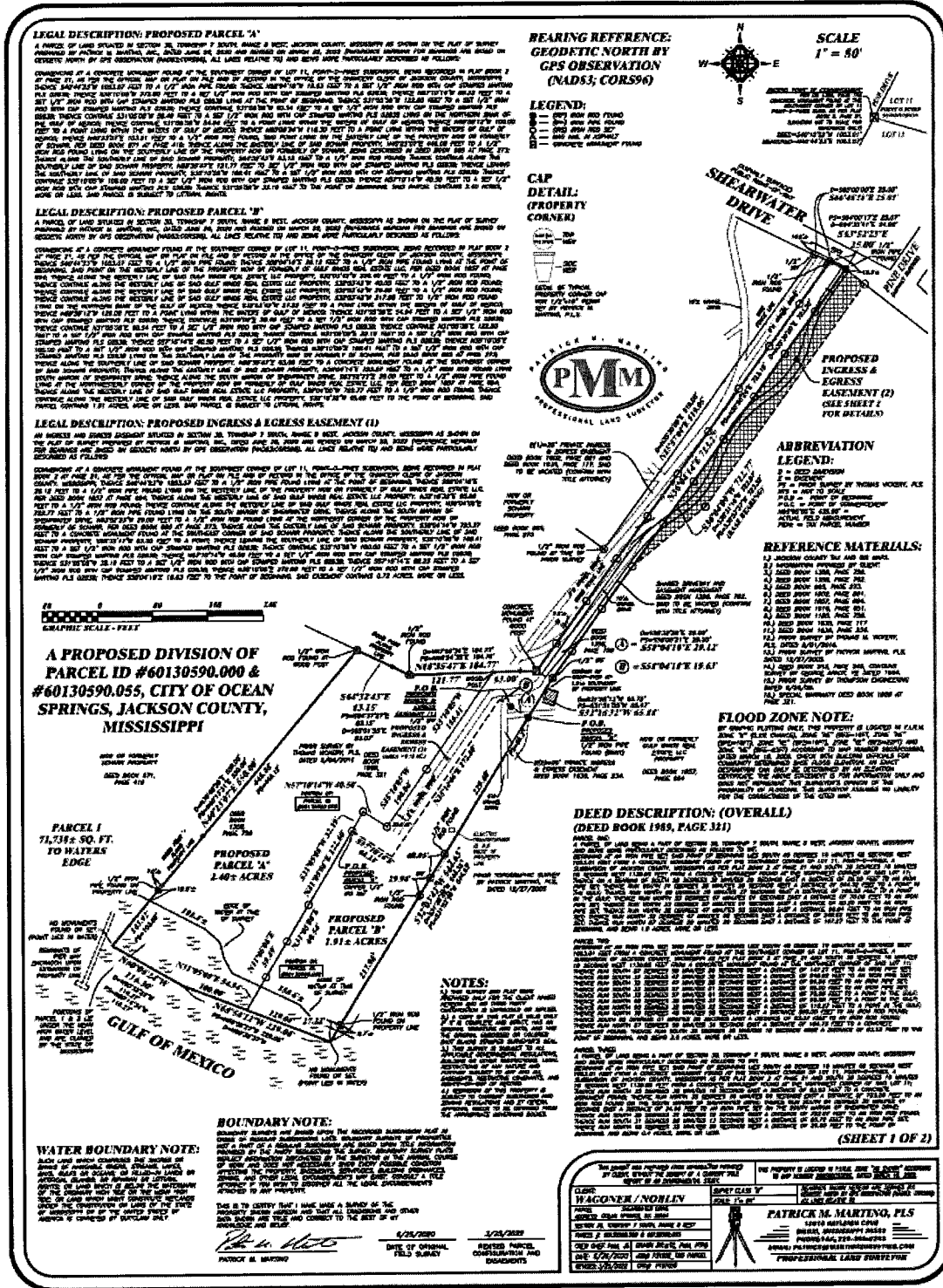
ADJACENT ZONING/LAND USE:
Subject Property: R-1, Single-Family Residential District;
South, West and East: R-1, Single-Family Residential District; single-family dwellings;
North: Across Shearwater Drive, R-1, Single-Family Residential District; single-family dwellings

CURRENT ZONING:



DESCRIPTION OF REQUEST:

- The property owners propose to reconfigure the parcels to create 2 equal buildable areas. In addition, an ingress/egress easement to Shearwater Drive is to be created on the property immediately to the east.



FINDINGS:

- The property to be re-configured is currently two (2) parcels. Parcel 60130590.055 (western parcel) is 0.97 acres in area, is landlocked and almost completely within the VE and AE flood zones. Parcel 60130590.000 (eastern parcel) is approximately 3.28 acres and is a flag lot.
- Proposed Parcel A will be 2.4 acres and will include all the western parcel and part of the eastern parcel.
- Proposed Parcel B will be 1.91 acres and retain the “flagpole” connection to Shearwater Drive.
- A new 35-foot-wide ingress/egress easement is to be created alongside the flagpole within the abutting Gulf Winds Real Estate parcel.
- The reconfigured parcels maintain the same number of flag lots intersecting Shearwater Drive and provide both parcels with buildable areas outside the AE and VE flood zones.

DEPARTMENT COMMENTS:

PUBLIC WORKS:

- ***Drainage***
 - Water tap must be requested at the Public Works office at 228-875-3955. All costs associated with the water tap will be the responsibility of the homeowner/owner/developer.
 - If any taps are needed, they will be the property owners’ expense.
- ***Sewer***
 - Sewer tap must be requested at the Public Works office at 228-875-3955. All costs associated with the water tap will be the responsibility of the homeowner/owner/developer.
 - Don’t know if the 8-inch sewer main is private or City. Staff was told by others over the years that it is private.
 - If the sewer is determined to be public, then an easement is needed. If it is private, then the tap will need to be on Shearwater right-of-way.
- ***Drainage/Streets*** – no comments.

OTHER COMMENTS:

- None received.

STAFF RECOMMENDATION: Approval.

SUGGESTED MOTION: To recommend approval of the reconfiguration of Parcel ID numbers 60130590.000 and 6013590.050, addressed as 110-C Shearwater Drive as described in the application and survey.



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MEMORANDUM

To: Honorable Mayor and Board of Aldermen

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

Date: May 17, 2022

Re: PLANNING COMMISSION REPORT: 300 Dewey Avenue / PID No. 60137362.000 – Request Approval to construct a dwelling on a historically platted, legal, non-conforming lot / Applicant - John Sarpy

The Planning Commission (PC) considered this request at its regular meeting on Tuesday, May 10, 2022. The specific request is to construct a dwelling on an undersized parcel. The parcel is 7,500 sq. ft. in area and 75 ft. wide, which are both below the R-1 district minimum area requirement of 13,500 sq. ft. and the minimum width requirement of 100 ft.

In addition, the location of the new dwelling requires the relocation of the existing ditch that runs diagonally across the property. The ditch is to be relocated to the north property line and placed into a pipe along the east property line. The applicant will create a public storm drain easement to contain the ditch and pipe.

Prior to the meeting the adjacent property owner, Travis Norman, submitted the attached email supporting the request.

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.

Documentation related to the application is attached.

EXHIBIT # 8-P

From: [TRAVIS NORMAN](#)
To: [Amanda Moser](#)
Subject: Re: 300 Dewey Avenue
Date: Tuesday, May 10, 2022 10:41:20 AM
Attachments: [image001.png](#)

As the adjacent owner of the property located at 302 Dewey Avenue and the previous owner of the 300 Dewey Avenue property I have no issues with what the Sarpys are proposing with the property. I worked with them on the redesign of the drainage ditch proposal which impacts my property also. I have no objections to what they are planning of any kind, in fact it will add value to my property. Due to family health issues I may not make the hearing in person. Therefore, if there are any questions you can call me at 228-217-4294.

Sent from my iPhone

On May 10, 2022, at 10:06 AM, Amanda Moser <amoser@oceansprings-ms.gov> wrote:

Mr. Norman,

Thank you,

Amanda Moser
Planning/Grants Coordinator
City of Ocean Springs
1018 Porter Avenue
Ocean Springs, MS 39564
Direct: 228.230.1949



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

PLANNING COMMISSION REPORT

PUBLIC MEETING DATE: May 10, 2022

APPLICANT(S): John B. Sarpy III, and Julia B. Sarpy
CURRENT OWNER? ✓ Yes No

LOCATION: 300 Dewey Avenue / PID# 60137362.000

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

DATE OF APPLICATION: April 5, 2022

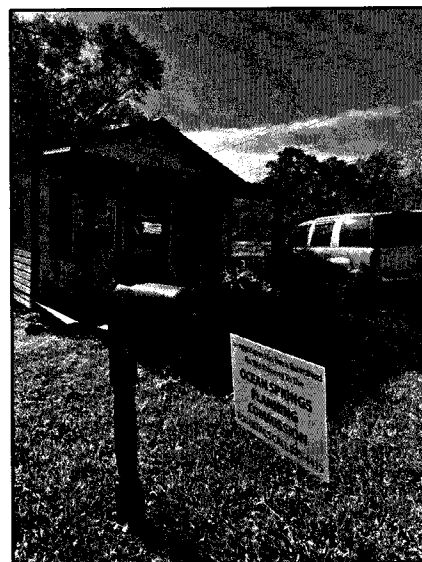
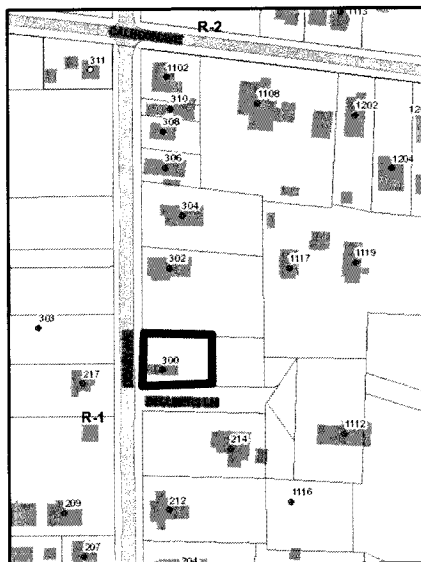
ADJACENT ZONING AND LAND USE:

Subject Property: R-1, Single-Family Residential District – single-family dwelling;
North: R-1, Single-Family Residential District – single-family dwellings;
East: R-1, Single-Family Residential District – single-family dwellings;
West: across Dewey Avenue., R-1, Single-Family Residential District – single-family dwellings;
South: R-1, Single-Family Residential District – single-family dwellings.

CURRENT CONDITIONS:

- Property Size: approx. 7,500 sq. ft. in area and 75 ft. width.

CURRENT ZONING:



CITY ENGINEER:

- No issues.

OTHER FEEDBACK:

- No public input was received on this issue.

RECOMMENDATION: Approval.

PROPOSED MOTION: To recommend approval to construct a dwelling on a historically-platted, legal, non-conforming parcel at 300 Dewey Avenue, as described in the application.



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MEMORANDUM

TO: OS Mayor and Board of Aldermen

FROM: Carolyn Martin, Planning & Grants Administrator

DATE: May 17, 2022

RE: Tidelands Project: FY21-P412-01: Porter Avenue Public Access
Authorization to Modify Previous Award Related Engineering Services to Fenstermaker

Proposals for this project were advertised with a deadline of Friday, June 18, 2021 at 5:00pm. Subsequently, the work was awarded to Garver and discussions on the proposal began. The city was unable to reach an agreement with the consultant and the remaining consultants were considered.

Discussions were held with Fenstermaker to request a proposal for consideration. The attached is in line with the project as originally envisioned. The Exhibit at the end of the contract outlines the phases and additional services proposed for this project. The project will consist of three phases with a combined estimated cost of **\$16,700.00**. Additional services are outlined to be implemented only if directed by the city. The total proposal is outlined below:

Engineering Services	\$	16,700.00
Additional Services (<i>upon request</i>)	\$	25,400.00
Maximum Total w/ Additional	\$	42,100.00

At this time, it is unclear if any of the additional services will be needed. Once the initial phases of work are complete staff will work with Fenstermaker to evaluate next steps and approve any required additional work.

I respectfully request concurrence of **Fenstermaker** as the consultant for this project and request authorization to execute the attached Master Service Agreement with Work Order No.1 including exhibits.

EXHIBIT # 8-9

**MASTER AGREEMENT
FOR ENGINEERING AND ASSOCIATED SERVICES
(Municipalities)**

This Master Agreement for Engineering and Associated Services (sometimes referred to as “Contract” or “Agreement”) is entered into on this 24th day of May, 2022 by and between **City of Ocean Springs, Mississippi** acting by and through its Mayor, herein referred to as “**Owner**” and **C.H. Fenstermaker & Associates, L.L.C.**, a Louisiana limited liability company whose business address for purposes hereof is 135 Regency Square, Lafayette, LA 70508, herein referred to as “**Engineer**.”

In consideration of the mutual covenants and agreements herein contained, the parties hereto mutually agree as follows:

ARTICLE 1- MASTER AGREEMENT

- 1.1 Engineer provides engineering and associated services, and Owner, from time to time, is in need of such services on a contract basis. This Agreement will govern engineering and associated services which Owner requests of Engineer and Engineer agrees to perform. Upon the parties’ agreement on services to be performed by Engineer for Owner, the parties will enter into a written Work Order setting forth the Scope of Work and the price of the services to be provided, a sample of which is attached as Exhibit A. Nothing herein requires Owner to request or contract services from Engineer, and Engineer is not required to agree to perform any such services; however, this Agreement shall govern all engineering and associated services which Engineer performs for Owner and the terms and conditions contained in this Agreement shall be incorporated by reference in each Work Order. Each Work Order or project shall be on an individual contract basis and be subject to the terms hereof. All defined terms herein shall be applicable to the Work Order unless expressly stated otherwise.
- 1.2 Engineer’s Rates and default payment terms as of the date of this Agreement are set forth in each Work Order. Engineer reserves the right to revise its rates by notice to Owner for any Work Orders or services for which Engineer and Owner have not contracted on the date of notice of such rate revision.
- 1.3 Either party may terminate this Agreement by providing thirty (30) days written notice to the other or by mutual consent of the parties, provided that notwithstanding such termination, this Agreement will continue to govern all Services performed after termination of this Agreement for Work Orders entered into prior to the termination of this Agreement.

ARTICLE 2 - ENGINEERING SERVICES

- 2.1 Owner hereby contracts Engineer, and Engineer agrees to perform, the professional engineering and associated services hereinafter set forth in a Work Order entered among the parties, or as otherwise agreed upon by the parties during the term hereof (“Services”).

- 2.2 Engineer warrants its professional Services will be in accordance with the degree of care and skill ordinarily or customarily employed by others of the same profession under similar circumstances at the same time and in the same general area of the State of Mississippi given the Scope of Work and any instructions, parameters, budget constraints, and other requirements or circumstances of Owner. For any associated non-professional Services, Engineer warrants such Services will be performed in accordance with generally accepted industry standards at the same time and in the same general area of the State of Mississippi given the Scope of Work and any instructions, parameters and requirements of Owner. Engineer makes no other warranties, express or implied, and guarantees no particular result. The sole remedy for breach of any warranty herein shall be for Engineer to re-perform the Services which fail to meet the warranties, or reimburse Owner for such non-conforming Services, at Engineer's sole discretion. In no event will Engineer's liability to Owner for breach of any warranty or other obligation herein exceed the amount of compensation Engineer would be due for the Services which fail to meet the warranties or other contractual obligations.
- 2.3 Upon signature of a Work Order by all duly authorized parties, Engineer shall commence Services promptly when Notice to Proceed is issued or as otherwise instructed by Owner, work diligently to accomplish the Services within a reasonable time in accordance with the warranties, terms and conditions herein, the Work Order, and any instructions, parameters, budget constraints and requirements or circumstances of Owner. Specific periods of time for rendering Services, or specific dates by which Services are to be completed, may be agreed by the parties in the Work Order. If, through no fault of Engineer or due to circumstances or causes outside of Engineer's control, any such period of time or date are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- 2.4 Owner shall be responsible for all requirements, parameters and instructions it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement ("Owner Furnished Items"), understanding that the Engineer will rely upon such Owner Furnished Items in rendering Services hereunder. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations set forth in the Work Order or its Scope of Work. Subject to the limited warranties hereof, Engineer and its subcontractors and consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including but not limited to specialty vendors, contractors, manufacturers, suppliers, and the publishers of technical standards.
- 2.5 Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of any development that affects the scope, quality, warranties, or time of

performance of Engineer's Services, the funding of the Project, or any relevant, material defect or nonconformance in the Services, the performance of any contractor, or Owner's performance of its responsibilities under this Agreement.

- 2.6 If Engineer recommends certain services and/or work to be performed and Owner declines Engineer's recommendations, then and in that event, Engineer shall not be liable to Owner for any damages sustained by Owner caused in whole or in part by Owner's decision not to accept Engineer's recommendations and Owner agrees to execute and deliver to Engineer a waiver and release in such form and substance as required by Engineer to protect Engineer's interest.

ARTICLE 3 – PAYMENT TERMS

Owner shall timely pay Engineer for all Services performed in accordance with the warranties hereof in accordance with Engineer's Rates and payment terms set forth in any Work Order. To the extent not set forth in a Work Order, Engineer shall invoice Owner on a monthly basis, and Owner shall make payment to Engineer within 30 days of Engineer's submission of invoice. A late payment Finance Charge of 1% per month, which is an annual rate of 12%, shall be applied to any unpaid balance commencing 30 days after the date of the submission of invoice. In the event Engineer takes legal action to collect amounts owed which are not timely paid in accordance with the terms hereof, Owner shall pay Engineer's reasonable attorney fees, expenses and court costs.

Unless otherwise expressly stated in the Work Order, third party fees paid by Engineer will be invoiced to Owner at cost plus 10%. Owner shall bear the cost for any copies of plans, specifications, and contract documents required or requested of Engineer in any way arising out of the Services, whether for any applicable bid process, contract award, design, construction, or otherwise, and whether for the use of Owner, regulatory agencies' approvals, or otherwise. Owner shall pay the costs of checking and inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, soils testing fees, aerial topography fees, and all other fees, permits, bond premiums, blueprints and reproductions, per diem, mileage and all other charges not specifically covered by the terms of the Work Order, but are necessary for the completion of Services defined therein.

In the event all or any portion of the Services is suspended, abandoned or terminated, the Owner shall pay the Engineer for all fees, charges and Services provided for the project not to exceed any contract limit specified in the Work Order, as may be amended.

Should Engineer be required to appear in court, in arbitration, or other legal proceeding for, on account of, or on behalf of the Owner or arising out of a dispute among Owner, its contractor and/or subcontractor, or person or entity (other than Engineer), the charge for this type

of appearance shall be deemed additional services outside the scope of the Work Order and will be in accordance with Engineer's rate then-current rate table with a 25% surcharge.

ARTICLE 4- TERMINATION OF WORK ORDER

4.1 Either party to this Agreement may terminate a Work Order or other Services hereunder for cause if the other party commits a material uncured breach of this Agreement. In the event either party believes a material breach has occurred, it shall give the breaching party written Notice of Default specifically delineating the alleged breach. Each party shall have a reasonable amount of time to cure the breach, provided if the breach is Owner's failure to timely pay Engineer in accordance with the provisions herein, Owner shall have no later than 15 days from the date of Notice of Default to cure said breach. Both parties agree to cooperate in good faith in an effort to cure any breach identified in the Notice of Termination. In the event the breaching party fails to cure its breach within the timeframe(s) set forth herein, the non-breaching party may terminate the Work Order or Services.

ARTICLE 5- INSURANCE

Engineer shall maintain minimum insurance coverage per occurrence as follows:

Standard Workers' Compensation . . . Full Statutory requirements for the state in which work is performed, the state in which the Engineer's employees reside and the state in which Engineer is domiciled. and Employer's Liability Insurance with limits of not less than \$1,000,000 per occurrence.

Comprehensive General Liability - \$1,000,000.00 limit per occurrence; \$2 million aggregate

Auto Liability . . . \$500,000 limit of coverage

Professional Liability (E & O) - \$1,000,000.00 limit of coverage per occurrence.

The Engineer, upon request from Owner, shall furnish a Certificate of Insurance when the contract is executed and shall provide for written notice to the Owner 30 days prior to cancellation.

ARTICLE 6- INDEMNIFICATION

Engineer will indemnify and hold harmless the Owner, its employees, agents, representative, officers, directors, and elected and appointed officials from and against claims, demands, and

causes of actions for damage to or loss of property, bodily injury, and/or death of third parties (defined to include any person or entity other than Engineer and Owner) arising out of or resulting from the performance of Engineer's Services, but only to the extent caused by the sole negligence and/or breach of professional duty of Engineer or consultants under contract with the Engineer, provided Engineer's duty to indemnify and/or hold harmless hereunder shall not extend to the extent such claims, demands, and/or causes of actions were allegedly or actually caused by the negligence or legal liability of Owner, its vendors and other contractors and subcontractors of any tier, their consultants and employees, or any other person or entity not employed or contracted by Engineer.

ARTICLE 7- SUCCESSORS AND ASSIGNS

This Agreement shall apply to the successors, executors, administrators and assigns of each party. Engineer may not assign this Agreement without approval of Owner.

ARTICLE 8 - GENERAL PROVISIONS

9.1 Independent Contractor. Notwithstanding any other provision herein, the parties acknowledge, stipulate and agree that (i) Engineer is, for all purposes of this Agreement, an independent contractor solely responsible for its own means and methods for performance of its Services, (ii) Engineer shall perform only those specific Services as specific tasks and projects are assigned to and accepted by Fenstermaker from time to time as expressly set forth in a Work Order or otherwise agreed, it being understood and agreed that Engineer shall not be generally responsible for all engineering services to Owner and shall not be liable for work or services not expressly stated in the Work Order or other agreement, (iii) Engineer's scope of work shall in no event entail Engineer or its employees (a) being appointed by any elected official to serve Owner as an employee, director, or other similar position of Owner, (b) being a spokesperson, administrative officer, official, servant, agent or representative of Owner for any purpose whatsoever, or (c) being under the supervision or authority of an elected official or employee of Owner, and (iv) Engineer's scope of work shall in no event entail any authority to make decisions for or otherwise act on behalf of Owner, whether with respect to Owner's governmental functions or otherwise, it being expressly understood and agreed that Owner shall at all times retain all authority with regard to all of its governmental functions and decision making.

9.2 Other contractors, subcontractors, and vendors. Notwithstanding any other provision herein, (i) Engineer will not direct, control, have authority over or be liable or responsible for the means, methods, techniques, sequences, procedures of construction, safety precautions and programs, failure to comply with laws or regulations and/or any negligence, legal fault, and/or acts or omissions of any vendor, contractor and/or subcontractor of any tier of Owner, their consultants and employees, or any other person or entity not employed or contracted by Engineer, and (ii) Engineer's scope of work shall in no event entail any authority to make decisions for or otherwise act on behalf of

Owner, whether with respect to the Owner's governmental functions or otherwise, it being expressly understood and agreed that the Owner shall at all times retain all authority with regard to all of its governmental functions and decision making as regards the project and work hereunder.

In the event the Services include any supervision, inspection or any other Services in any way involving Engineer's knowledge or oversight of the work and materials of any contractor, subcontractor or vendor of any tier of Owner or any person or entity other than Engineer, including contractor(s) contracted by Owner to construct the work which is the subject of the Services (such persons or entities being collectively referred to "Other Contractor(s)" and such work and materials collectively referred to as "Other Contractor Work"), Engineer's scope of work and duties for such supervision, inspection, knowledge, or oversight shall at all times be limited to performing commercially reasonable efforts in accordance with local industry practices to oversee the Other Contractor Work for the sole purpose of reporting to Owner whether the Other Contractor(s) are progressing with their respective Other Contractor Work in general conformance with the project schedule and plans, and for no other purpose whatsoever. Notwithstanding the foregoing or any other provision herein, (A) Engineer shall have no responsibility or liability for (i) Other Contractor Work to implement temporary traffic control plans (unless clearly and expressly made part of Engineer's scope of work in the Work Order), (ii) Other Contractor's safety protocols and/or implementation of same, (iii) Other Contractor's chosen Sequence of Construction, it being acknowledged and agreed that suggested Sequences of Construction are recommendations only and that the Other Contractors responsible for construction are solely responsible for their respective work, and/or (iv) Other Contractor Work, including but not limited to Other Contractor(s)' means and methods, and any defects, negligence or breach of warranty or other legal obligation with respect to Other Contractor Work; and (B) Owner expressly agrees (i) Owner will look solely to Other Contractors and their insurers for all defects in and breaches of warranties and/or negligence with respect to all Other Contractor Work, (ii) Engineer shall have no liability for any damages arising out of the failure of Other Contractors to perform Other Contractor Work in accordance with their warranties and contractual and/or other legal obligations, (iii) Owner has an adequate remedy against Other Contractors and their insurers as respects all defects in and breaches of warranties and/or negligence with respect to all Other Contractor Work, and (iv) the provisions of sections 9.1-9.7 were expressly negotiated as a material cause and consideration of Engineer's agreement to perform Services hereunder, without which Engineer would not have agreed to perform Services for the agreed compensation.

- 9.3 Force Majeure. Neither party shall be in default or liable for any damage, delay, cost, act or omission (including delays in or failure to fulfill any obligation, other than a payment obligation), occasioned by any cause whatsoever not within the control of the party affected thereby, including but not limited to Acts of God, pandemics, deadly disease, labor shortages, named or unnamed storms, hurricanes, blizzards and other adverse weather, actions of the elements, subsidence, underground conditions, insurrection, terrorist act, revolution, piracy, war, strikes, lockouts, and labor disputes, fire, flood, accident, strike or other labor troubles, war or action or inaction by any governmental entity, and/or delays in

or failures of vendors supplying supplies, materials and/or services (all such causes being deemed "Force Majeure"). In the event of any delay caused by Force Majeure, the time for performance of such obligations (other than a payment obligation) shall be extended for a period equal to the time lost by reason of the delay. Engineer shall be entitled to an equitable adjustment in compensation and contract time or schedule resulting from delays caused by Force Majeure. Engineer shall not be liable for damages or additional expenses resulting from the actions or inactions of the Owner, governmental agencies including, but not limited to permit processing, environmental impact reports, dedication, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits and building permits, and Engineer shall only act as an advisor of the Owner in all governmental relations.

- 9.4 Consequential Damages Waiver. Notwithstanding any other provision of this Agreement, neither party shall be liable to the other, and each party waives, claims for consequential, incidental and/or indirect damages, REGARDLESS OF WHETHER CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, BREACH OF DUTY OR WARRANTY, OR OTHER LEGAL LIABILITY OF EITHER PARTY, EXCEPT TO THE EXTENT CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE RELEVANT PARTY.
- 9.5 Certain Additional Services. If, due to the breach of warranty, delinquency or insolvency of the Contractor or other party not contracted by or within Engineer's control, or as a result of damage to the work by storm, fire, flood, explosion, pandemic, Force Majeure, or other circumstance or event out of Engineer's control, or change of policy of governmental or regulatory agencies after the date of the applicable Work Order, Engineer is called upon to furnish additional office, field, engineering, and/or ancillary work, Engineer shall be paid for such extra expense and such of their services as are approved by Owner in accordance with the method of fee computation or rates set forth herein or in any applicable Work Order. If any work planned, designed or specified by Engineer and approved by Owner is abandoned or suspended, for a period of not more than ninety (90) days following notification, Engineer shall be equitably paid for its Service rendered on such work in accordance with the methods of fee computation outlined herein, and the fee shall be based on a percentage of estimated construction cost where actual construction cost is unavailable. No deduction shall be made from Engineer fee on account of penalty, liquidated damages or other sums withheld from payments to the Contractor. If any work designed by Engineer is performed by exchange labor, force account, public employees or similar basis other than by contract, Engineer's fee for such work shall not be affected.
- 9.6 Governing Law. This Agreement and all Services hereunder shall be governed by and interpreted in accordance with the laws of the State of Mississippi.

State of Mississippi
County of Jackson

THUS, DONE, entered into and signed in the presence of the witnesses whose names are inscribed opposite each respective signature, on and as of this 24th day of May, 2022

WITNESSES:


Signature


Carolyn Martin


Printed

Signature

Printed

Owner:

BY: 
Kenny Holloway
Mayor


NOTARY PUBLIC
Notary No. 86514



State of Louisiana
Parish of Lafayette

THUS, DONE, entered into and signed in the presence of the witnesses whose names are inscribed opposite each respective signature, on and as of this 24th day of May, 2022.

WITNESSES:

C. H. FENSTERMAKER & ASSOCIATES, L.L.C

Brittany Labbe
Signature

BY: Angelle Guilbeau
Angelle Guilbeau
Director of Risk Management
and Compliance

Brittany Labbe
Printed

Mary M. Brandmeyer
Signature

Mary M. Brandmeyer
Printed

Lynette H. Benoit
NOTARY PUBLIC
Lynette H. Benoit
Notary ID# 00906

EXHIBIT "A"

WORK ORDER

(SAMPLE)

This Work Order is entered into on the **24th** day of _____, 2021 by and between _____, acting by and through its Mayor ("Owner") and C.H. Fenstermaker & Associates, L.L.C. ("Engineer") pursuant to and subject to the Master Agreement for Engineering and Associated Services (sometimes referred to as "Contract" or "Agreement") dated the _____ day of _____ 2021.

Section A. Scope of Services

Engineer shall provide Services for the following described project under the control of and for the benefit of Owner:

Section B. Time Schedule

(Enter Time Schedule)

Section C: Compensation

Engineer shall bill (Enter Compensation Terms)

The parties have duly executed this Agreement.

ENGINEER

OWNER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

WORK ORDER NO. 1

This Work Order is entered into on the 24th day of May, 2022 by and between City of Ocean Springs, Mississippi, acting by and through its Mayor (“Owner”) and C.H. Fenstermaker & Associates, L.L.C. (“Engineer”) pursuant to and subject to the Master Agreement for Engineering and Associated Services (sometimes referred to as “Contract” or “Agreement”) executed on May 24, 2022 among the parties, which terms and conditions are incorporated herein by reference.

Engineer will provide Services for the following described project under the control of and for the benefit of *Owner*:

PORTER AVENUE PUBLIC ACCESS IMPROVEMENTS (“the Project”)

Article 1: Scope of Services

Engineer and Owner desire to enter into this Agreement for Engineer to provide a determination of the required US HIGHWAY 90 at Porter Avenue intersection design parameters and public access improvements of the site through coordination with the Mississippi Department of Transportation (MDOT), improvements to the US HIGHWAY 90 at Porter Avenue intersection deceleration and acceleration (auxiliary) lanes to increase capacity, improve safety and access proceeding the right-turning movement at the Porter Avenue intersection. The Owner has identified the Porter Avenue at US HIGHWAY 90 as having the potential for conversion to a roundabout. The Engineer will perform studies which shall include feasibility and traffic study, alternative development, conceptual geometric design of selected alternative, ROW studies, identification of potential environmental impacts, and construction administration. Designing alternatives in such proximity to the coast and a US HIGHWAY will require specific coordination to fulfill MDOT and FHWA requirements. The Engineer proposes the following Phases for the improvements to the intersection:

Phase I – Traffic Data Collection Services:

The Engineer shall coordinate with the MDOT District 6 Engineer and staff to review and discuss the Engineer’s conceptual design for the Project.

Phase II – Porter Avenue Public Access Improvements:

Provide preliminary and final design plans for the Project through adherence to MDOT and FHWA requirements.. The intention is promoting public access to Porter Avenue from US HIGHWAY 90 through the addition or modification of deceleration and acceleration (auxiliary) lanes to increase capacity, improve safety and access by advanced visible signage, inclusion of a channelizing island with reflective devices and raised retroreflective markers proceeding the right-turning movement at the Porter Avenue intersection to control and direct traffic movements into their proper paths for their intended use and to divide same direction traffic streams. The Engineer will provide full support of the construction process. The firm’s in-office construction administrators will handle contractor invoice processing, requests for information (RFI) responses, and other day-to-day administrative tasks. The Engineer can also provide, if so desired by the Owner, through

Additional Services, an on-site construction inspector to act as the Owner's representative to observe all aspects of work performed by the contractor to ensure that all elements of the design are constructed in line with the construction drawings and project specifications provided, as well as verify quantities for payment. These tasks will occur simultaneous and throughout the entire construction process. Upon completion of construction, the Engineer will complete all close-out documentation.

Phase III – US HIGHWAY 90 at Porter Avenue intersection traffic study with “*Report of Findings*” and conceptual geometric design plan:

Provide a traffic study with “Report of Findings” and conceptual geometric design plan for the potential for conversion to a roundabout to the US HIGHWAY 90 and Porter Avenue intersection which shall include traffic evaluation, conceptual geometric design, ROW studies, and identification of potential environmental impacts.

Article 2: Character and Extent of Basic Services

2.1 Basic Services

The Engineer's basic services consist of the phases described in Sections 2.2-2.4 below and include the normal, industry standard services of the Engineer and Engineer's sub-consultants which are complementary or supplementary with said phases. Notwithstanding the foregoing, Additional Services identified as such in the Agreement or Engineer's rate sheet are excluded from Basic Services. The Engineer shall only be approved to proceed with Additional Services with additional work orders agreed to by both parties along with a Notice to Proceed issued by the Owner to proceed with any additional work orders. Review Documents of each phase shall be submitted to the Owner for their approval. In addition, for the Final Plans Documents Phase, Review Documents shall be submitted to the Owner for their approval. Engineer shall not proceed to any subsequent phase until authorized by the Owner.

The Engineer shall be responsible for compliance with all applicable codes. All items not specifically covered by codes shall be designed in accordance with the standards established by accepted professional groups or within industry standards for that specific item of work.

2.2 Preliminary Plans

The Engineer shall, as part of this Contract, collect traffic data as necessary for the US HIGHWAY 90 at Porter Avenue intersection improvements through MDOT coordination, analysis of traffic data, improvements to the US HIGHWAY 90 at Porter Avenue intersection deceleration and acceleration (auxiliary) lanes to increase capacity, improve safety and public access proceeding the right-turning movement at the Porter Avenue intersection and other site related information necessary for the design of the project. Fees for traffic data collection, geotechnical investigations,

testing, construction inspection or other services, as well as topographic surveys, are to be considered Additional Services and outlined in Section 2.5.

The Engineer shall prepare for approval by the Owner, Preliminary Plans consisting of drawings of the entire project as may be required. Preliminary Plans are also considered to be preliminary construction plans.

The Engineer shall submit to the Owner an Opinion of Probable Cost based upon the Preliminary Plans phase of this Project. The Owner will be given the opportunity to review Preliminary Plans and provide comments to the Engineer. The Engineer shall submit Preliminary Plans to the Owner within **a duration agreeable with the Owner and receipt** of the Notice to Proceed for Preliminary Plans.

2.3 Final Plans

Based on the approved Preliminary Plans and any further adjustments in the scope or quality of the Project or in the funds Available for Construction, authorized by the Owner, the Engineer shall prepare for written approval by the Owner, the following documents bearing the Engineer's seal and those of his consultants, all sufficiently complete and clear to define the quantity and quality of the work to bid and build the Project in accordance with industry standards:

- 1) Working Drawings (i.e., final construction plans) having dimensioned plans, elevations, sections, quantities, and details in the project as required to reasonably construct the project.
- 2) Technical Specifications of the materials, processes, or systems to be incorporated in the work.
- 3) Bidding and Construction Contract Forms - The Engineer must include in his documents the following: Advertisement for Bids, Instructions to Bidders, Bid Form, General Conditions, Supplementary Conditions, Contract Between Owner and Contractor, Performance and Payment Bond, Non-Collusion Affidavit, and other forms used by the Owner.

The Engineer is to submit these documents to the Owner within **a duration agreeable with the Owner** and receipt of the Owners approval of Preliminary Plans and the Engineer is to assume the Owner will review these documents for up to four weeks and provide one (1) set of review comments to the Engineer.

The Engineer shall submit to the Owner an updated Opinion of Probable Cost based upon the working drawings and construction specifications developed on this phase of the Project.

Upon receipt of written approval, the Owner, approval of the latest Statement of Probable Construction Cost, the Owner may advertise the Project for bids and shall be assisted by the Engineer in obtaining bids.

The Engineer shall be responsible for the furnishing and distribution of copies of Construction

Documents to (1) all Contractors licensed in accordance with State law who desire to bid the Project, subject to deposit requirements as provided for in the Advertisement for Bids, (2) to recognized construction trade organizations maintaining plan rooms. Plan deposits shall be in accordance with the Owner's requirements and Public Bid Law. Engineers may recommend alternative methods of document distribution for approval by the Owner.

The Engineer shall be responsible for evaluating prior approval requests for substitution of materials, products, and equipment.

The Engineer shall prepare and issue all addenda, in accordance with the Contract Documents, as required to modify or clarify the Construction Documents. Items not included in the approved program and/or items previously rejected or not approved shall not be included in any addendum without Owner's approval.

The Engineer shall arrange, prepare for, and conduct a pre-bid conference in accordance with the Contract Documents.

Unless waived by the Owner, the Engineer shall be present for the opening of bids by the Owner and shall provide a form for assisting the Owner in tabulating the bids.

After receipt of bids, the Engineer shall analyze the bids, consult with the Owner and make a written recommendation to the Owner.

2.4 Construction Administration

- 1) The Engineer shall provide administration of the Construction Contract as set forth herein and in the Construction Documents.
- 2) The Engineer shall make written recommendations for the Owner's approval, for the type and number of tests required for the Project, as soon as the Construction Contract has been awarded. The Owner will pay for such testing services.
- 3) The Engineer, as the contract intermediary of the Owner during the Construction Phase, shall advise and consult with the Owner. All of the Owner's instructions to the Contractor shall be issued through the Engineer. The Engineer shall have authority to act on behalf of the Owner to the extent provided herein or as provided for in the Contract Documents unless otherwise modified in writing. The Engineer will not be responsible for any instructions given from the Owner directly to the Contractor without the knowledge of the Engineer.
- 4) After the execution of the Construction Contract, the Owner will issue a Notice to Proceed to the Contractor and the Engineer will arrange for and conduct a pre-construction meeting.
- 5) The Engineer and sub-consultants shall visit the project as reasonably often as necessary to become generally familiar with the general, overall progress and quality of the work and to determine if the work is generally proceeding in accordance with the contract documents. All coordination of site visits by the Engineer's sub-consultants shall be made through the Engineer.
- 6) On the basis of the Engineer's and sub-consultant's general on-site observations, the Engineer shall endeavor to report to the Owner defects and deficiencies in the Work of the

contractors of which Engineer has actual knowledge, however, this does not relieve the construction contractor (or their sub-contractors) from meeting the obligations of both the construction documents and contract specifications, nor make Engineer liable for any portion of the work. Any defect or deficiency in the Work, or material that is out of specification, will be the sole responsibility of the construction contractor to correct, remove, or replace accordingly to the satisfaction of both the Engineer and the Owner.

- 7) Based on observations at the site and on the Contractor's Applications for Payment, the Engineer shall determine the amount owing to the Contractor under the applicable construction contract and shall issue Certificates for Payment in such amounts. No Certificate of Payment shall be issued until a schedule of values has been received from the Contractor. The issuance of a Certificate for Payment shall constitute a representation by the Engineer to the Owner, that the Work has progressed to the point indicated and that to the best of the Engineer's knowledge, information and belief, the quality of the Work is in general accordance with the Contract Documents and that the Contractor is entitled to payment in the amount certified. By issuing a Certificate for Payment, the Engineer shall not be deemed to represent that he has made any examination to ascertain how and for what purpose the Contractor has used the monies paid on account of the Contract sum, nor shall the Engineer bear any liability for any defects, deficiencies, or breaches of warranty by the Contractor. The Engineer shall process certificates as promptly as possible with copies to the Contractor.
- 8) The Engineer shall instruct the Contractor to establish and conduct a regular schedule of bi-weekly meetings, to be held on the job site each week unless modified by the Owner throughout the construction period and shall require attendance at the meetings by representatives of his principal Consultants if they are required. The Owner shall be notified of such meetings and may be represented. It shall be the principal purpose of these meetings, or conferences, to effect coordination, cooperation, and assistance in every practical way to the end of maintaining progress of the project on schedule and completing the project within the contract time.
- 9) The Engineer shall be the interpreter of the requirements of the Contract Documents and the impartial judge of the performance thereunder by both the Owner and Contractor. The Engineer shall have the authority to make decisions, on all claims of the Owner or Contractor relating to the execution and progress of the Work and on all other matters or questions related thereto, subject at all times to the Owner's ultimate authority and decision-making authority.
- 10) The Engineer shall have authority to reject work which does not conform to the Contract Documents. If the Engineer considers it necessary or advisable to insure the proper implementation of the intent of the Contract Documents, he shall request the Owner to authorize special inspection or testing of any Work in accordance with the provisions of the Contract Documents whether or not such Work be then fabricated, installed, or completed.
- 11) The Engineer shall promptly review shop drawings, samples, and other submissions of the Contractor only for general conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The Engineer shall promptly respond to all requests for information from the Contractor within a reasonable time period.
- 12) Only with the authorization of the Owner, shall the Engineer prepare Change Orders. The

Engineer shall obtain from the Contractor his estimate of cost and time changes in accordance with the Contract Documents for the Change Order, review and approve same, and submit it to the Owner for approval before any changes are made in the Contract. No additional compensation shall be due the Engineer for preparation of Change Orders without the written prior approval for such compensation by the Owner.

- 13) Upon completion of the work, or on substantial completion or for partial occupancy, as requested by the Owner, the Engineer shall conduct an inspection of the project with the Owner to determine if the Contractor's work is in general accordance with Contract Documents. The Engineer shall prepare a list of items (punch-list) for correction or completion together with an assigned dollar value.
- 14) When the Owner desires to accept on either full or substantial completion, the Engineer shall recommend such acceptance in writing and shall issue a Certificate for Payment of funds due to the Contractor, excepting retained percentage, liquidated damages, and the value of the punch-list items in accordance with the applicable Construction contract, or as otherwise instructed by Owner. Upon the Contractor's furnishing of a clear lien certificate, the Engineer shall make a final inspection and issue a final certificate for the retainage. A Certificate of Payment for punch-list items shall be issued upon their completion.
- 15) Upon recommendation of acceptance, the Engineer shall receive, review, and forward to the Owner guarantees, operation, and maintenance manuals, keys and other closing documents as required by the Contract Documents. Engineer shall obtain a written receipt for these and forward same to the Owner, together with copies of all guarantees and warranties.
- 16) Should the construction Contractor exceed the days allocated by contract to complete the project (i.e. project deemed substantially complete), and any adjustments made by change orders, the Engineer shall be paid by the hour as additional services for any and all time spent continuing with providing construction administration and construction inspection until such time the Project is deemed substantially complete. All time spent should be considered as justification by the Owner to the Contractor of Liquidated Damages.
- 17) After acceptance of the Project by the Owner, the Engineer shall prepare and furnish to the Owner two sets of Record Drawings (As-Built) prepared by the Engineer, in an archival quality format, for the Owner's files. The Record Drawings shall be prepared based on information furnished by the Contractor and shall be reviewed and approved by the Contractor prior to submission. The Engineer shall require the construction contractor to provide an as-built CAD file for the accurate location of all water and sewer lines, valves, and fittings, electrical distribution lines, and all subsurface stormwater drainage on site.
- 18) Engineer shall review and approve completion of "punch-list" items remaining after acceptance and shall certify completion of such work for final payment to the Contractor. If the Engineer does not find the work acceptable under the Contract Documents after the first onsite punch list review, the Engineer shall make one additional punch list review. If the work is still not acceptable, the Engineer, and each of the Engineer's principal consultants, shall be paid for as additional services for their time at the project site, for each additional punch list review at the rate specified in the Contract Documents; to be withheld by the Owner from the unpaid funds remaining in the Construction Contract sum.
- 19) Warranty Work: The Engineer will follow up on items to be corrected during the warranty period, arrange for and conduct an onsite review of the Project prior to expiration of the one-year warranty period, inform the Owner and Contractor of any items to be corrected,

and inspect the Project as required until the work is completed. The Engineer will not be responsible for any inspection or oversight of warranty corrections after one year following the project being deemed substantially complete.

2.5 Additional Services

Additional Services, as required by the Owner, shall be provided by the Engineer only when authorized by the Owner via a Work Order, prior to performance of the services, and shall be paid for by the Owner as herein before provided. Cost of such services are to be estimated by the Engineer and provided to the Owner for approval prior to any additional services being performed. Once approved, the Engineer will charge the Owner either by the hour or by agreed upon fee types (i.e. lump sum, fixed fee, etc.) at an amount not to exceed the estimate previously provided by the Engineer unless approved to exceed by the Owner. Additional services may include, but are not limited to, the following:

- 1) The Owner may request that the Engineer provide traffic counts for the purpose of estimating future average daily traffic and truck traffic distribution. Upon completion of the analysis of the traffic data obtained, the Engineer will develop information needed for the intersection improvements. This work will be billed on a lump sum basis in the amount of **\$3,500.00**.
- 2) Providing topographic field surveying for the purposes of preparing design documents. This work will be billed as hourly services and shall not exceed **\$7,500.00**.
- 3) Providing Right of Way Plats for those properties where right of way is to be acquired to support the project limits of the proposed project improvements. This service will be billed as an hourly service. Whether these services are needed are unknown at this time as the intent is to have all improvements be within existing public rights of way. Should any right of way be needed on the project, an estimate of producing right of way maps required for land acquisition will be discussed with the Owner before any services are undertaken.
- 4) Providing construction inspection. It is estimated that construction of this project will take approximately three (3) months with one inspector working two hours (or less if desired by the Owner) per day at five days a week. This work will be billed as hourly services and shall not exceed **\$14,400.00**.
- 5) Providing any other special services not otherwise included in the Contract or not customarily furnished in accordance with generally accepted Engineer's practice.

Article 3: Compensation

For the purpose of calculating compensation to the Engineer at the beginning of the project, the funds Available for Construction (AFC) is set at **\$200,000.00**. This amount may be adjusted from

time to time as approved by the Owner. Compensation to be paid to the Engineer for services and reimbursable expenses shall be as follows.

Payment to the Engineer for Additional Services, defined in Sections 2.5 shall be made based on established fee type or hourly billable rates found in Exhibit A charged to the Owner as Time and Material with the exception of the following:

Reimbursable Expenses are in addition to the compensation for Basic and Additional Services and include actual expenditures made by the Engineer, his employees, or his professional consultants in the interest of the project as directed and authorized by the Owner. The Engineer shall pay for the cost of printing Construction Documents for the Owner's use and for regulatory agencies' approvals. The Owner will reimburse the Engineer the cost of printing and distribution of all other sets of Construction Documents, over and above the amount of the deposits on same retained by the Engineer, including necessary sets for the Contractor to construct the project. If the Engineer proposes and the Owner agrees to an alternative form of document distribution, such as an electronic format, the Engineer will be reimbursed the direct cost of this method in lieu of the reimbursement described above.

Article 4: Payment to the Engineer

Payments on account of Engineer's Services shall be made as follows:

4.1 Basic Services

Upon completion of all Basic Services for each phase as described in Article 2 in accordance with the applicable warranties and terms hereof and submission of all documents to the Owner, payment for the following phases of the Engineer's services will be made in one lump sum; such payments

shall be up to the following percentages of the Engineer's fixed fee, either interim or final, as applicable, which percentages are cumulative:

	<u>Phase %</u>	<u>Cumulative %</u>
Conceptual Design Plan and MDOT Coordination	19%	19%
Preliminary Design plans for the removal of existing thermoplastic taper and edge striping, and placement of new thermoplastic taper and edge striping	20%	39%
Final Design plans HWY 90 at Porter Avenue intersection deceleration and acceleration (auxiliary) lanes, channelizing island, and signage	21%	60%
Construction Administration - Provide administration of the Construction Contract as set forth herein and in the Construction Documents	20%	80%
Traffic evaluation, conceptual geometric design, ROW studies, and identification of potential environmental impacts	20%	100%

THUS, DONE, entered into and signed in the presence of the witnesses whose names are inscribed opposite each respective signature, on and as of this 24th day of May, 2022.

Owner:

BY: 

Kenny Holloway
Mayor

C. H. FENSTERMAKER & ASSOCIATES, L.L.C

BY: 

Angelle Guilbeau
C.H. Fenstermaker & Associates, L.L.C.
Director of Risk Management and Compliance

EXHIBIT - MANPOWER BREAKDOWN

Contract Amount	Description Title/Labor Code	Dax Supervising Engineer	Paul Project Manager /Construction Administrator	Aimsee Engineer	Kimberly/Dianne (PTOE) Engineer	Tanner Engineer Intern	Collin (Traffic) Engineer Intern	Time Line	
								Beginning	Ending
	Use LCG 2022 Rate Table	\$200.00	\$140.00	\$145.00	\$160.00	\$105.00	\$205.00	Total Task Hours Cost	Cost - Budget
00100	Phase I - Conceptual Design Plan and MDOT Coordination	0	2	4	4	8	8	\$3,380.00	\$0.00
\$3,180.00	Conceptual design plans and Mississippi Department of Transportation coordination seeking Project approval.								
00200	Phase II - Improvements to the HWY 90 at Porter Avenue Intersection deceleration and acceleration (auxiliary) lanes, channelizing island and signage	1	2	4	4	8	8	\$3,380.00	\$0.00
\$3,380.00	Preliminary Design plans for the removal of existing thermoplastic taper and edge striping, and placement of new thermoplastic taper and edge striping.								
\$3,380.00	Final Design - HWY 90 at Porter Avenue intersection deceleration and acceleration (auxiliary) lanes, channelizing island, and signage	1	2	4	4	8	8	\$3,380.00	\$0.00
\$3,380.00	Construction Administration - Provide administration of the Construction Contract as set forth herein and in the Construction Documents.	1	2	4	4	8	8	\$3,380.00	\$0.00
00300	Phase III - US HIGHWAY 90 at Porter Avenue Intersection traffic study with "Report of Findings" and conceptual geometric design plan	1	2	4	4	8	8	\$3,380.00	\$0.00
\$3,380.00	Traffic evaluation, conceptual geometric design, ROW studies, and identification of potential environmental impacts								
\$16,700.00	Total Hours:	4	10	20	20	40	40	\$16,700.00	\$0.00
00400	Additional Services (As directed)								
\$7,500.00	Topographic Survey (NTE and as directed by MDOT)							\$7,500.00	\$0.00
\$3,500.00	Traffic data collection (NTE and as directed by MDOT)							\$3,500.00	\$0.00
\$14,400.00	Resident Project Representative (NTE and as directed by MDOT)							\$14,400.00	\$0.00
\$25,400.00	Total Hours:	4	10	20	20	40	40	\$25,400.00	\$0.00
\$42,100.00	Total Hours:	4	10	20	20	40	40	\$42,100.00	\$0.00

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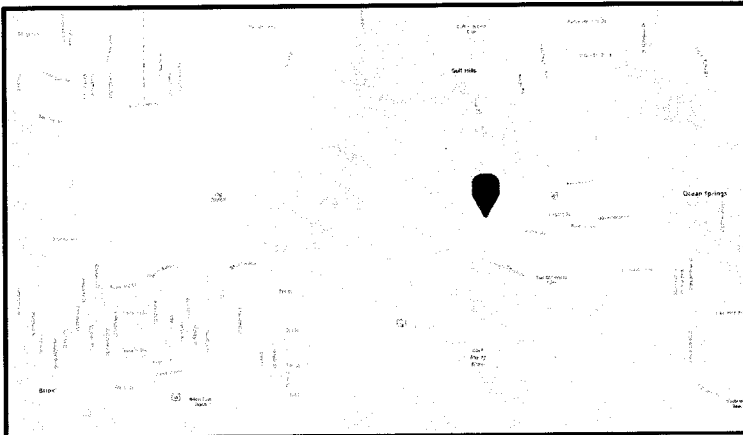
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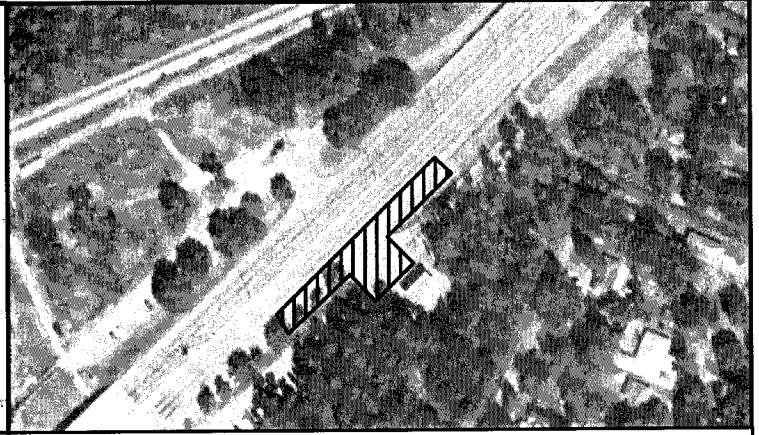
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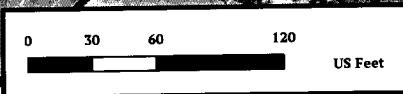
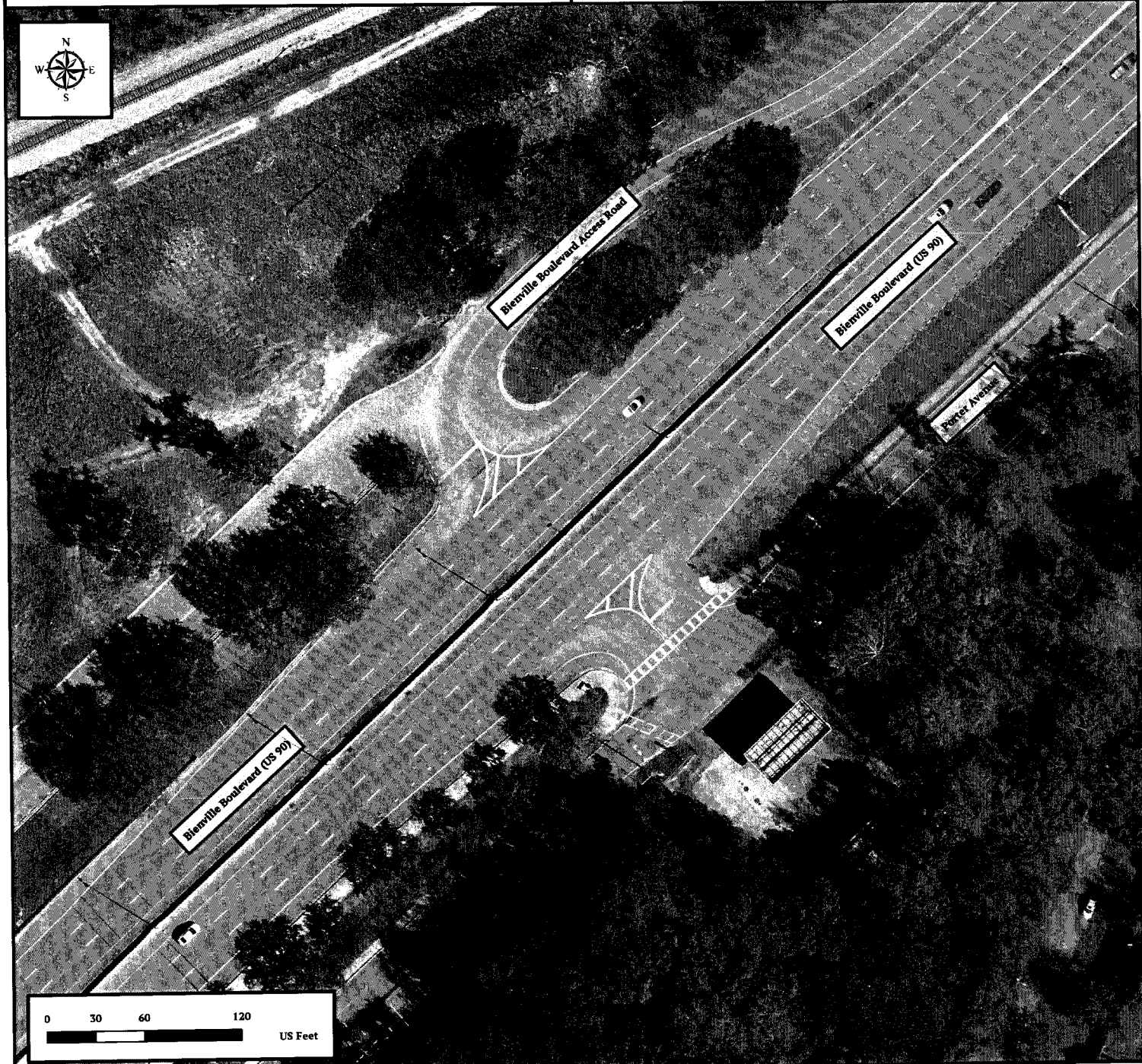
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Porter Avenue Public Access Improvements Proximity Map



Porter Avenue Public Access Improvements Approximate Construction Area



Porter Avenue Public Access Improvements





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MEMORANDUM

To: Honorable Mayor and Board of Aldermen

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

Date: May 17, 2022

**Re: R-109-282-08-KCR – Fort Bayou Area Drainage and Water
Improvements**

**Authorization to Accept Substantial Completion – Graham
Construction Company, Inc.**

The contract for this project was approved as part of the August 17, 2021 Recess Board Meeting. Following several delays, the project has reached Substantial Completion with minor punch list items to be completed.

I respectfully request authorization to execute the attached Substantial Completion Certificate for Graham Construction Company, Inc. for the Fort Bayou Area Drainage and Water Improvement project.

EXHIBIT # 8-r

SUBSTANTIAL COMPLETION CERTIFICATE

Dated: May 4, 2022

Project: Fort Bayou Area Drainage and Water Improvements	Owner: City of Ocean Springs	Contract No.: KCDBG # R-109-282-08
Contract: Fort Bayou Area Drainage and Water Improvements		Date of Contract: August 18, 2021
Contractor: Graham Construction Co., Inc.		Engineer's Project No.: 219-023B
Contractor's Address: P.O. Box 670 Escatawpa, MS 39552		

This definitive Certificate of Substantial Completion applies to:

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

April 28, 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 definitive 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:

N/A

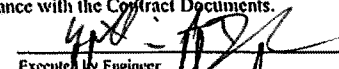
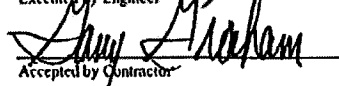
Contractor's Amended Responsibilities:

N/A

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	5/5/22 Date
 Accepted by Contractor	5/5/22 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 Fort Bayou Area Drainage and Water Improvements resulting from an inspection by the City of Ocean Springs, the Contractor, and the Engineer on April 28, 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 Sarah Harris for City of Ocean Springs, Garry Graham for Graham Construction Co., Inc., and Andy Douglass and Todd Foster for Compton Engineering, Inc. (Project Engineer).

2. Items of work to completed or corrected:

- a. Install ramneck to seal inlet top at inlet AI-1. Inlet top moves easily.
- b. Provide additional step at inlet CI-2, CI-7.
- c. Remove dip in curb near CI-2.
- d. Install valve box at new valve at Churchill and Hastings. Currently is only PVC with riser.
- e. Repair leak at southeast of inlet CI-3.
- f. Grout leaks into inlet CI-4.
- g. Clean sand at gutter near inlet CI-5.
- h. Pour invert to shape bottom of inlet CI-5 to drain into pipe. Currently slopes towards corner of inlet. City has waived requirement to pour inverts at other inlets.
- i. Provide concrete donut at water valve near CI-5.
- j. Adjust throat of inlet CI-6 to drain.
- k. Repair leak along south side of inlet CI-6.
- l. Grind asphalt/curb at inlet CI-7 to drain. Remove curb forms.
- m. Sawcut near crack in curb at inlet CI-7.
- n. Repair leak in lid at inlet CI-8 where sand is infiltrating into box.
- o. Grout holes insides of inlet CI-9. Clean debris from inlet.
- p. Coordinate to reset light poles.
- q. Install notches to drain at throat for inlet CI-11.
- r. Clean seam between top and box at CI-10. Install ramneck.
- s. Remove nail near step at CI-10.
- t. Install grout to address gap/leak into inlet CI-12.
- u. Monitor honeycombing and other deficiencies in concrete drain structures during warranty period. Honeycombing observed at inlets CI-7, CI-8, CI-10, CI-11, & CI-12. Additional repair may be needed.
- v. Remove form boards from all inlets. Observed inside inlets CI-6, CI-7, inlet north of CI-9, CI-9, CI-10, CI-12. Check all inlets.
- w. Remove excess plastic from all inlets. Observed inside inlets CI-5, CI-6. Check all inlets.
- x. Clean sand from all pipes and drainage structures.
- y. Perform general cleanup of site debris, including within all pipes and drainage structures.

- z. Monitor grassed areas to ensure grass establishment during warranty period.
- aa. Provide as-built drawings and post-construction video.

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 02921 – HYDROSEEDING

1.6 MAINTENANCE

- 1.6.1 Frequent light irrigation will need to be applied to seeded areas if no natural rain events have occurred within one week of hydroseeding. Water should be applied long enough to moisten the soil thoroughly to the depth of the slurry mulch taking care not to super saturate or wash away the slurry and seed.
- 1.6.2 After seed germination has occurred and plants are visible the frequency of irrigation should be cut back with heavier application rates still making sure not to super saturate or wash away the slurry and seed.
- 1.6.3 Repair all seed washings and erosion.
- 1.6.4 Future fertilization should occur whenever applicable at the recommended rate based on soil analysis with a low Nitrogen fertilizer.

SECTION 02924 – SODDING

0.8 MAINTENANCE

1.8.1 Maintenance Services

- 1.8.1.1 Maintain sodded areas immediately after placement until grass is well established and exhibits a vigorous growing condition two cuttings.
- 1.8.1.2 Mow grass at regular intervals to maintain at a maximum height of 2-1/2 inches. Do not cut more than 1/3 of grass blade at any one mowing.
- 1.8.1.3 Neatly trim edges and hand clip where necessary.
- 1.8.1.4 Immediately remove clippings after mowing and trimming.
- 1.8.1.5 Water to prevent grass and soil from drying out.
- 1.8.1.6 Roll surface to remove minor depressions or irregularities.
- 1.8.1.7 Control growth of weeds. Apply herbicides in accordance with manufacturer's instructions. Remedy damage resulting from improper use of herbicides.
- 1.8.1.8 Immediately replace sod to areas which show deterioration or bare spots.



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MEMORANDUM

TO: OS Mayor and Board of Aldermen

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

DATE: May 17, 2022

RE: Lift Station #68 Force Main Extension Project
Execute Contract with Jay Bearden Construction, Inc.

The Bid Opening for this project was held on March 23, 2022 and the award was approved during the April 19, 2022 Recess meeting. Funding for this activity is being provided by state bond funds. The pre-construction meeting has been held and the contractor is ready to begin work.

I respectfully request authorization for the mayor to execute the contract with Jay Bearden Construction, Inc. in the amount of \$153,950.00.

EXHIBIT # 8-S

**AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between CITY OF OCEAN SPRINGS ("Owner") and
JAY BEARDEN CONSTRUCTION, INC. ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Extension of an existing 8" force main connection to an existing manhole and subsequent lining of manhole.

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Lift Station #68 Sewer Force Main Extension.

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by Brown, Mitchell & Alexander, Inc.
- 3.02 The Owner has retained Brown, Mitchell & Alexander, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Days*
- A. The Work will be substantially completed within 90 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 90 days after the date when the Contract Times commence to run.
- 4.03 *Liquidated Damages*
- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding, the

actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$500.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500.00 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
01505-A	MOBILIZATION	LS	1	\$13,000.00	\$13,000.00
01720-A	CONSTRUCTION LAYOUT	LS	1	\$2,500.00	\$2,500.00
02050-A	REMOVAL OF PAVEMENT (ALL TYPES & THICKNESSES)	SY	265	\$18.00	\$4,770.00
02050-B	SAWCUTTING OF PAVEMENT (ALL TYPES & THICKNESSES)	LF	75	\$10.00	\$750.00
02050-C	FLOWABLE FILL	CY	2	\$350.00	\$700.00
02221-A	SELECT BEDDING MATERIAL	CY (FM)	125	\$65.00	\$8,125.00
02221-B	SELECT FOUNDATION MATERIAL	CY (FM)	15	\$20.00	\$300.00
02234-A	LIMESTONE BASE COURSE, 6" THICK	SY	100	\$12.00	\$1,200.00
02295-A	SILT FENCE	LF	1,500	\$3.00	\$4,500.00
02295-B	STRAW WATTLES	LF	200	\$50.00	\$10,000.00
02525-A	REINFORCED CONCRETE PAVEMENT (6" THICK)	SY	185	\$68.00	\$12,580.00
02575-A	HMA, MT, 12.5 mm (2" THICK)	SY (PM)	75	\$21.00	\$1,575.00
02668-A	16" STEEL CASING (OPEN CUT)	LF	30	\$500.00	\$15,000.00

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
02732-A	8" PVC (DR 26) SEWAGE FORCE MAIN	LF	1,400	\$32.50	\$45,500.00
02732-B	DUCTILE IRON FITTINGS	TON	0.75	\$12,000.00	\$9,000.00
02732-C	CONNECTION OF FORCE MAIN TO EXISTING MANHOLE	EA	1	\$2,000.00	\$2,000.00
02738-A	NON-STRUCTURAL MANHOLE REHABILITATION (150 mils)	VF	45	\$300.00	\$13,500.00
02738-B	REMOVAL OF EXISTING MANHOLE LINER	EA	3	\$600.00	\$1,800.00
02841-A	MAINTENANCE OF TRAFFIC	LS	1	\$3,000.00	\$3,000.00
02931-A	PLANT ESTABLISHMENT (SEEDING)	AC	0.25	\$1,800.00	\$450.00
02931-B	EROSION CONTROL MAT	SY	900	\$3.00	\$2,700.00
02931-C	PLANT ESTABLISHMENT (SOLID SOD)	SY	100	\$10.00	\$1,000.00
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					\$153,950.00

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the ___ day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

- a. Projects with a Contract total amount of less than \$250,000 and no subcontractor:
 - i. Ninety percent (90%) of Work completed (with the balance being retainage).
 - ii. Ninety percent (90%) (with the balance being retainage) of material and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to Owner as provided in Paragraph 15.01 of the General Conditions).
 - b. On projects in which the total Contract Price is \$250,000 or greater or on any Contract with a subcontractor, regardless of amount; 5% shall be retained until the work is at least 50% complete, on schedule and satisfactory in the Engineer's opinion, 50% of the retainage held to date shall be returned to the Prime Contractor for distribution to the appropriate subcontractors and suppliers. After 50% completion, projects of this magnitude shall have a 2.5% retainage provided that the project is on schedule and satisfactory in the Engineer's opinion.
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

7.01 All amounts not paid when due shall bear interest at the rate of 6% per annum.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 8, inclusive).
 - 2. Performance bond (pages 1 to 3, inclusive).
 - 3. Payment bond (pages 1 to 3, inclusive).
 - 4. Other bonds.
 - a. 0 (pages 0 to 0, inclusive).
 - 5. General Conditions (pages 1 to 65, inclusive).
 - 6. Supplementary Conditions (pages 1 to 15, inclusive).
 - 7. Specifications as listed in the table of contents of the Project Manual.
 - 8. Drawings (not attached but incorporated by reference) consisting of 8 sheets with each sheet bearing the following general title: Lift Station #68 Sewer Force Main Extension.
 - 9. Addenda (numbers 1 to 1, inclusive).
 - 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 5, inclusive).

11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 Terms

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 Assignment of Contract

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions – Not Applicable*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary General Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on May 17, 2022 (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

CITY OF OCEAN SPRINGS

JAY BEARDEN CONSTRUCTION, INC.

By: _____

By: _____

Title: _____

Title: _____

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

1018 Porter Avenue

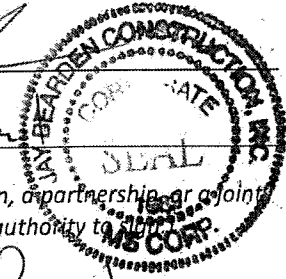
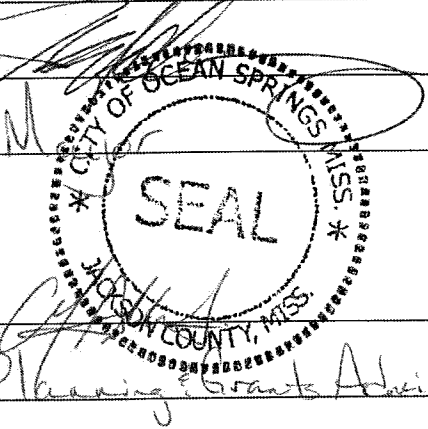
P.O. Box 180428

Ocean Springs, MS 39564

Richland, MS 39218

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

NOTE TO USER: Use in those states or other jurisdictions where applicable or required.





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

1018 Porter Avenue
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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

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Alderman Ward 6

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228.875.2211

Fire Department
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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: OS Mayor and Board of Aldermen

FROM: Carolyn Martin, Planning & Grants Administrator

DATE: May 17, 2022

**RE: MDOT Transportation Improvements Program (TIP) Federal
Surface Transportation Program (STP)
Government Street Improvements – Phase 2
Ratification – Corrected Dollar Amount – Memorandum of
Agreement**

The MOA for the second phase of this project was approved on the May 3rd agenda. However, there was an error in the amount of federal funds listed on the agreement. No other elements of the agreement were incorrect.

The available amount of federal funds is \$506,361.00 with a required match of \$126,590.25, the total amount for this phase will be \$632,951.25.

I respectfully ratification of the attached CORRECTED MOA and proceed with the project in accordance with MDOT's Project Development Manual for Local Public Agencies.

EXHIBIT # 8-1

www.OceanSprings-MS.gov

Memorandum of Agreement

STP-9064-00(011)LPA / 106375-702000
Government Street Sidewalks Phase II
Ocean Springs, Mississippi

This Agreement is made between the Mississippi Transportation Commission, a body Corporate of the State of Mississippi (hereinafter referred to as the "Commission"), acting by and through the duly authorized Executive Director of the Mississippi Department of Transportation ("MDOT") and City of Ocean Springs (hereinafter referred to as the "LPA"), for the purpose of establishing the terms under which the LPA may utilize federal funds to complete the proposed project as described below, effective as of the date of the last execution by the Commission.

WHEREAS, the Commission has oversight responsibility and authority over federal funds that are available for local public agency projects; and

WHEREAS, the LPA intends to develop and construct sidewalk improvements along Government Street; (hereinafter referred to as the "Project"), and the Commission intends to allow the LPA access to available federal funds and manage the Project under the terms and provisions of this Memorandum of Agreement; and

WHEREAS, it is anticipated that approximately \$506,361.00 in federal funds (80% grant match and 20% local match) are available for the construction of the Project, and that the above mentioned federal funds may be rescinded if they are not obligated on or before N/A, and that the above funds are subject to normal rescissions and obligational limitations; and

WHEREAS, the LPA will be responsible for all Project costs over and above the maximum amount of federal funds allocated to the Project by the Commission;

WHEREAS, the Commission and the LPA desire to set forth, by this Agreement, more fully, the agreements of the parties by which the Project will be developed and completed; and

NOW, THEREFORE, for and in consideration of the premises and agreements of the parties as hereinafter contained, the LPA and the Commission enter into this Memorandum of Agreement for the use of the currently available federal funds and any future federal funds that may be allocated to this Project, agree and covenant as follows:

ARTICLE I. DUTIES AND RESPONSIBILITIES

A. The LPA, which is hereby designated as the Local Sponsor for the purposes herein, hereby contracts, covenants and binds itself to the following responsibilities, duties, terms and conditions:

1. The LPA shall immediately designate a full time employee of the LPA as the Project Director, who will serve as the person responsible for completion of all phases of the Project and will coordinate all Project activities with the MDOT District LPA Engineer.

2. The LPA shall promptly follow the procedures set out in the latest online version of the Project Development Manual (PDM) for Local Public Agencies that are necessary for the Project including, but not limited to, project activation, reporting requirements for federal awards (including the single audit), consultant selection, necessary permits, environmental process, preliminary design, right-of-way acquisition, advertisement for and selection of a contractor, construction oversight, and project close out activities.

3. The LPA shall submit to MDOT four (4) complete sets of as-built plans in printed form and the original electronic files in a format that is compatible with Microstation prior to MDOT acceptance. Upon request, MDOT may waive this requirement for selected projects.

4. The LPA shall be responsible for all maintenance and operation of the Project during and after completion so that the federal investment in the Project is preserved. If maintenance is not performed, as appropriate, future federal funds may be withheld for any projects in the jurisdiction of the local agency, or the Commission may seek recovery of federal funds through all available legal actions.

5. The LPA shall follow and abide by any and all federal requirements, specifically, but not limited to, the provisions that no retainage shall be withheld from installment payments to the construction contractor.

6. The LPA agrees that if any act or omission on the part of the LPA causes loss of Federal funding from FHWA or any other source, or any penalty being imposed by the United States of America under the Clean Water Act, 33 U.S.C. § 1251, et seq. or any other provision of law, the LPA will be solely responsible for all additional costs.

7. In compliance with State Law, the LPA shall pay all payments owed to Contractors and Consultants according to the terms of the contract, and in all instances payments shall be made within forty-five (45) days from the day they were due and payable. MDOT reserves the right to withhold reimbursement until adequate proof of payment has been produced by the LPA.

Excepted from this requirement are payments to railroads for any work included in the Project. Payments to railroads, their consultants or contractors, for work included in the Project, may be made by MDOT, at its sole discretion. Payments made by MDOT to railroads, their consultants or contractors shall come from the funds obligated for the Project.

8. The LPA shall be solely responsible for payment of any and all funds required to complete the Project, over and above the available federal funds for the Project.

9. All contracts and subcontracts shall include a provision for compliance with Senate Bill 2988 from the 2008 Session of the Mississippi Legislature entitled "The Mississippi Employment Protection Act," as published in the General Laws of 2008 and codified in the Mississippi Code of 1972, as amended (Sections 71-11-1 and 71-11-3), and any rules or regulations promulgated by the Commission, the Department of Employment Security, the Department of Revenue, the Secretary of State, or the Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1, et seq., Mississippi Code of 1972, as amended) regarding compliance with the Act. Under this Act, the LPA and every sub-recipient or subcontractor shall register with and participate in

a federal work authorization program operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Illegal Immigration Reform and Immigration Responsibility Act of 1996, Public Law 104-208., Division C, Section 403(a); 8 USC, Section 1324a.

10. The LPA will be required to acknowledge MDOT and FHWA in all public relations efforts for the Project including press releases, materials for groundbreaking, ribbon cuttings or other public events and any other public information or media resources by notifying the MDOT Public Affairs Division, via telephone at 601-359-7074 or by electronic mail at comments@mdot.ms.gov. At a minimum, the following example sentence should be included:

"This project was funded (partially) by the Mississippi Department of Transportation and the Federal Highway Administration."

When appropriate, an invitation should be extended to MDOT Public Affairs for the Transportation Commissioner, MDOT Executive Director or other designee to speak at any official public ceremony for this Project.

11. The LPA agrees that if the Project is not kept upon a schedule that meets MDOT guidelines, then the funds allocated to the Project may be rescinded. If the Project funds are rescinded, then the LPA may be required to refund any amounts paid unto the LPA by MDOT. The MDOT guidelines are derived from Title 23, United States Code, Section 102(b) and Title 23, Code of Federal Regulations, Part 630.112(c)(2).

12. The LPA will be required to submit to the District LPA Engineer monthly progress reports through the Notice to Proceed for construction, which shall include, but not be limited to, the work that has been completed that month and the planned work for the upcoming month. The LPA will also provide a project progress schedule that will report project milestones and the target date for the LPA's request for Ad Authority. These project milestones are to be updated once any milestones are missed.

13. The LPA agrees to maintain, and make available to Commission, a sufficient accounting system with proper internal controls and safeguards to prevent fraud and overpayments. The accounting system and its controls should at all times maintain adequate recording and reporting of federal funds received by the LPA. If sufficient internal controls over the LPA's federal funding are not maintained, federal funds may be withheld and future transportation projects will not be considered.

14. The LPA agrees that any planning studies prepared or produced, as part of, or in conjunction with, this Project, shall in no way obligate the Commission to any other terms or conditions other than those stated herein.

15. The LPA, being classified as a lower tier participant in federal funding, certifies, by execution of this agreement, that neither it nor those individuals or entities with which it contracts are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

16. The LPA agrees that it will require that engineering plans prepared for the construction of the Project be signed and sealed by the professional engineer responsible

for preparation of the plans. This requirement applies to the engineer assigned to the Project by a consulting engineering firm under contract to the LPA, or to an engineer that is a full-time, or part-time employee of the LPA. Further, the LPA agrees that it is solely responsible for errors and omissions that occur during Project development or during construction, regardless of any review or oversight activity on the part of MTC/MDOT.

17. The LPA agrees that once construction of the Project has commenced, the LPA is responsible for the Project being completed according to the plans and specifications, addenda or supplemental agreement as amended. The LPA acknowledges and agrees that this responsibility continues after the federal funds provided through MDOT are exhausted.

B. THE COMMISSION WILL:

1. Allow the LPA to design and construct the proposed transportation improvements provided that the design meets with MTC/MDOT and FHWA approval.
2. Approve permit applications that meet with MDOT standards that are necessary to allow the LPA access to the property of the Commission for the purposes of constructing the proposed transportation improvements. The Commission may enter into an appropriate agreement in its discretion.
3. Work with the LPA, through the District LPA Engineer, during the various phases of the work with the goal of producing a project that will be acceptable to the Commission upon completion.
4. Review all submittals in a timely manner, in accordance with the PDM, to allow the Project to progress in an orderly fashion. The review and oversight conducted by MTC does not relieve the LPA from its full responsibility for the proper design and construction of the Project.
5. During the progress of the Project, assist the LPA in obtaining reimbursements of federal funding for any project cost that is eligible for reimbursement.
6. Submit all documents to the Federal Highway Administration (FHWA) when required or requested by the FHWA.
7. At its discretion, make payments directly to railroad companies, their consultants or contractors for work on railroads included in the Project. The payments made shall come from Project funds obligated for the Project.

ARTICLE II. GENERAL PROVISIONS

A. The Commission shall have the right to audit all accounts associated with the Project, and should there be any overpayment by the Commission to the LPA, the LPA agrees to refund any such overpayment within thirty (30) days of written notification. Should the LPA fail to reimburse the Commission, the Commission shall have the right to offset the amount due from any other funds in its possession that are due the LPA on this or any other project, current or future.

B. This Memorandum of Agreement shall be subject to termination at any time upon thirty (30) days written notice by either party. Such notice given by the LPA, shall not, however, cancel any contract made by the LPA that is to further the purpose of this agreement and that is underway at the time of termination. Any construction contract underway shall be allowed to conclude under its own terms. The LPA agrees to bear complete and total, legal and financial responsibility for any such contract. Additionally, funds may be suspended or terminated under the provisions of Section F of this Article.

C. It is understood that this is a Memorandum of Agreement and that more specific requirements for the development and construction of the transportation improvement Project are contained in the Federal Statutes, the Code of Federal Regulations, the Mississippi Code, and the Standard Operating Procedures for MDOT, and other related regulatory authorities. The LPA agrees that it will abide by all such applicable authority.

D. Should the LPA miss the obligation deadline set in this MOU, the Commission reserves the right to refuse to obligate funds for the Project.

E. The Executive Director of MDOT is authorized to withhold federal funds for the Project for failure of the LPA, its consultants, or its contractor to follow the requirements of the Standard Specifications for Road and Bridge Construction, latest edition, or the latest online LPA Project Development Manual.

F. Before federal funds are terminated, the LPA will be notified in writing by the Executive Director of the conditions that make termination of funds imminent. If no effective effort has been made by the LPA, its agents, employees, contractors or subcontractors, to correct the conditions set forth in the Director's notice, within fifteen (15) calendar days after notice is given, the Executive Director may declare the federal funds suspended for the Project and notify the LPA accordingly. The LPA will then have forty-five (45) days in which to correct all conditions of which complaint is made. If all conditions are not corrected within forty-five (45) days, the Executive Director may declare the federal funds for the Project terminated and notify the LPA accordingly. If all conditions are corrected, within the forty-five (45) day period, the LPA will be reimbursed under the terms of this agreement, for all work satisfactorily completed during the forty-five day period.

G. In the event that circumstances call for MDOT to expend staff time and other resources to address issues on the Project, then MDOT time may be charged to the Project. Assessing charges to a project is within the sole discretion of MDOT. Any charges made will impact the amount of funds available to reimburse the LPA, and therefore the LPA's contribution to the Project may increase.

ARTICLE III. NOTICE & DESIGNATED AGENTS

A. For purposes of implementing this section and all other sections of this Agreement with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise indentured in the addenda hereto:

For Contractual Administrative Matters:

COMMISSION:
Executive Director
MDOT
P.O. Box 1850
Jackson, MS 39215-1850
Phone: (601) 359-7002
Fax: (601) 359-7110

LPA:
Kenny Holloway, Mayor
City of Ocean Springs
1018 Porter Avenue
Ocean Springs, MS 39564
Phone: 228-875-6722

For Technical Matters:

COMMISSION:
District LPA Engineer – District 6
MDOT
16499-B Highway 49
Saucier, MS 39574-9740
Phone: 228-832-0682
Fax: 228-831-0681

LPA:
Carolyn Martin, Planning/Grants
City of Ocean Springs
1018 Porter Avenue
Ocean Springs, MS 39564
Phone: 228-230-1969

B. All notices given hereunder shall be by U.S. Certified Mail, return receipt requested, or by facsimile and shall be effective only upon receipt by the addressee at the above addresses or telephone numbers.

ARTICLE IV. RELATIONSHIP OF THE PARTIES

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

B. The Commission executes all directives and orders through the MDOT. The LPA executes all directives and orders pursuant to applicable law, policies, procedures and regulations. All notices, communications, and correspondence between the Commission and the LPA shall be directed to the designated agent shown above in Article III.

ARTICLE V. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

To the extent permitted by law, the Commission and the LPA agree that neither party nor their agents, employees, contractors or subcontractors, will be held liable for any claim, loss, damage, cost, charge or expenditure arising out of any negligent act, actions, neglect or omission caused solely by the other party, its agents, employees, contractors or subcontractors.

ARTICLE VI. MISCELLANEOUS

No modification of this Memorandum of Agreement shall be binding unless such modification shall be in writing and signed by all parties. If any provision of this Memorandum of Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Memorandum of Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

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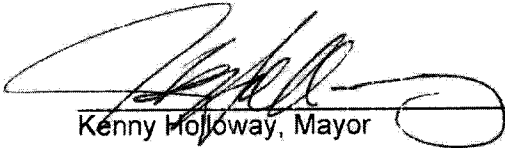
ARTICLE VII. AUTHORITY TO CONTRACT

Both parties hereto represent that they have authority to enter into this Memorandum of Agreement.


This Agreement may be executed in one or more counterparts (facsimile transmission, email or otherwise), each of which shall be an original Agreement, and all of which shall together constitute but one Agreement.

So agreed this the 9th day of May, 2022

City of Ocean Springs


Kenny Holloway, Mayor

Attested:



(Appropriate clerk etc.)

So agreed this the _____ day of _____, 20____.

MISSISSIPPI TRANSPORTATION COMMISSION
By and through the duly authorized
Executive Director

Bradley R. White
Executive Director
Mississippi Department of Transportation

Book _____, Page _____.



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
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Jennifer Burgess
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Planning Department
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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: May 11, 2022

Re: Building Department Reports for April 2022

Dear Mayor and Board:

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

	# Records	Valuation	Total Fees Collected
Building	70	\$2,330,974.38	\$17,647.00
Plumbing	28		\$10,832.59
Mechanical	15		\$1,330.00
Electrical	40		\$1,837.00
Signs	3		\$190.00
Land Work (res)	10		\$300.00
(comm)	0		\$0.00
Golf Carts	57		\$1,140.00
Bonfires	44		\$1,100.00
Other (planning, trees, etc)	24		\$2,631.55
TOTAL	291	\$2,330,974.38	\$37,008.14

EXHIBIT #8-u



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39566-1800

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228.875.8665

DS



5/12/2022

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

Ref: Code violations report through May 12, 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-v

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 May 12, 2022

WARD #1

- 1207 Bristol - 3/17/2022 Reports of exterior sanitation. Mattress, automotive parts, tires, dilapidated/unlicensed vehicle. 3/21/2022 - Sent letter. 3/21/2022 - Condition worsened, took photos. 4/7/2022 - Send 2nd letter. 4/18/2022 - Sent Final Notice. 4/25/2022 - Spoke with resident and sent her a message via text that denoted the remaining violations. Follow-up due 4/28
 - **5/2/2022** - Vehicle gone, radiator, tires and other parts gone. Close.
- 1309 Cornwall - 4/25/2022 Van and trailer parked in the street since 4/20. 4/26/2022 - Sent letter. 5/4/2022 - spoke with owner, request follow up after he preps a place for the trailer.
 - **5/11/2022** - Follow-up due 5/13/2022
- 5313 Culeoka - 4/20/2022 Vehicle left parked in the street, sent letter. 4/25/2022 - Conditions remain.
 - **5/2/2022** - Car gone. Close.
- 5332 Culeoka - 4/22/2022 High grass. 4/26/2022 - Sent letter.
 - **5/2/2022** - Grass cut, close.
- 3412 Hermitage - 10/18/2021 fence down, sent letter. Letter returned. 10/25/2021 - Took photos, tracking down owner/responsible party. 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. 1/12/2022 - Owner has been served. Waiting on court date
 - **2/24/2022** - Status remains unchanged. Waiting on court date.
- 1224 Londonberry - 4/18/2022 - High grass, dilapidated vehicles, overall untidiness. 4/20/2022 - Took photos, sent letter. 4/25/2022 - Grass cut, clutter and vehicles remain.
 - **5/2/2022** - Grass cut, but vehicles remain. Sent 2nd letter.

WARD #2

- 604 Azalea - 5/3/2022 – High grass, and weeds.
 - **5/4/2022** – Sent letter.
- 1250 Fort - 5/3/2022 – High grass, and weeds.
 - **5/4/2022** – Sent letter.
- 1211 Bowen - 4/19/2022 – High grass, limbs and weeds, overall exterior sanitation. 4/20/2022 – Took photos, sent letter. 4/25/2022 – Conditions remain
 - **5/4/2022** – Property clean. Close.
- 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.
- 1311 Government (Salty Peach) - 1/03/2022 Reports of outdoor seating. 1/4/2022 - Darrell met with owner, refused to move tables. Stated he has an agreement with city about renting parking spaces. 1/5/2022 – Emailed Planning dept for any possible concessions that could have possible been made. 1/26/2022 – After confirming with Planning, it is determined that they are in violation. Trying to reach owner. Letter will likely have to be sent. 2/2/2022 – Sent letter. 2/7/2022 – Charges filed with court. 2/11/2022 – More outdoor tables added. Awaiting court date. 4/27/2022 – Met with owner and prosecutor. Owner has agreed to move any and ALL seating, tables and amenities from their outdoor area and will not deviate from the approved site plan. He has agreed to meet with Planning for all future situations. If property is clean and compliant by Friday 4/29, I will drop the charges. If conditions remain, court is set for 5/4.
 - **5/4/2022** – Court date. Owner was present the case with the prosecutor. He agreed within minutes to bring the property into compliance. 5/5/2022 property was compliant. Close.
- 1401 Government - 4/11/2022 – un-approved food trailer on lot.
 - **4/20/2022** – Sent letter.
- 1415 Government (Pleasant's BBQ) - 1/03/2022 Reports of outdoor seating. Met with owner. He said that he has a verbal agreement with the church to utilize their parking during the week. He said that planning told him this would be acceptable if he “replaced” the lost frontal parking. 1/5/2022 - Emailed Planning dept to confirm, and to see if any possible concessions could have possible been made. Received aerial photo of the site plan that does NOT include any parking accommodations or exceptions. 1/26/2022 – After confirmation email from Planning, meeting with owner with email and above mentioned (approved) site plan to clarify any

misunderstandings in bringing this property into compliance. 2/2/2022 – Sent letter. 2/5/2022 – Owner met with planning to review options. 2/24/2022 – emailed planning to check the status of review. 3/7/2022– Spoke with Wade in Planning. No new contact or provisions have been made or attempted. Final Notice sent. 3/21/2022 – Filed charges with court.

- **5/11/2022** – Court date. No-show at court. Judge issued a continuance and summons for owner.
- 1113 LeMarin - 5/3/2022 – High grass, and weeds.
 - **5/4/2022** – Sent letter.
- 238 Lovers Lane – 3/22/2022 – Same neighbor as last five calls about this property came in reporting of chest high grass. 3/24/2022 – Upon inspection, grass is high, but not nearly chest high. Not in violation but will reach out to owner. Close. 3/28/2022 - Owner has permit on file. Reaching out to owner to monitor property. 5/2/2022 – Same neighbor called in another complaint. 5/4/2022 – Letter sent to owner.
 - **5/6/2022** – Letter was returned with updated address from USPS. Letter to be resent.
- 1113 Lover's Lane - 5/3/2022 – Called in report of high grass, and weeds.
 - **5/3/2022** – No such address. Close.
- 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.
- 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

- 106 Arbor Vista - 5/2/2022 – Stack of tires on-site.
 - **5/4/2022** – Sent letter.
- 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.
- 227 Audrey - 4/19/2022 – High grass, sent letter. 4/26/2022 – Conditions remain.
 - **5/2/2022** – Grass cut. Close.
- 431 Bechtel - 3/28/2022 – Garbage cans left at road. 3/29/2022 – Met with neighbor and located building owners. 3/30/2022 – Created sheet to document each building. Located information of each building's owner and made notes of the identifier for each building's cans. 3/30/2022 – Today is trash day, documentation began, follow ups will be added daily to the form. 4/12/2022 - Daily documentation continues. Isolated the two problem buildings (including the problem units). I've reached out to the individual building owners and significant improvement has been made. 4/18/2022 – Letter sent to lone building with issues. 4/25/2022 – Our records were incorrect; the building was sold in January. Located the NEW owner's information and sent letter. 4/26/2022 – Marked improvement. Only one "problem" unit remains. 4/27/2022 – Daily documentation continues. One can remains streetside that is not listed in my daily count, as it is going to be picked up by Waste Pro. Building 5 representative has already reached out to them.
 - **5/12/2022** – Daily documentation continues. "Black 18" is gone. It appears as if the tenants have been notified as the daily problem is down to a trickle.
- 613 Clark - 4/25/2022 – Working being done without going through the proper permitting steps. 4/25/2022 – Issued Stop Work notice for property.
 - **5/2/2022** – Permit obtained, close.
- 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.
 - **5/12/2022** – Vehicle has been observed as unmoved on daily patrols. Still awaiting court date.
- 1 Fleetwood - 5/2/2022 High weeds and grass in back. Neighbor has concerns of snakes.
 - **5/4/2022** – Sent letter.
- 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.
- 250 Holcomb - 4/19/2022 High grass, dilapidated vehicles and exterior sanitation issues. 4/20/2022 – Sent letter. 4/25/2022 – Conditions remain, took new photos. 2/26/2022 – Spoke with owner, She is elderly and putting spouse in nursing home. Requested extension.
 - **4/26/2022** – Agreed to extend to 5/20 due to the scope of the violations.
- 309 Holcomb - 4/20/2022 High grass and exterior sanitation issues.
 - **4/25/2022** – Roll-offs onsite. Property renovation in progress. Monitor.
- 409 Holly - 5/2/2022 Exterior sanitation, grass.
 - **5/4/2022** – Sent letter.
- 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.
- 123 Linda - 5/2/2022 Exterior sanitation/clutter. Boxes in front of house.
 - **5/4/2022** – Sent letter.
- 151 Linda - 5/2/2022 High grass/weeds.
 - **5/4/2022** – Sent letter.
- 231 Linda - 5/2/2022 High grass/weeds.
 - **5/4/2022** – Sent letter.
- 1806 S Railroad - 3/23/2022 Unlicensed/dilapidated vehicle. 3/25/2022 – Sent letter. 4/7/2022 – Sent 2nd letter. 4/18/2022 – Conditions remain. Sent final notice.
 - **5/2/2022** – Car is properly tagged. Close.
- *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.
- 503 Seymour - 3/17/2022 Exterior sanitation/clutter. 3/21/2022 – Sent letter. 3/29/2022 - Spoke with owner. He is offshore until the 15th. Following up 4/18/2022. 4/20/2022 – Conditions remain, sent 2nd letter.
 - **5/2/2022** – Property compliant. Close.
- 108 Sunhaven – 5/2/2022 Exterior sanitation/clutter. Extreme amount of equipment, tools, and other working materials on-site. Multiple mowers and trailers in yard. 5/4/2022 – Sent letter.
 - **5/6/2022** – Reports of business being operated on-site.
- 234 Woodland - 5/2/2022 High grass/weeds.
 - **5/4/2022** – Sent letter.
- 419 Woody - 5/2/2022 High grass/weeds.
 - **5/4/2022** – Sent letter.

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.
- 201 Barbara Cir.-06/29/21 high grass & exterior sanitation, sent letter. 07/13/21 started some yard progress, will continue to monitor. 07/26/21 still making slow progress 9/2/2021 No change. Sending citation. 9/15/2021 Some change, nut still not complete. Will continue to monitor. 9/29/2021 Back yard has high grass again, sent final notice. 10/12/2021 Grass is cut, back yard cleanup seems to be underway. Area near shed and along the side of structure seems to be a new collection area. 10/26/2021 Grass is cut, back yard cleanup seems to be underway. Progress seems to be slowing/stalling. Giving a week to see continued efforts, otherwise will be served notice to appear. 11/10/2021 Progress has halted, and backtracked, it appears as if an unpermitted roof job is going to be taking place. Closely monitoring, in tandem with Darrell. Final notice has been sent. 11/30/2021 Complaint form filed with court. 12/7/2021 – no change on property. It appears as if they have halted the roof job. 12/28/2021 - owner has been served, waiting for court date. 1/12/2022 – Owner has been served, waiting on court date. 3/21/2022 – Owner reached out to me, stating they have been working on the property, requested that I

drive by and reinspect. 3/22/2022 - After re-inspect, contacted owner and gave him a list of remaining violations. Still waiting for court date. 4/27/2022 - Court. Met with owner and prosecutor. Owner no longer resides at the property. Three week continuance was given by the judge (5/25). During the interim I agreed to email a detailed list of bullet point items to owner to be remedied. If they are compliant, I agreed to drop the charges.

- **4/29/2022** - Emailed a list of outstanding violations to the owner as requested. Follow-up 5/23 (and 5/24 if needed)
- 117 Bryant - 5/2/2022 High grass/weeds.
 - **5/4/2022** - Sent letter.
- 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 - Spoke 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 for court date.
- 2709 Brumbaugh - 5/2/2022 Unlicensed vehicle.
 - **5/4/2022** - Sent letter.
- 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.
- 219 Halstead - 4/25/2022 High Grass/weeds. 4/26/2022 - Sent letter.
 - **5/2/2022** - Grass 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.

- 152 Lafayette - 5/2/2022 Nose of trailer/RV in roadway.
 - 5/4/2022 – Sent letter.

- 100 Pecan Park -10/14/2021 Verified that grass is high. But is not currently a code violation. 10/25/2021 high grass, weeds. Dilapidated vehicle on blocks. Photos taken. 10/27/2021 Letter to be mailed. 11/09/2021 Lawn cut, dilapidated vehicle remains. Property appears vacant. 11/30/2021 Letter returned. No utilities to property, dilapidated vehicle remains. Property is vacant. 12/20/2021 Search for owner remains. Property is vacant. 1/10/2022 Sent letter to (deceased) owner's mother for a possible lead to a responsible party.
 - 1/20/2022 - Received email from (deceased) owner's daughter. The property is currently tied up in litigation. Nothing can be done at this time.

- 110 Stennis - 5/2/2022 – Stack of tires on-site.
 - 5/4/2022 – Sent letter.

- 100 Tandy - 5/2/2022 Unlicensed vehicle and dilapidated vehicle.
 - 5/4/2022 – Sent letter.

- 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.

- 426 Whispering Pines 3/29/2022 – Exterior sanitation/ weeds. 3/31/2022 – Letter sent. 4/7/2022 – Sent 2nd letter. 4/20/2022 – Sent Final Notice. 4/25/2022 - 1/4 of front yard is cut (at most), waiting for final inspection date.
 - 5/2/2022 – Owner called and requested extension, feels their weeds are flowers because some have colored buds. Indicated she wants to keep those. I told her if they were flowers or planted she could, but could not have weeds over 11". Follow-up on 5/14.
- 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.
- 106 Winchester - 4/13/2022 High grass, weeds, overgrown vegetation, reports of vermin. 4/14/2022 – Located new address of property owners, sent letter. 4/25/2022 - Property cut, limbs pruned, bushes trimmed and cut off house, weeds cut, no visible violations remain. Monitoring for access points for vermin/wildlife.
 - 5/2/2022 – No *visible* violations remain. Took photos, reviewed with DS. Will continued to monitor for vermin/wildlife.

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.
- 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. 1/3/2021 – 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 – Owner had plea date. Trial date is set for 6/8/2022.

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.
- 5412 Debbie - 4/27/2022 Called in report called piles of limbs and brush in the roadway. Verified on-site, took photos. Sent letter to homeowner, included list of items that Public Works will and will not pick up. 4/27/2022 - Letter sent.
 - **5/11/2022** - Owner called and said it had been picked up. Confirmed. Close.
- 5010 Heritage - 5/2/2022 Large list of property and safety violations. 5/4/2022 - Sent letter to owner.
 - **5/9/2022** - Letter returned; no reason given. Researching owner contact information.
- 4517 Hilltop - 5/2/2022 High grass/weeds. Overgrown lot.
 - **5/4/2022** - Sent 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.
- 4598 Pinehaven - 4/25/2022 Called in report called in of a trash can left by the road. Confirmed on patrol. 4/26/2022 - Letter sent
 - **5/2/2022** - Cans gone. Close.
- 4602 Pinehaven - 4/13/2022 Called in report called in of a trash can left by the road. Confirmed on patrol. 4/14/2022 - Letter sent. 4/25/2022 - Conditions remain. 4/26/2022 - 2nd letter sent.
 - **5/2/2022** - Cans gone. Close.

- 107 Vicksburg - 5/2/2022 High grass/weeds. Dilapidated vehicle.
 - 5/4/2022 – Sent letter.
- “Around 22-28 Whisperwood” - 4/27/2022 Called in report called of roosters roaming the area. Added to daily patrol. Emailed Animal Control.
 - 5/6/2022 – No sign of roosters. Close.

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

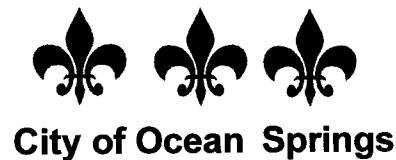
Planning Department
228.875.4415

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: May11, 2022

Re: Tree Applications through May 10, 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) 3813 Cabildo Place
- 2) 414 General Pershing

EXHIBIT # 8-W

www.OceanSprings-MS.gov

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

1) Application for 3813 Cabildo Place

Owner: Joseph & Donna Griffin

Date of application: 04/27/2022

Request: Remove 2 Live Oak trees due to damaging of driveway & house foundation

Building Official Finding:

Recommend APPROVING removal of 2 Live Oaks. Trees have lifted driveway making it impossible to enter backyard through the gate. Property has numerous other Live Oaks.

2) Application for 414 General Pershing Ave

Owner: Pamela Boudoin

Date of application 4/29/2022

Request: Lower 2 very tall magnolia trees on the north boundary, about 9 ft from home that are ensnarled in the powerline, one tree is leaning on the powerline. Just want professional service to lower the 2 trees and I will feed them to bush them back out. (Have already done this a few years back on another tree). Don't want any of my other Magnolias touched.

Also have a Live Oak at the driveway with 2 or 3 dead large limbs that hang over our vehicles & must be removed.

Building Official Finding:

Recommend APPROVING trimming of Magnolia trees that are pushing on the power line. Also recommend trimming of deadwood from Live Oak.

RECEIVED

CITY OF OCEAN SPRINGS
BUILDING/PLANNING DEPARTMENT

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: 04/27/22

Address/Location of Work to be Performed: 3813 Cabildo Pl. Ave

Applicant Information:

Name: Joseph & Donna Griffin Email: joegriffin79@gmail.com

Phone: 228-238-7450 Alt Phone: 228-762-0268

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: _____

Removal of 2 Live Oaks trees due to damaging of drive way and house foundation

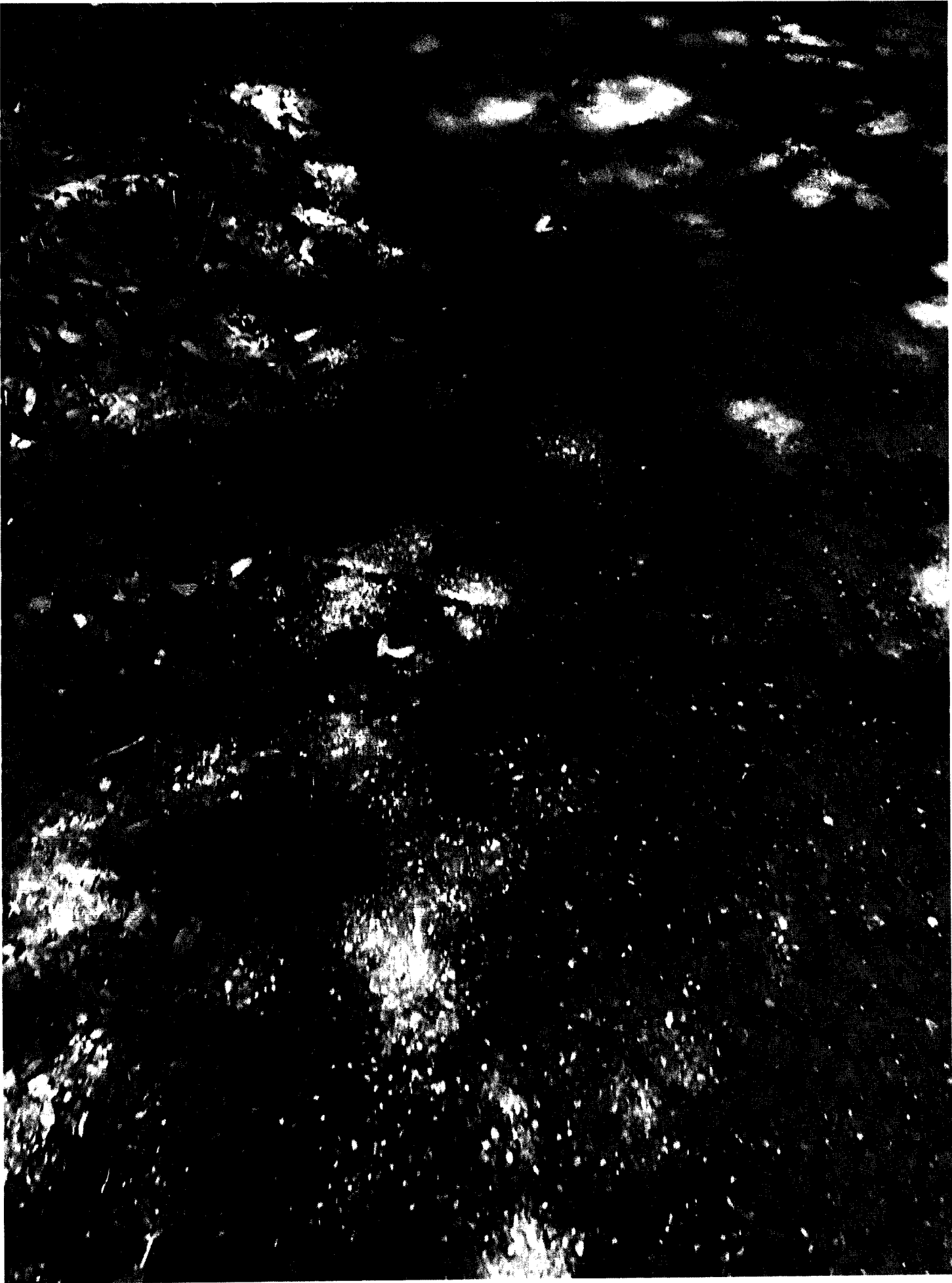
Recommend Approving Removal of 2ea Live Oaks
Trees have lifted Driveway making it
impossible to enter Backyard through the
gate. Property has numerous other Live
Oaks.

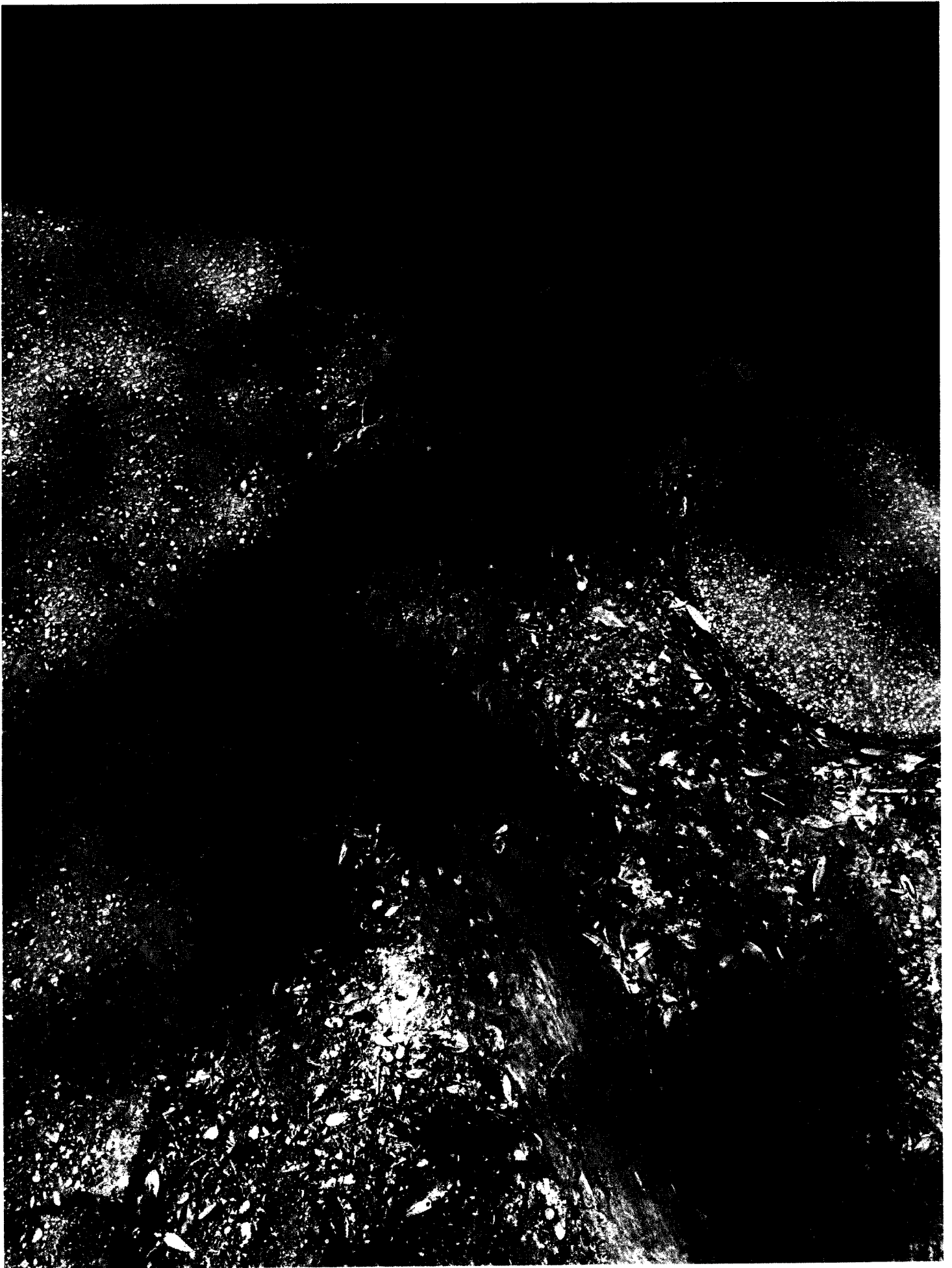
Daniel J. J. J. 5/10/22

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)







City of Ocean Springs Building Department
1018 Porter Avenue, Ocean Springs, MS 39564
228-875-6712

RECEIVED
APR 29 2022

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: 4/29/22

Address/Location of Work to be Performed: 414 General Pershing Ave

Applicant Information:

Name: Pamela Boudoin & Douglas Letoha Email: _____

Phone: 228 355 4616 Alt Phone: _____

Owner Information (if different than applicant):

Name: _____ Email: _____

Phone: _____ Alt Phone: _____

Tree Contractor Information (if applicable):

Name: _____ Email: _____

Phone: _____ Alt Phone: _____

Description of work or alteration to be performed: I HAVE SEVERAL MAGNOLIAS THAT I LOVE BUT 2 VERY TALL MAGNOLIAS ON NORTH BOUNDARY, BUT 9 FT FROM HOUSE ARE ENSNARED IN POWERLINE, ONE TREE (MAGNOLIA) IS LEANING ON POWERLINE, JUST WANT PROFESSIONAL SERVICE TO LOWER THE TWO TREES AND I WILL FEED THEM TO BUSH BACK OUT BELOW THE POWERLINE. (HAVE ALREADY DONE THIS A FEW YEARS BACK ON ANOTHER TREE). DO NOT WANT ANY OF MY OTHER MAGNOLIAS TOUCHED!

THERE IS ALSO A LIVE OAK AT DRIVEWAY WITH 3 OR 3 DEAD, LARGE LIMBS THAT HANG OVER OUR VEHICLES AND MUST BE REMOVED AND 3 DEAD LARGE LIMBS ON PECAN TREE

Thank you

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

- Site Plan for Reference (the site plan must depict where the trees are in relation to the structure(s) and street/driveway)
- The trees referenced in this application have been identified with ribbon (supplied by the City of Ocean Springs Building Department upon request)
- Picture(s) for Reference (All pictures must depict trees already marked with ribbon; if tree is not marked, it will be inelligible for TPC consideration)

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

Paula Bauden AM

4-29-2022

Applicant Signature

(Date)

Office Use Only:

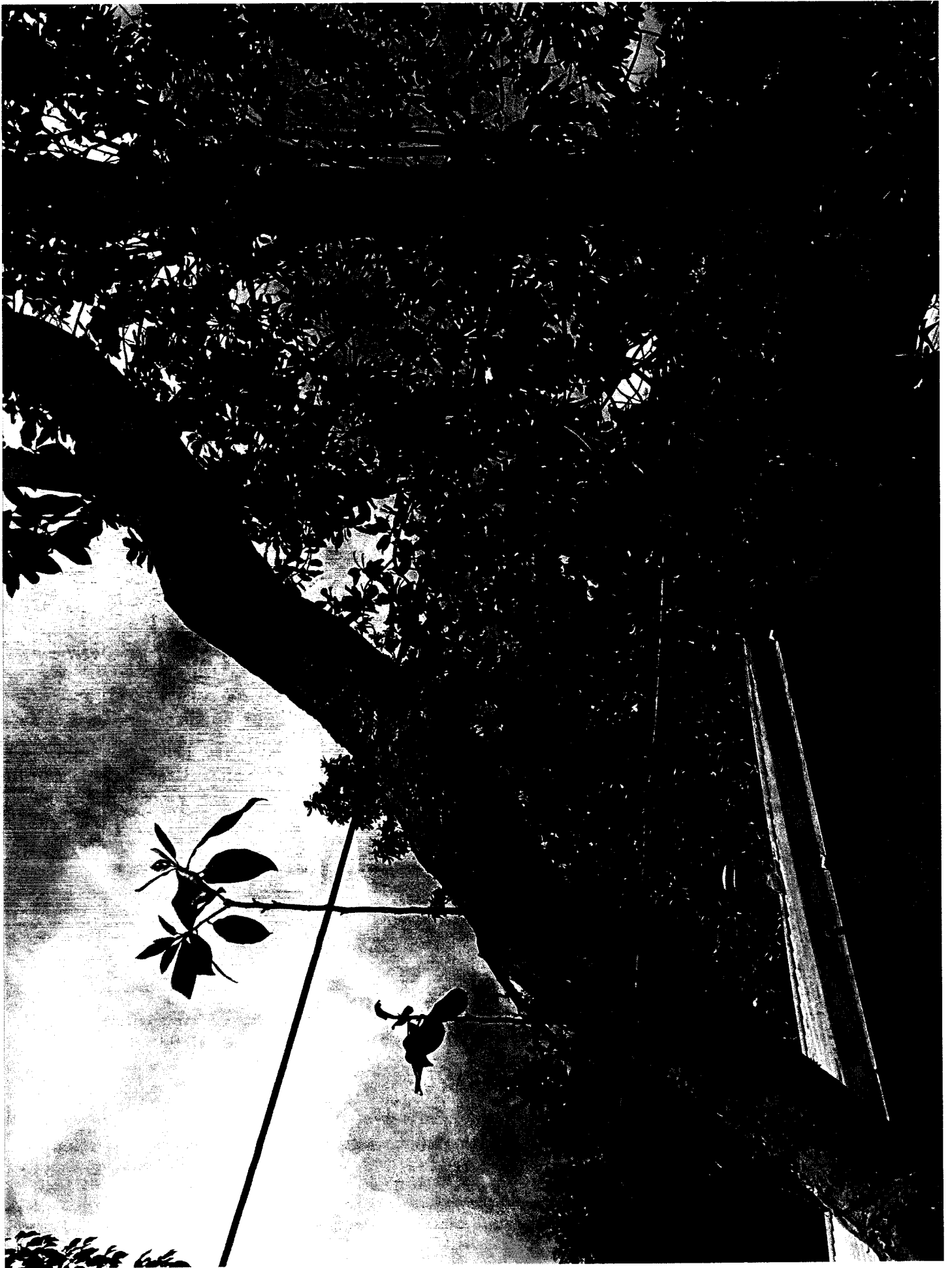
Building Official Findings:

*Recommend Approving trimming of
Magnolia trees that are pushing on
power line. Also Recommend trimming
of dead wood from Live Oak.*

Danell J. Jell

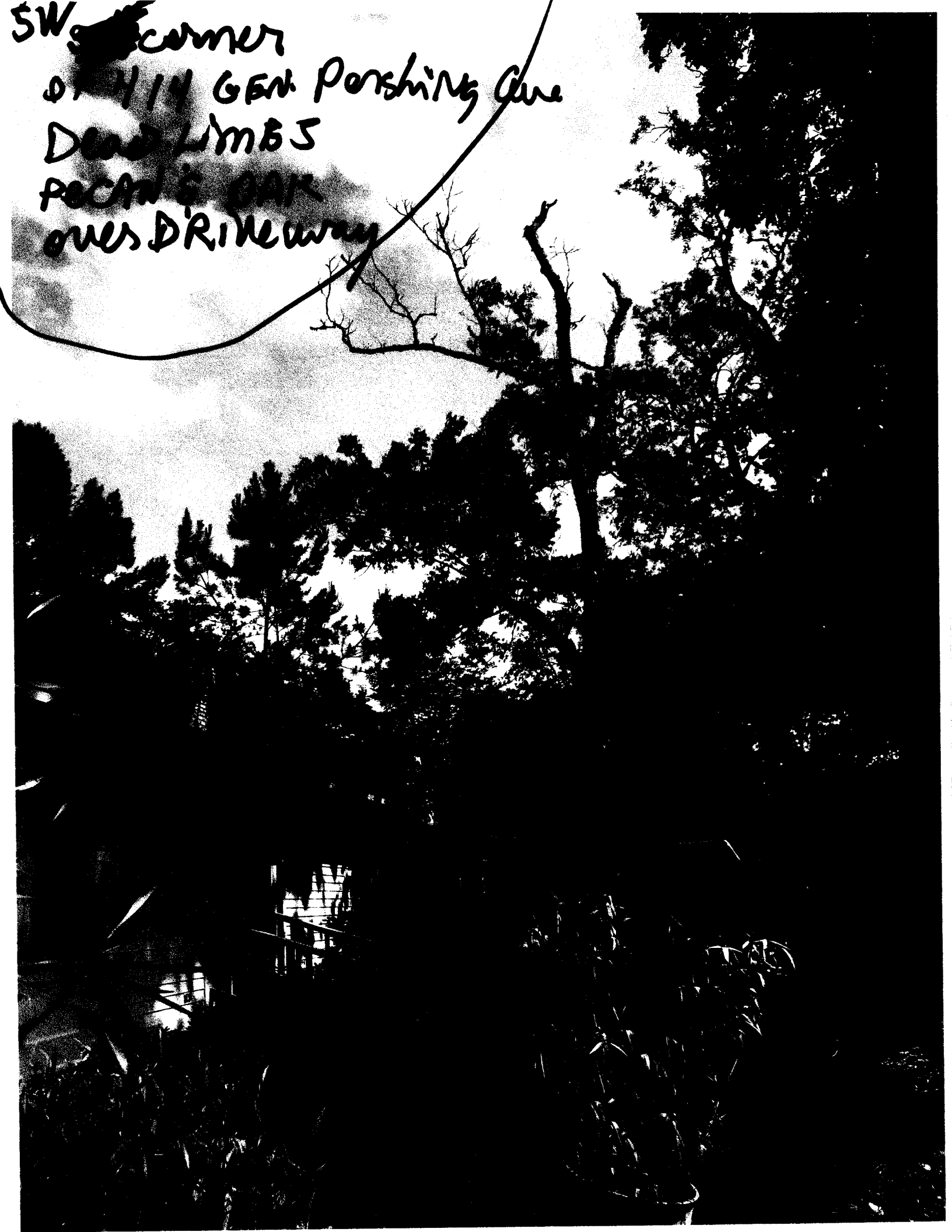
5/10/22

MAYOR AND BOARD OF ALDERMEN AGENDA DATE: _____





SW corner
of 414 Gen Pershing Ave
Dead Limbs
Pecan & Oak
over Driveway





2 N 1/2
of 414
55-100



Department of Environmental Science

UNIVERSITY OF CALIFORNIA



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

DS



City of Ocean Springs

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

**From: Darrell Stringfellow
Building Official**

Date: May 9th , 2022

**Re: Demolition of structure located at 3304
Government St.**

Dear Mayor and Board:

The Building Department has received an application from Eric Creel at Creel Developments for the demolition of the entire structure located at the above referenced address. This structure is in excess of 50 years in age. We have reviewed the application and have no problem in issuing the demolition permit. The Building Department requests permission to move forward granting the permit to the applicant.

EXHIBIT # 8-x

**www.OceanSprings-
MS.gov**



City of Ocean Springs
 Building Department
 1014 Porter Avenue-P.O. Box 1800
 Ocean Springs, MS. 39564
 Phone 228-875-6712

RECEIVED
 MAY 09 2022
 CITY OF OCEAN SPRINGS
 BUILDING/PLANNING DEPARTMENT

RESIDENTIAL BUILDING PERMIT

Date: 5-9-22

Contractor's Name & Business Name Eric Creel "Creel Developments"

Contractor's address 3501 Farrington ct

Contractor's phone no. 228-327-6436 Email creel-eric@yahoo.com

Name of Home Owner Apple Holdings Phone No. 228-596-21144

Is the Home Owner the General Contractor? Yes No

Home Owners Current Address 3304 ~~Forest~~ Government Street

Address of job 3304 Government St

Square footage 1100 Structure Height 15 Ft Total Job Cost \$ 6,500.00

Type of job: New Residence Home Addition Remodel Interior repair

Exterior repair Storage Shed Pool Fence Deck

Demolition Other

Signature of Applicant [Signature] Date 5-9-22

*****FOR OFFICE USE ONLY*****

Zoning & Flood Plain Information

Lot# Subdivision Parcel Id Use Zone

Front Yard Setback Side Yard Setback Rear Yard Setback

Flood Zone DFIRM B.F.E. Required B.F.E.

DFIRM Map/Panel No

Proposed F.F.E. Highest Adjacent Elev. Lowest Adjacent Elev.

Does this project require sub-division of property? Yes No

Date recorded with Jackson County Land Records

Is job located in Historical District? Yes No Date approved by HPC M & B

Variances needed? Yes No Date Approved by Z&A M & B

Notes: House was built in 1957 will need Board Approval

Approved by Date
 Building Official

Approved by Date
 Planning Dept./Historic Committee

Approved by Date
 Public Works

Residential Permit Application Check List

Residential Construction can be permitted by the homeowner for Building, Electrical, and Plumbing but must have a licensed Mechanical contractor. All Residential construction must meet the requirements of the 2018 International Residential Code and all provisions of the 160 mph wind load requirement, 2018 Plumbing Code, 2018 Mechanical Code, and 2017 National Electrical Code. If Natural Gas will be installed in the home the requirements of the 2018 International Fuel Gas Code must be met. Construction in V Zones require foundation designs to be signed and stamped by licensed Engineer. **If Home Owner is acting as the General contractor the Home Owner will be required to sign a Home Owner Affidavit.**

Public Works will review for locations of water and sewer taps and adequate drainage. A work order will be sent to Public Works when application is received to determine tap fee cost.

Deposit and Connection Fee is paid at Water and Sewer Department the same day the standard tap fees are paid (must be separate check).

Historical Districts

If a project is within a historic district, an application for a Certificate of Appropriateness must be filed with the Planning Department. **The application and plan must be reviewed and approved by the Historic Preservation Commission then approved by the Mayor and Board of Aldermen before a building permit for the proposed construction or proposed demolition can be issued.** The Historic Guidelines Booklet may be purchased at the Planning Department for a fee.

For New Construction supply the following:

- 2 Sets** – Specifications and scaled drawings, signed by the author
- 8 ½" X 11"** Site plan showing all setbacks, exterior elevations and Protected Trees (Live Oak, Magnolia, Cedar, Cypress and Sycamore)
- Foundation plan with sizes and specs labeled
- Floor Plan with adequate dimensions
- Adequate details of exterior envelope/structure
- Electrical, Plumbing and Mechanical plan (may be included in the floor plan)
- Storm Water Erosion Control and Tree Preservation & Protection Notice
- MDEQ small construction permit for lots more than 1 acre to less than 5 acres required. Application is available online and/or in the building department office
- Survey
- Water and Sewer Certification Letter from Jackson County Utility Authority must be obtained before permit is issued **(fee payable to JCUA-see JCUA for fee schedule).**

Date revised: 01/27/2020

Application to be reviewed by the Building Official and Public Works

For Additions supply the following:

- 2 sets-Construction Drawings
- Foundation plan with sizes and specs labeled
- Floor Plan with adequate dimensions
- Adequate details of exterior envelope/structure
- Electrical, Plumbing and Mechanical plan (may be included in the floor plan)
- Site Plan showing all setbacks and exterior elevations Reviewed by Building Official and Public Works

If addition includes bathroom:

- Water & Sewer Certification Letter from Jackson County Utility Authority must be obtained before building permit is issued (fee payable to JCUA- see JCUA for fee schedule)

Application to be reviewed by the Building Official and Public Works

***If in a Special Flood Hazard Area (SFHA) the following will be required:

- Three (3) Elevation Certificates (Construction Drawing, Under Construction and Final)
- Non-Conversion Agreement (required in Coastal A and VE Flood Zones)
- Breakaway Wall Certification (required in Coastal A and VE Flood Zones)
- Flood Venting Affidavit
- V-Zone Building Design and Performance Certification (required in VE-Zones and Coastal AE Zones)

For Interior/Exterior Repair, Renovation or Remodel supply the following:

- Complete detailed scope of work

For Storage Shed/Swimming Pools/Decks/Driveways & Fences supply the following:

- Site Plan showing all setbacks and exterior elevations (Reviewed by Building Official and Public Works)
- Foundation plan with sizes and specs labeled, if applicable
- Floor Plan with adequate dimensions, if applicable
- Adequate details of exterior envelope/structure, if applicable

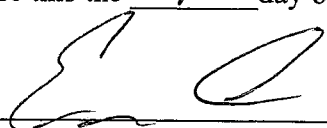
Residential Land Work supply the following:

Complete detailed scope of work (Reviewed by Building Official, Public Works & City Engineer)

I HAVE READ AND COMPLIED FULLY WITH THE ABOVE AND FOREGOING REQUIREMENTS FOR THE SUBMITTAL OF THIS PERMIT APPLICATION.

PROPERTY ADDRESS: 3304 Governor St

My signature this the 9 day of May, 2022 as owner/contractor of the above described property.

Signature 

Date revised: 01/27/2020

ATTENTION:

THE FOLLOWING NOTICES MAY APPLY TO YOUR PERMIT/APPLICATION. PLEASE TAKE NOTE.

❖ EFFECTIVE MARCH 2, 2015

– THERE WILL BE NO SAME-DAY BUILDING PERMITS ISSUED

– ALL PERMIT APPLICATIONS MUST BE APPROVED BY THE BUILDING OFFICIAL AND ALL OTHER APPLICABLE DEPARTMENT SUPERVISORS

– ALL COMMERCIAL BUILDING PERMITS MUST BE PULLED BY A LICENSED CONTRACTOR

❖ EFFECTIVE JUNE 7, 2016

– IF YOU ARE APPLYING FOR A BUILDING PERMIT WHICH WILL INCLUDE ANY INSTALLATION OF WATER FIXTURES, YOU MUST FIRST BRING IN AN APPROVAL LETTER FROM JCUA BEFORE YOUR APPLICATION WILL BE REVIEWED BY THIS DEPARTMENT

❖ EFFECTIVE OCTOBER 1, 2018

– ALL PERMITS ISSUED ARE SUBJECT TO THE 2018 INTERNATIONAL BUILDING CODE, THE 2018 INTERNATIONAL RESIDENTIAL CODE, AND THE 2017 ELECTRICAL CODE PER THE CITY ORDINANCES ADOPTED AUGUST 21, 2018 BY THE MAYOR AND BOARD OF ALDERMEN

– ALL METAL ROOF APPLICATIONS REQUIRE ENGINEER DOCUMENTS REFLECTING THE FOLLOWING:

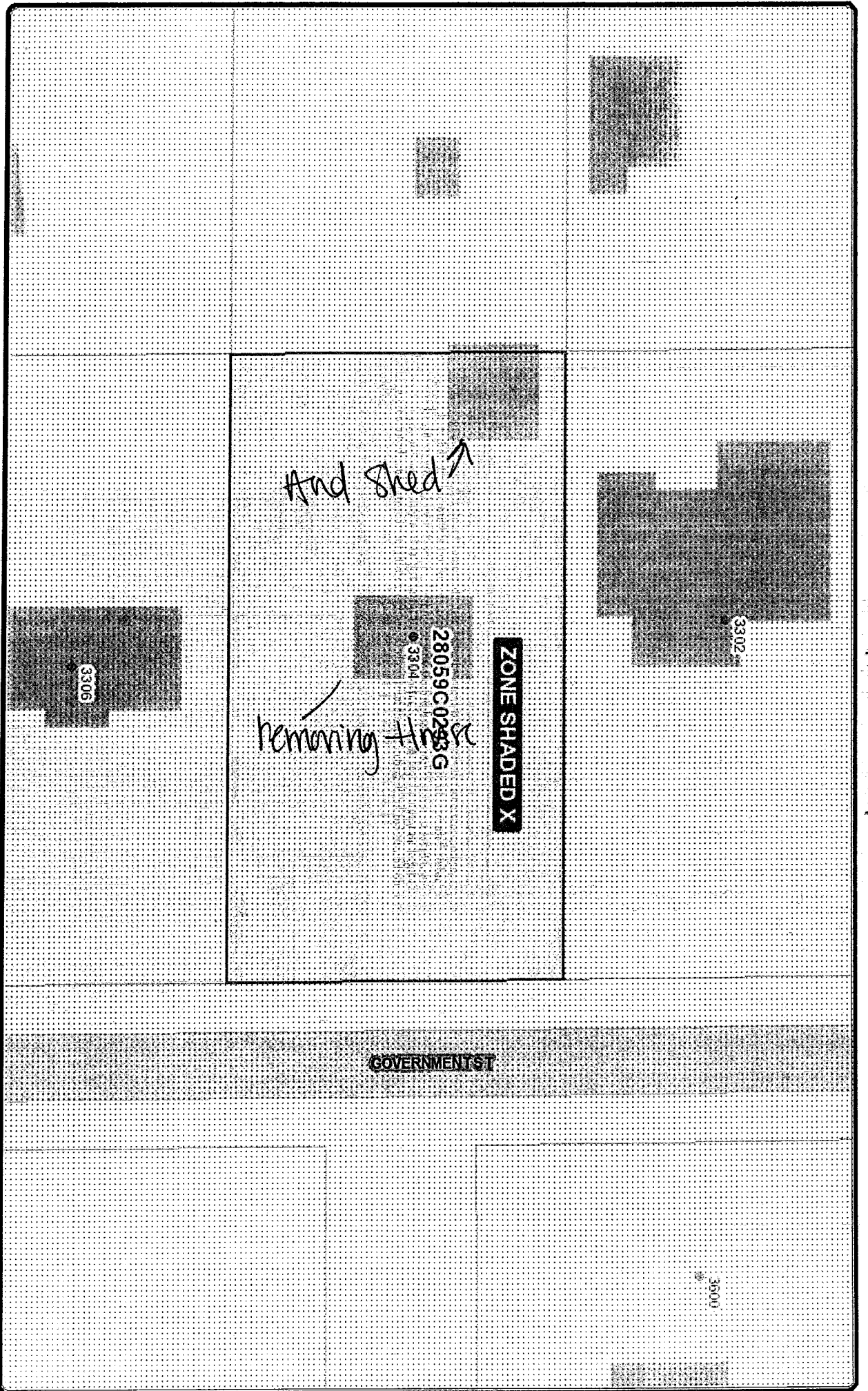
1. MINIMUM 26 GAUGE METAL
2. 160MPH OR GREATER WIND-RATING
3. ENGINEER STAMP FROM THE STATE OF MISSISSIPPI

THESE ARE THE MINIMUM STANDARDS FOR PERMIT SUBMISSION FOR ANY METAL ROOFS WITHIN THE CITY LIMITS; HOWEVER, THE PERMITTING AUTHORITY MAY REQUIRE MORE INFORMATION ON A PER-PERMIT BASIS

❖ PLEASE NOTIFY THE BUILDING DEPARTMENT 24 HOURS IN ADVANCE OF ANY INSPECTIONS YOU REQUIRE. INSPECTIONS ARE NOT GUARANTEED WITHOUT 24-HOUR NOTIFICATION

❖ THERE WILL BE A \$25.00 FEE FOR ALL RE-INSPECTIONS AS PER THE UDC

Date revised: 01/27/2020



ZONE SHADED X

And Shed →

Removing House

28059C0253G

3304

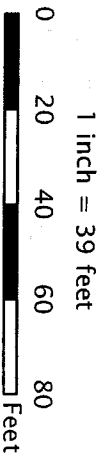
3302

3306

3600

GOVERNMENT ST

May 9, 2022



DISCLAIMER: Every reasonable effort has been made to assure the accuracy of the data presented. The City of Ocean Springs makes no warranties, express or implied, regarding the completeness, reliability or suitability of the site data and assumes no liability associated with the use or misuse of said data. The City retains the right to make changes and update data on this site at anytime, without notification. The parcel data on the base map is used to locate, identify and inventory parcels of land in the City of Ocean Springs for assessment purposes only and is not to be used or interpreted as a legal survey or legal document. Additional data layers not originating in the City's Offices are also presented for informational purposes only. Before proceeding in any legal matter, all data should be verified by contacting the appropriate county or municipal office.



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

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Alderman at Large

Jennifer Burgess
Alderman Ward 1

Rickey Authement
Alderman Ward 2

Kevin Wade
Alderman Ward 3

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and Risk Management
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Parks and Recreation
228.875.8665



City of Ocean Springs

MEMORANDUM

To: Honorable Mayor and Board of Aldermen
From: Ravin Nettles, Executive Assistant
Re: City Logo Update
Section: Mayor – Department Reports
Meeting Date: May 17, 2022

This rebranding effort aims to unify all the city logos and clean up the city's brand. The city's new logo will be updated on all the city's official branding, as well as any future wayfinding signs.

EXHIBIT #9-a



Ocean Springs, MS

Payroll Distribution Register

Earning Expense Account Summary

For Pay Period: 04/16/2022 - 04/29/2022

*5/6/22
check*

Payroll Set: 01-Payroll Set 01

Packet: PYPKT00829-04.16.22 TO 04.29.22 PD 05.06.22

Fund	Account Number	Account Name	Amount
001	<u>001-110-420-0000</u>	SALARIES	\$4,542.60
001	<u>001-120-420-0000</u>	SALARIES	\$2,265.06
001	<u>001-140-420-0000</u>	SALARIES	\$5,213.14
001	<u>001-180-420-0000</u>	SALARIES	\$2,522.96
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	\$7,420.48
001	<u>001-196-420-0000</u>	SALARIES	\$3,099.41
001	<u>001-200-410-0000</u>	SALARY - SCHOOL CROSSING GUARD	\$750.00
001	<u>001-200-420-0000</u>	SALARIES	\$80,881.88
001	<u>001-200-421-0000</u>	SALARIES - AUXILIARY	\$1,921.75
001	<u>001-200-430-0402</u>	OVERTIME PAY	\$4,917.36
001	<u>001-200-430-0403</u>	OVERTIME - DOWNTOWN DETAIL	\$733.75
001	<u>001-200-446-0000</u>	GRANT-FBI O/T	\$845.24
001	<u>001-260-420-0000</u>	SALARIES	\$58,099.08
001	<u>001-260-430-0402</u>	OVERTIME PAY	\$1,567.54
001	<u>001-260-431-0000</u>	HOLIDAY PAY	\$917.76
001	<u>001-300-420-0000</u>	SALARIES	\$2,688.81
001	<u>001-300-430-0402</u>	OVERTIME PAY	\$41.73
001	<u>001-301-420-0000</u>	SALARIES	\$13,308.01
001	<u>001-301-430-0402</u>	OVERTIME PAY	\$355.56
001	<u>001-350-420-0000</u>	SALARIES	\$3,140.95
001	<u>001-351-420-0000</u>	SALARIES	\$4,429.60
001	<u>001-352-420-0000</u>	SALARIES	\$3,724.80
001	<u>001-352-430-0402</u>	OVERTIME PAY	\$232.56
001	<u>001-353-420-0000</u>	SALARIES	\$3,436.80
001	<u>001-550-420-0000</u>	SALARIES	\$24,150.40
001	<u>001-550-420-0003</u>	SALARIES - INSTRUCTORS	\$726.00
001	<u>001-550-422-0000</u>	PARKS PART TIME	\$6,153.63
001	<u>001-550-430-0402</u>	OVERTIME PAY	\$558.07
401	<u>401-300-420-0000</u>	SALARIES	\$11,392.43
401	<u>401-320-420-0000</u>	SALARIES	\$4,696.81
401	<u>401-320-430-0400</u>	CITY DUMP OVERTIME PAY	\$305.88
401	<u>401-320-430-0402</u>	OVERTIME PAY	\$113.04
401	<u>401-320-430-0403</u>	OVERTIME - WEEKEND TRASH PICKUP	\$667.34
401	<u>401-705-420-0000</u>	SALARIES	\$1,902.40
401	<u>401-710-420-0000</u>	SALARIES	\$5,380.01
401	<u>401-710-430-0402</u>	OVERTIME PAY	\$357.34
401	<u>401-750-420-0000</u>	SALARIES	\$7,330.40
401	<u>401-750-430-0402</u>	OVERTIME PAY	\$2,160.57
401	<u>401-751-420-0000</u>	SALARIES	\$9,423.20
401	<u>401-751-430-0402</u>	OVERTIME PAY	\$286.89
Earnings Expense Account Summary Totals			\$287,219.85



Ocean Springs, MS

Payroll Distribution Register

Accounts Payable Posting Recap

For Pay Period: 04/16/2022 - 04/29/2022

Payroll Set: 01-Payroll Set 01

Packet: PYPKT00829-04.16.22 TO 04.29.22 PD 05.06.22

	Deduction	Contribution	Employer Total
Posted			
Regular Payable Process			
Federal W/H - Federal Income Tax Withholding	\$17,137.57		\$17,137.57
FLEX CHILD - CHILD CARE	\$96.00		\$96.00
FLEX MEDICAL - MEDICAL	\$1,092.68		\$1,092.68
MC - Medicare	\$3,967.17	\$3,967.17	\$7,934.34
PERS - RETIREMENT	\$25,068.05	\$48,464.85	\$73,532.90
PERS RETIREE - RETIREE RETIREMENT		\$207.06	\$207.06
SS - Social Security	\$16,963.36	\$16,963.36	\$33,926.72
State W/H - State Income Tax Withholding	\$8,514.00		\$8,514.00
TSA - TSA DEFERRED COMPENSATION	\$1,879.70		\$1,879.70
Total Regular Payable Process	\$74,718.53	\$69,602.44	\$144,320.97
Total Posted	\$74,718.53	\$69,602.44	\$144,320.97
Not Posted			
3 MEDICAL (C) - NON-HEALTH SINGLE	\$1,350.00	\$6,908.76	\$8,258.76
30 AFLAC - AFLAC	\$382.43		\$382.43
31 AFLAC (C) - AFLAC (C)	\$400.23		\$400.23
41 AFLAC - GROUP ACCIDENT (C)	\$391.02		\$391.02
42 AFLAC - GROUP CRITICAL ILLNESS (N)	\$199.53		\$199.53
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	\$1,969.50	\$6,873.36	\$8,842.86
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	\$855.00	\$4,342.40	\$5,197.40
83 MEDICAL (C) - HEALTHY FAMILY	\$1,644.50	\$7,198.36	\$8,842.86
CHILD SUPPORT (2 CKS - CHILD SUPPORT (2 CKS) 60	\$1,214.66		\$1,214.66
DENTAL (C) - DENTAL	\$3,103.82		\$3,103.82
DUE FROM EMPLOYEE 26 - DUE FROM EMPLOYEE ALL CHECKS 126	\$1,030.95		\$1,030.95
LEGAL SHIELD - LEGAL SHIELD	\$37.90		\$37.90
LOCKARD BIWEEKLY - BI WEEKLY 57		\$5,075.00	\$5,075.00
MUTUAL OF OMAHA BI - MOO LIFE INSURANCE BI-WEEKLY	\$655.78		\$655.78
ROTH - IRA - ROTH - IRA	\$200.00		\$200.00
UNITED WAY - UNITED WAY	\$31.00		\$31.00
VISION - VISION C)	\$559.96		\$559.96
WOODMAN LIFE - WOODMAN LIFE	\$34.15		\$34.15
Total Not Posted	\$16,545.93	\$49,579.37	\$66,125.30
AP Recap Totals	\$91,264.46	\$119,181.81	\$210,446.27



Expense Approval Report

By Vendor Name

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: 04785 - ACE HARDWARE OF OCEAN SPRINGS					
ACE HARDWARE OF OCEAN S	22206452	05/17/2022	lock pass, pex adapter, elbows, couplings bushings	001-550-630-0000	39.19
ACE HARDWARE OF OCEAN S	22206891	05/17/2022	ML CNNTR EVOPEX 3/4 X 3/4"	001-550-630-0000	6.29
ACE HARDWARE OF OCEAN S	22206892	05/17/2022	SHARKBITE CONN 3/4" M LF	001-550-630-0000	7.73
ACE HARDWARE OF OCEAN S	22207107	05/17/2022	HOUSE KEY SC4 PK/250	001-550-630-0000	5.38
ACE HARDWARE OF OCEAN S	22207365	05/17/2022	STORM SAW BLADE 1 1/4" & BM 1.75"	001-550-630-0000	27.88
ACE HARDWARE OF OCEAN S	22209032	05/17/2022	CAULK ALEX FDRY WH10.1 OZ	001-550-630-0000	20.65
ACE HARDWARE OF OCEAN S	22209822	05/17/2022	paint for Fort Maurepas	001-550-560-0000	220.45
ACE HARDWARE OF OCEAN S	22210152	05/17/2022	C+K EXT P&P SG UWV 1 GAL & JUMBER KTR S/F RLR	001-550-630-0000	50.38
ACE HARDWARE OF OCEAN S	22212041	05/17/2022	MASTERLOCK (6)	001-550-630-0000	55.86
ACE HARDWARE OF OCEAN S	22214392	05/17/2022	ACE RSTP SPRY BBQBLK 15 OZ	001-550-630-0000	20.55
ACE HARDWARE OF OCEAN S	22214450	05/17/2022	WELDTEC SHIP AUGER 3/4"	001-550-630-0000	30.59
ACE HARDWARE OF OCEAN S	22215939	05/17/2022	HILLMAN FASTENERS (32)	001-550-630-0000	10.24
ACE HARDWARE OF OCEAN S	22216465	05/17/2022	HILLMAN FASTENERS (29)	001-550-630-0000	14.50
ACE HARDWARE OF OCEAN S	22216467	05/17/2022	HOUSE KEY SC4 250/PK, DUCT TAPE, TWINE	001-550-630-0000	29.35
Vendor 04785 - ACE HARDWARE OF OCEAN SPRINGS Total:					539.04
Vendor: 04580 - AGJ SYSTEMS & NETWORKS INC					
AGJ SYSTEMS & NETWORKS I	95803	05/17/2022	DISPLAY ADAPTER FOR PATROL MONITOR	001-200-500-0000	12.00
Vendor 04580 - AGJ SYSTEMS & NETWORKS INC Total:					12.00
Vendor: 04900 - AGRI-AFC, LLC HATTIESBURG					
AGRI-AFC, LLC HATTIESBURG	1333015	05/17/2022	top choice pesticide for 57 sports complex	001-550-543-0000	4,944.00
Vendor 04900 - AGRI-AFC, LLC HATTIESBURG Total:					4,944.00
Vendor: 03536 - AIRGAS GULF STATES, INC.					
AIRGAS GULF STATES, INC.	9988113429	05/17/2022	Bottle charges, etc	001-350-635-0000	334.29
AIRGAS GULF STATES, INC.	9125583184	05/17/2022	Bottle charges, etc	001-350-635-0000	805.71
Vendor 03536 - AIRGAS GULF STATES, INC. Total:					1,140.00
Vendor: 02175 - ALABAMA MEDIA GROUP					
ALABAMA MEDIA GROUP	0010305092	05/17/2022	PUBLIC HEARING 1115/1117 VERMONT AV	001-190-610-0000	22.68
ALABAMA MEDIA GROUP	0010305094	05/17/2022	PUBLIC HEARING 1015 LAFONTAINE	001-190-610-0000	23.04
ALABAMA MEDIA GROUP	0010305096	05/17/2022	PUBLIC HEARING 1015 LAFONTAINE	001-190-610-0000	22.44
ALABAMA MEDIA GROUP	0010308183	05/17/2022	PUBLIC HEARING STR PERMIT	001-190-610-0000	24.48
ALABAMA MEDIA GROUP	0010308774	05/17/2022	INVITATION TO BID PARKTOWN DRAINAGE	001-140-610-0000	384.12
Vendor 02175 - ALABAMA MEDIA GROUP Total:					476.76
Vendor: 02751 - AMANDA MOSER					
AMANDA MOSER	INV0013925	05/17/2022	MEALS - KEEP MS BEAUTIFUL	001-190-605-0607	4.81
AMANDA MOSER	INV0013925	05/17/2022	MILEAGE - KEEP MS BEAUTIF	001-190-605-0607	210.42
Vendor 02751 - AMANDA MOSER Total:					215.23
Vendor: 00281 - AMERICAN PLANNING ASSOCIATION					
AMERICAN PLANNING ASSOCI	043792-2243	05/17/2022	APA Membership Category C	001-190-686-0000	221.00
AMERICAN PLANNING ASSOCI	043792-2243	05/17/2022	AICP Membership Category C	001-190-686-0000	115.00
AMERICAN PLANNING ASSOCI	043792-2243	05/17/2022	Mississippi Chapter	001-190-686-0000	44.00
Vendor 00281 - AMERICAN PLANNING ASSOCIATION Total:					380.00

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: 05962 - ARISTA INFORMATION SYSTEMS, INC					
ARISTA INFORMATION SYSTE	INV-AIS-0005297	05/17/2022	WATER BILL PDF APRIL 2022	401-710-606-0000	135.10
ARISTA INFORMATION SYSTE	INV-AIS-0005297	05/17/2022	WATER BILL PRINTING APRIL 2022	401-710-606-0000	1,021.20
ARISTA INFORMATION SYSTE	INV-AIS-0005297	05/17/2022	WATER BILL POSTAGE APRIL 2022	401-710-606-0000	3,214.37
Vendor 05962 - ARISTA INFORMATION SYSTEMS, INC Total:					4,370.67
Vendor: 02521 - ARROW LANDSCAPE DESIGNS LLC					
ARROW LANDSCAPE DESIGNS	002	05/17/2022	Citywide grass cutting/maintenance (March - Sept)	001-301-600-0601	2,070.00
Vendor 02521 - ARROW LANDSCAPE DESIGNS LLC Total:					2,070.00
Vendor: 05742 - AT&T					
AT&T	INV0013926	05/17/2022	PD SPECIAL ASSEMBLY 662 M71-4327 001 0590	001-200-612-0000	204.00
Vendor 05742 - AT&T Total:					204.00
Vendor: 00317 - AUTO AIR OF D'IBERVILLE INC					
AUTO AIR OF D'IBERVILLE INC	D88924	05/17/2022	trash truck #123 air repair	401-320-630-0000	630.00
Vendor 00317 - AUTO AIR OF D'IBERVILLE INC Total:					630.00
Vendor: 00943 - AUTO TRUCK & TRAILER PARTS INC					
AUTO TRUCK & TRAILER PART	297308	05/17/2022	Trailer #8 axle	001-301-563-0000	250.00
Vendor 00943 - AUTO TRUCK & TRAILER PARTS INC Total:					250.00
Vendor: 01224 - BAILEY LUMBER AND SUPPLY CO					
BAILEY LUMBER AND SUPPLY	2383897	05/17/2022	replacing wood at Clay Boyd	001-550-630-0000	95.10
BAILEY LUMBER AND SUPPLY	2384100	05/17/2022	1 door for little children park	001-550-560-0000	560.00
BAILEY LUMBER AND SUPPLY	2390072	05/17/2022	replacing wood at Clay Boyd	001-550-630-0000	220.69
BAILEY LUMBER AND SUPPLY	2430612	05/17/2022	replacing wood at Clay Boyd	001-550-630-0000	39.90
BAILEY LUMBER AND SUPPLY	2440465	05/17/2022	concrete for Trentwood	001-550-630-0000	257.64
BAILEY LUMBER AND SUPPLY	2444718	05/17/2022	replacing wood at Clay Boyd	001-550-630-0000	104.88
Vendor 01224 - BAILEY LUMBER AND SUPPLY CO Total:					1,278.21
Vendor: 01306 - BILOXI PAPER CO INC					
BILOXI PAPER CO INC	420990	05/17/2022	Kitchen Towels 30/ct 2542	001-550-510-0000	56.80
BILOXI PAPER CO INC	420990	05/17/2022	H Duty Black Force Cup Plunger #0482	001-550-510-0000	52.00
Vendor 01306 - BILOXI PAPER CO INC Total:					108.80
Vendor: 02649 - BLANE GEHL					
BLANE GEHL	INV0013927	05/17/2022	SPRING BASKETBALL SCOREKEEPING 4/29/22	001-550-688-0000	18.00
Vendor 02649 - BLANE GEHL Total:					18.00
Vendor: 04540 - BROWN, MITCHELL & ALEXANDER, INC					
BROWN, MITCHELL & ALEXAN	24496	05/17/2022	GENERAL ENGINEERING APRIL 2022	001-120-600-0612	2,024.00
BROWN, MITCHELL & ALEXAN	24497	05/17/2022	LIFT STATION #68 SEWER FM OUTFALL RELOCATION	001-001-053-0008	1,145.50
BROWN, MITCHELL & ALEXAN	24498	05/17/2022	OS ROAD PHASE I	308-330-911-0001	599.00
Vendor 04540 - BROWN, MITCHELL & ALEXANDER, INC Total:					3,768.50
Vendor: 06070 - BUTLER SNOW, LLP					
BUTLER SNOW, LLP	10336964	05/17/2022	CONTINUING DISCLOSURE FY 2021	008-650-600-0600	3,000.00
Vendor 06070 - BUTLER SNOW, LLP Total:					3,000.00
Vendor: 03204 - C SPIRE WIRELESS					
C SPIRE WIRELESS	INV0014002	05/17/2022	CELL PHONE CHARGES	001-110-611-0000	35.75
C SPIRE WIRELESS	INV0014002	05/17/2022	MAYOR CELL PHONE	001-120-611-0000	107.25
C SPIRE WIRELESS	INV0014002	05/17/2022	CITY CLERK CELL PHONE	001-140-611-0000	35.75
C SPIRE WIRELESS	INV0014002	05/17/2022	HUMAN RESOURCE CELL PHONE	001-180-611-0000	35.75
C SPIRE WIRELESS	INV0014002	05/17/2022	BLDG DEPT CELL PHONE	001-191-611-0000	107.25
C SPIRE WIRELESS	INV0014002	05/17/2022	CELL PHONE CHARGES	001-200-611-0000	1,340.29

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
C SPIRE WIRELESS	INV0014002	05/17/2022	CELL PHONE CHARGES	001-260-611-0000	70.08
C SPIRE WIRELESS	INV0014002	05/17/2022	CELL PHONE CHARGES	001-300-611-0000	71.50
C SPIRE WIRELESS	INV0014002	05/17/2022	CELL PHONE CHARGES	001-301-611-0000	57.12
C SPIRE WIRELESS	INV0014002	05/17/2022	CELL PHONE CHARGES - T. JONES	001-351-611-0000	21.37
C SPIRE WIRELESS	INV0014002	05/17/2022	CELL PHONE CHARGES - S. FARNSWORTH	001-352-611-0000	35.75
C SPIRE WIRELESS	INV0014002	05/17/2022	DRAINAGE CALL OUT PHONE	001-352-611-0000	21.37
C SPIRE WIRELESS	INV0014002	05/17/2022	CELL PHONE CHARGES	001-550-611-0000	164.37
C SPIRE WIRELESS	INV0014002	05/17/2022	CELL PHONE CHARGES	401-710-611-0000	71.50
C SPIRE WIRELESS	INV0014002	05/17/2022	WATER TABLET	401-750-611-0000	34.33
C SPIRE WIRELESS	INV0014002	05/17/2022	WATER DEPT CELL PHONE	401-750-611-0000	57.12
C SPIRE WIRELESS	INV0014002	05/17/2022	CELL PHONE CHARGES	401-751-611-0000	71.50
C SPIRE WIRELESS	INV0014002	05/17/2022	SEWER TABLET	401-751-611-0000	34.33
Vendor 03204 - C SPIRE WIRELESS Total:					2,372.38
Vendor: 00083 - CENTER POINT ENERGY-ENTEX					
CENTER POINT ENERGY-ENTE	INV0013928	05/17/2022	3086932-5 / 1226 BIENVILLE BLVD	001-260-625-0000	40.51
CENTER POINT ENERGY-ENTE	INV0013929	05/17/2022	7455154-0 / 1018 PORTER AVE A	001-140-625-0000	39.50
CENTER POINT ENERGY-ENTE	INV0013930	05/17/2022	9069605-5 / 3820 BIENVILLE BLVD	001-260-625-0000	82.81
CENTER POINT ENERGY-ENTE	INV0013931	05/17/2022	3068913-7 / 720 PINE DRIVE	401-751-625-0000	29.43
CENTER POINT ENERGY-ENTE	INV0013932	05/17/2022	3074142-5 / 724 PINE DR	001-301-625-0000	67.72
CENTER POINT ENERGY-ENTE	INV0013933	05/17/2022	7984165-6 / 405 HALSTEAD R	001-301-625-0000	29.43
CENTER POINT ENERGY-ENTE	INV0013935	05/17/2022	3062130-4 / 1409 MIDDLE AV	001-550-625-0000	29.43
CENTER POINT ENERGY-ENTE	INV0013936	05/17/2022	6400415252-2 / 400 ALICE ST	001-550-625-0000	34.72
CENTER POINT ENERGY-ENTE	INV0013937	05/17/2022	7984159-9 / 1018 PORTER AVE B	001-301-625-0000	29.43
CENTER POINT ENERGY-ENTE	INV0013938	05/17/2022	6400671646-4 / 1612 GOV'T ST (HEADSTART)	551-551-625-0000	128.15
CENTER POINT ENERGY-ENTE	INV0013939	05/17/2022	8394283-9 / 1600 GOV'T ST	001-196-625-0000	31.43
CENTER POINT ENERGY-ENTE	INV0013940	05/17/2022	6400671650-6 / 710 MAGNOLIA AVE	001-550-625-0000	29.43
CENTER POINT ENERGY-ENTE	INV0013941	05/17/2022	6400671651-4 / 611 MAGNOLIA AVE	551-551-625-0000	64.68
CENTER POINT ENERGY-ENTE	INV0013942	05/17/2022	3049204-5 / 512 WASHINGTON AVE	001-194-625-0000	29.43
CENTER POINT ENERGY-ENTE	INV0013943	05/17/2022	3049209-4 / 516 WASHINGTON AVE	001-193-625-0000	29.43
CENTER POINT ENERGY-ENTE	INV0013944	05/17/2022	6537669-1 / 503 DEWEY AVE GENERATOR	001-200-625-0000	29.43
CENTER POINT ENERGY-ENTE	INV0013945	05/17/2022	3049226-8 / 1018 PORTER AV	001-140-625-0000	29.43
CENTER POINT ENERGY-ENTE	INV0013946	05/17/2022	3137039-8 / 2830 GOV'T STREET	001-260-625-0000	40.51
CENTER POINT ENERGY-ENTE	INV0013947	05/17/2022	9369075-8 / 3810 BIENVILLE BLVD	001-200-625-0000	110.01
Vendor 00083 - CENTER POINT ENERGY-ENTEX Total:					904.91
Vendor: 00039 - CENTRAL PIPE SUPPLY, INC.					
CENTRAL PIPE SUPPLY, INC.	S100286028.005	05/17/2022	LF brass STD bushing threaded 2" X 3/4"	401-750-571-0000	145.50
CENTRAL PIPE SUPPLY, INC.	S100286028.006	05/17/2022	Ford brass tee 3/4" CTS X CTS X CTS	401-750-571-0000	881.64
CENTRAL PIPE SUPPLY, INC.	S100289916.003	05/17/2022	Cherne Gripper Test Plug 6"	401-751-571-0000	126.05
Vendor 00039 - CENTRAL PIPE SUPPLY, INC. Total:					1,153.19
Vendor: 02710 - CHAD SULLIVAN					
CHAD SULLIVAN	INV0013962	05/17/2022	SIMPLE SPANISH FOR DISPATCHERS L. WALLACE	001-200-605-0607	300.00
Vendor 02710 - CHAD SULLIVAN Total:					300.00
Vendor: 05654 - CHANCELLOR, INC.					
CHANCELLOR, INC.	030233231-01	05/17/2022	Vinyl tape - Super 33+	401-751-571-0000	70.97

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CHANCELLOR, INC.	030233231-01	05/17/2022	Capacitor - Dayton 270-324 MFD	401-751-571-0000	382.70
CHANCELLOR, INC.	030233231-01	05/17/2022	Cable tie L-14-120-0-C	401-751-571-0000	50.32
CHANCELLOR, INC.	030233230-01	05/17/2022	Battery - BAT BCH-1290F 12V 9AH SLA	401-750-571-0000	255.60
CHANCELLOR, INC.	030233530-01	05/17/2022	SLOT CHNL	174-405-560-0000	138.90
CHANCELLOR, INC.	030233530-01	05/17/2022	5/8 GRND ROD CLAMP	174-405-560-0000	2.86
CHANCELLOR, INC.	030233530-01	05/17/2022	2-IN-PVC-SCHED-40-10FT CONDUIT	174-405-560-0000	119.69
CHANCELLOR, INC.	030233530-01	05/17/2022	THHN-14-YEL-19STR-CU-500S/R	174-405-560-0000	86.84
CHANCELLOR, INC.	030233530-01	05/17/2022	12X12X4-PVC-JCT-BOX W/CVR	174-405-560-0000	68.69
CHANCELLOR, INC.	030233530-01	05/17/2022	SPIRNG NUT	174-405-560-0000	46.20
CHANCELLOR, INC.	030233530-01	05/17/2022	2-IN-90D-SCH-40-COND-ELL	174-405-560-0000	37.91
CHANCELLOR, INC.	030233530-01	05/17/2022	THHN-4-BLK-19STR-CU-1000R WIRE	174-405-560-0000	31.62
CHANCELLOR, INC.	030233530-01	05/17/2022	12CKT TERMINAL STRIP	174-405-560-0000	28.18
CHANCELLOR, INC.	030233530-01	05/17/2022	DISCONNECT 60A-240V-3P S	174-405-560-0000	155.30
CHANCELLOR, INC.	030233530-01	05/17/2022	FNDR WSHR 3/8 X 1-1/4 JR	174-405-560-0000	22.21
CHANCELLOR, INC.	030233530-01	05/17/2022	FLAT TEE	174-405-560-0000	14.00
CHANCELLOR, INC.	030233530-01	05/17/2022	5/8 X 8 GALVANIZED GROUND ROD	174-405-560-0000	12.67
CHANCELLOR, INC.	030233530-01	05/17/2022	3/8 X 1-1/2 BOLT	174-405-560-0000	12.50
CHANCELLOR, INC.	030233530-01	05/17/2022	1-5/8 BACK TO BACK SLOT STRUT	174-405-560-0000	489.87
CHANCELLOR, INC.	030233530-01	05/17/2022	BARE-SD-4-SOL-CU-1000R WIRE	174-405-560-0000	9.59
CHANCELLOR, INC.	030233530-01	05/17/2022	2-IN-PVC-COND-CPLG	174-405-560-0000	7.37
CHANCELLOR, INC.	030233530-01	05/17/2022	FLAT L	174-405-560-0000	6.30
CHANCELLOR, INC.	030233530-01	05/17/2022	2-IN-PVC-TERM-ADPT	174-405-560-0000	15.02
CHANCELLOR, INC.	030233530-01	05/17/2022	1LB DUCT-SEAL WPR CMP	174-405-560-0000	5.80
CHANCELLOR, INC.	030233530-01	05/17/2022	2IN STL LOCKNUT	174-405-560-0000	12.87
CHANCELLOR, INC.	030233539-01	05/17/2022	GEI TGN3322R DISCONNECTS 60A-240V-3P SW	174-405-560-0000	155.30
CHANCELLOR, INC.	030233539-01	05/17/2022	1-5/8 BAK TO BACK SLOT STRUT	174-405-560-0000	488.70
CHANCELLOR, INC.	030233539-01	05/17/2022	1-1/4-PVC-TERM-ADPT	174-405-560-0000	2.70
CHANCELLOR, INC.	030233539-01	05/17/2022	5/8 GROUND ROD CLAMP	174-405-560-0000	2.86
CHANCELLOR, INC.	030233539-01	05/17/2022	2IN STL LOCKNUT	174-405-560-0000	3.09
CHANCELLOR, INC.	030233539-01	05/17/2022	1LB DUCT-SEAL WPR CMP	174-405-560-0000	5.80
CHANCELLOR, INC.	030233539-01	05/17/2022	FLAT L	174-405-560-0000	6.30
CHANCELLOR, INC.	030233539-01	05/17/2022	2-IN-PVC-COND-CPLG	174-405-560-0000	7.37
CHANCELLOR, INC.	030233539-01	05/17/2022	BARE-SD-4-SOL-CU-1000R WIRE	174-405-560-0000	9.59
CHANCELLOR, INC.	030233539-01	05/17/2022	2-IN-PVC-TERM-ADPT	174-405-560-0000	10.01
CHANCELLOR, INC.	030233539-01	05/17/2022	3/8 X 1-1/2 BOLT	174-405-560-0000	12.50
CHANCELLOR, INC.	030233539-01	05/17/2022	2-IN-90D-SCH-40-COND-ELL	174-405-560-0000	12.64
CHANCELLOR, INC.	030233539-01	05/17/2022	1-1/4 STL LOCKNUT	174-405-560-0000	1.12
CHANCELLOR, INC.	030233539-01	05/17/2022	FLAT TEE	174-405-560-0000	14.00
CHANCELLOR, INC.	030233539-01	05/17/2022	5/8 X 8 GALVANIZED GROUND ROD	174-405-560-0000	12.67
CHANCELLOR, INC.	030233539-01	05/17/2022	2-IN-PVC-SCHED-40-10FT CONDUIT	174-405-560-0000	119.69
CHANCELLOR, INC.	030233539-01	05/17/2022	THHN-14-YEL-19STR-CU-500S/R WIRE	174-405-560-0000	86.84
CHANCELLOR, INC.	030233539-01	05/17/2022	12X12X4-PVC-JCT-BOX-W/CVR	174-405-560-0000	68.69
CHANCELLOR, INC.	030233539-01	05/17/2022	THHN-4-BLK=19STR-CU-1000R WIRE	174-405-560-0000	31.62
CHANCELLOR, INC.	030233539-01	05/17/2022	SLOT CHNL	174-405-560-0000	138.90
CHANCELLOR, INC.	030233539-01	05/17/2022	12CKT TERMINAL STRIP	174-405-560-0000	28.18
CHANCELLOR, INC.	030233539-01	05/17/2022	1-1/4-PVC-SCHED-40-10FT CONDUIT	174-405-560-0000	27.60

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
CHANCELLOR, INC.	030233539-01	05/17/2022	FNDR WSHR 3/8X1-1/4 JR	174-405-560-0000	22.21
CHANCELLOR, INC.	030233539-01	05/17/2022	PVC COND CEMENT PINT	174-405-560-0000	14.51
CHANCELLOR, INC.	030233539-01	05/17/2022	SPRING NUT	174-405-560-0000	30.80
CHANCELLOR, INC.	030233540-01	05/17/2022	DISCONNECT 60A-240V-3P S	174-405-560-0000	155.30
CHANCELLOR, INC.	030233540-01	05/17/2022	THHN-14-YEL-19STR-CU-500S/R	174-405-560-0000	86.84
CHANCELLOR, INC.	030233540-01	05/17/2022	2-IN-PVC-SCHED-40-10FT CONDUIT	174-405-560-0000	79.79
CHANCELLOR, INC.	030233540-01	05/17/2022	12X12X4-PVC-JCT-BOX-W/CVR	174-405-560-0000	68.69
CHANCELLOR, INC.	030233540-01	05/17/2022	SPRING NUT	174-405-560-0000	46.20
CHANCELLOR, INC.	030233540-01	05/17/2022	THHN-4-BLK-19STR-CU-100R WIRE	174-405-560-0000	31.62
CHANCELLOR, INC.	030233540-01	05/17/2022	12CKT TERMINAL STRIP	174-405-560-0000	28.18
CHANCELLOR, INC.	030233540-01	05/17/2022	FNDR WSHR 3/8 X 1-1/4 JR	174-405-560-0000	22.21
CHANCELLOR, INC.	030233540-01	05/17/2022	FLAT TEE	174-405-560-0000	14.00
CHANCELLOR, INC.	030233540-01	05/17/2022	3/8 X 1-1/2 BOLT	174-405-560-0000	12.50
CHANCELLOR, INC.	030233540-01	05/17/2022	2-IN-PVC-TERM-ADPT	174-405-560-0000	10.01
CHANCELLOR, INC.	030233540-01	05/17/2022	BARE-SD-4-SOL-CU-1000R WIRE	174-405-560-0000	9.59
CHANCELLOR, INC.	030233540-01	05/17/2022	2-IN-90D-SCH-40-COND-ELL	174-405-560-0000	8.42
CHANCELLOR, INC.	030233540-01	05/17/2022	1LB DUCT-SEAL WPR CMP	174-405-560-0000	5.80
CHANCELLOR, INC.	030233540-01	05/17/2022	2-IN-PVC-COND-COUPPLING	174-405-560-0000	4.91
CHANCELLOR, INC.	030233540-01	05/17/2022	2IN STL LOCKNUT	174-405-560-0000	3.09
CHANCELLOR, INC.	030233540-01	05/17/2022	5/8 GROUND ROD CLAMP	174-405-560-0000	2.86
CHANCELLOR, INC.	030233540-01	05/17/2022	1-1/2 BACK TO BACK SLOT STRUT	174-405-560-0000	325.80
CHANCELLOR, INC.	030233540-01	05/17/2022	5/8 X 8 GALVANIZED GROUND ROD	174-405-560-0000	12.67
CHANCELLOR, INC.	030233540-01	05/17/2022	FLAT L	174-405-560-0000	6.30
CHANCELLOR, INC.	030233540-01	05/17/2022	SLOT CHNL	174-405-560-0000	138.90
CHANCELLOR, INC.	030233542-01	05/17/2022	FLAT TEE	174-405-560-0000	14.00
CHANCELLOR, INC.	030233542-01	05/17/2022	1 1/2 BACK TO BACK SLOT STRUT	174-405-560-0000	325.80
CHANCELLOR, INC.	030233542-01	05/17/2022	60A-240V-3P SW	174-405-560-0000	155.30
CHANCELLOR, INC.	030233542-01	05/17/2022	SLOT CHNL	174-405-560-0000	138.90
CHANCELLOR, INC.	030233542-01	05/17/2022	THHN-14-YEL-19STR-CU-500S/R	174-405-560-0000	86.84
CHANCELLOR, INC.	030233542-01	05/17/2022	12X12X4-PVC-JCT-BOX-W/CVR	174-405-560-0000	68.69
CHANCELLOR, INC.	030233542-01	05/17/2022	SPRING NUT	174-405-560-0000	46.20
CHANCELLOR, INC.	030233542-01	05/17/2022	THHN-4-BLK-19STR-CU-1000R WIRE	174-405-560-0000	31.62
CHANCELLOR, INC.	030233542-01	05/17/2022	12CKT TERMINAL STRIP	174-405-560-0000	28.18
CHANCELLOR, INC.	030233542-01	05/17/2022	FNDR WSHR 3/8 X 1-1/4 JR	174-405-560-0000	22.21
CHANCELLOR, INC.	030233542-01	05/17/2022	5/8 GROUND ROD CLAMP	174-405-560-0000	2.86
CHANCELLOR, INC.	030233542-01	05/17/2022	2IN STL LOCKNUT	174-405-560-0000	3.09
CHANCELLOR, INC.	030233542-01	05/17/2022	2-IN-PVC-COND-CPLG	174-405-560-0000	4.91
CHANCELLOR, INC.	030233542-01	05/17/2022	1LB DUCT-SEAL WPR CMP	174-405-560-0000	5.80
CHANCELLOR, INC.	030233542-01	05/17/2022	2-IN-PVC-SCHED-40--10FT CONDUIT	174-405-560-0000	119.69
CHANCELLOR, INC.	030233542-01	05/17/2022	5/8 X 8 GALVANIZED GROUND ROD	174-405-560-0000	12.67
CHANCELLOR, INC.	030233542-01	05/17/2022	3/8 X 1-1/2 BOLT	174-405-560-0000	12.50
CHANCELLOR, INC.	030233542-01	05/17/2022	2-IN-PVC-TERM-ADPT	174-405-560-0000	10.01
CHANCELLOR, INC.	030233542-01	05/17/2022	BARE-SD-4-SOL-CU-1000R WIRE	174-405-560-0000	9.59
CHANCELLOR, INC.	030233542-01	05/17/2022	FLAT L	174-405-560-0000	6.30
CHANCELLOR, INC.	030233928-01	05/17/2022	2PRT INS TAP CONN	401-751-571-0000	103.50
Vendor 05654 - CHANCELLOR, INC. Total:					5,680.01

Vendor: 02740 - CHARLES DALE

CHARLES DALE	INV0013948	05/17/2022	SECURITY SERVICES 5/3 - 5/11	001-550-688-0000	210.00
Vendor 02740 - CHARLES DALE Total:					210.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: 00326 - CHEMSEARCH					
CHEMSEARCH	7750965	05/17/2022	Trailblazer maxx, 2 X 2.5 GL	001-301-543-0000	4,951.61
CHEMSEARCH	7761878	05/17/2022	Chemical drip system Oct 2021 - Sept 2021	401-751-543-0000	2,363.08
CHEMSEARCH	7772745	05/17/2022	Citraflow (drain maintenance) #12015270	401-751-543-0000	2,560.74
Vendor 00326 - CHEMSEARCH Total:					9,875.43
Vendor: 04702 - CITY ELECTRIC SUPPLY CO.					
CITY ELECTRIC SUPPLY CO.	GFP/002909	05/17/2022	Light Bulbs	001-196-560-0000	414.28
Vendor 04702 - CITY ELECTRIC SUPPLY CO. Total:					414.28
Vendor: 04625 - CMI, INC.					
CMI, INC.	8049227	05/17/2022	015116 Mouthpieces I-800 bag of 100	001-200-916-0000	4.00
CMI, INC.	8049227	05/17/2022	Shipping	001-200-916-0000	55.00
CMI, INC.	8049227	05/17/2022	000800KC Intox 1800 kit w/case	001-200-916-0000	2,975.00
Vendor 04625 - CMI, INC. Total:					3,034.00
Vendor: 00051 - COAST CHLORINATOR & PUMP CO INC					
COAST CHLORINATOR & PUM	74231	05/17/2022	Chlorine system maintenance Oct 2021 - Sept 2022	401-750-630-0000	1,960.00
Vendor 00051 - COAST CHLORINATOR & PUMP CO INC Total:					1,960.00
Vendor: 01714 - COASTAL FIRE AND SAFETY, LLC					
COASTAL FIRE AND SAFETY, LL	31206	05/17/2022	FIRE ALARM, EXTINGUISHER, AND SPRINKLER CERTIFICAT	001-196-630-0000	450.00
Vendor 01714 - COASTAL FIRE AND SAFETY, LLC Total:					450.00
Vendor: 00618 - CONSOLIDATED PIPE & SUPPLY CO INC					
CONSOLIDATED PIPE & SUPPL	3721840-000-000	05/17/2022	6" PVC X 6" PVC fernco coupling	401-751-571-0000	180.00
CONSOLIDATED PIPE & SUPPL	3721840-000-000	05/17/2022	4" PVC X 4" PVC fernco coupling	401-751-571-0000	250.00
CONSOLIDATED PIPE & SUPPL	3721029-000-000	05/17/2022	1 Neptune T10 Ecoder CI	401-750-571-0000	14,000.00
CONSOLIDATED PIPE & SUPPL	3721029-000-000	05/17/2022	5/8 X 3/4 neptunen T10 Ecod	401-750-571-0000	8,050.00
CONSOLIDATED PIPE & SUPPL	3721840-001-000	05/17/2022	6" CL X 6" PVC fernco couplin	401-751-571-0000	360.00
Vendor 00618 - CONSOLIDATED PIPE & SUPPLY CO INC Total:					22,840.00
Vendor: 05947 - CORE & MAIN LP					
CORE & MAIN LP	Q701362	05/17/2022	12GA Copperclad trace wire GRN 500' Roll green	401-750-572-0000	70.00
CORE & MAIN LP	Q701362	05/17/2022	6 PVC SDR35 SWR Pipe SWB 10'	401-750-572-0000	1,254.40
CORE & MAIN LP	Q701362	05/17/2022	8X6 CI/PV X CI/PVC CPLG	401-750-572-0000	26.34
CORE & MAIN LP	Q701362	05/17/2022	3X1000' DET Tape Sewer Gree	401-750-572-0000	32.00
Vendor 05947 - CORE & MAIN LP Total:					1,382.74
Vendor: 05615 - CRESCO INC.					
CRESCO INC.	157412	05/17/2022	oven evaluation	001-196-630-0000	205.00
Vendor 05615 - CRESCO INC. Total:					205.00
Vendor: 06049 - CROCKER HEATING & AIR INC					
CROCKER HEATING & AIR INC	I-9528-1	05/17/2022	711 MAGNOLIA 40A 2 POLE CONTACTOR INSTALLATION	001-550-630-0000	205.00
CROCKER HEATING & AIR INC	I-9613-1	05/17/2022	510 WASHINGTON AVE INSTALL BELT DRIVEN INDOOR	001-194-630-0000	870.00
CROCKER HEATING & AIR INC	I-9670-1	05/17/2022	712 PINE DR 30A 2 POLE CONTACTOR INSTALLATION	001-300-630-0000	180.00
Vendor 06049 - CROCKER HEATING & AIR INC Total:					1,255.00
Vendor: 00259 - CSX TRANSPORTATION INC					
CSX TRANSPORTATION INC	8423703	05/17/2022	ANNUAL PIPELINE WATER CROSSING CSX003279	401-750-685-0000	168.16
CSX TRANSPORTATION INC	8423703	05/17/2022	ANNUAL PIPELINE WATER CROSSING CSX003278	401-750-685-0000	168.16
Vendor 00259 - CSX TRANSPORTATION INC Total:					336.32

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: 03325 - DAHL'S AUTOMOTIVE PARTS, INC					
DAHL'S AUTOMOTIVE PARTS, I	754048	05/17/2022	25060448 Belt	001-200-563-0000	17.01
DAHL'S AUTOMOTIVE PARTS, I	754048	05/17/2022	38485 Belt tensioner for 1807	001-200-563-0000	79.17
DAHL'S AUTOMOTIVE PARTS, I	754050	05/17/2022	360113 Gloves	001-200-560-0000	59.97
DAHL'S AUTOMOTIVE PARTS, I	754050	05/17/2022	360112 Gloves	001-200-560-0000	59.97
DAHL'S AUTOMOTIVE PARTS, I	754050	05/17/2022	360111 Gloves	001-200-560-0000	74.97
DAHL'S AUTOMOTIVE PARTS, I	7545412	05/17/2022	I.M. FLAT BLACK	001-550-560-0000	42.71
DAHL'S AUTOMOTIVE PARTS, I	755173	05/17/2022	Brake Parts NBK-7915MSGK1	001-191-570-0000	168.64
DAHL'S AUTOMOTIVE PARTS, I	755173	05/17/2022	Brake Parts NBK7916MSGK1	001-191-630-0000	168.64
DAHL'S AUTOMOTIVE PARTS, I	755258	05/17/2022	coolant #2XED-1	001-301-543-0000	71.96
DAHL'S AUTOMOTIVE PARTS, I	755258	05/17/2022	starting fluid #7212	001-301-543-0000	10.62
DAHL'S AUTOMOTIVE PARTS, I	755258	05/17/2022	16" pliers #GJP16	001-301-560-0000	52.51
DAHL'S AUTOMOTIVE PARTS, I	755258	05/17/2022	Hub bearing (#96 Chevy 1500) #PBR930693	001-301-563-0000	187.74
DAHL'S AUTOMOTIVE PARTS, I	755258	05/17/2022	Air filter (#112 dump truck) #2809	001-301-563-0000	241.60
DAHL'S AUTOMOTIVE PARTS, I	755258	05/17/2022	Brake kit (#95 Chevy 1500) #8472X5GK1	001-301-563-0000	168.64
DAHL'S AUTOMOTIVE PARTS, I	755258	05/17/2022	Flasher (#123 trash truck) #EP-27	001-301-563-0000	29.04
DAHL'S AUTOMOTIVE PARTS, I	755258	05/17/2022	Welding wire #1440-0221	001-301-563-0000	70.96
DAHL'S AUTOMOTIVE PARTS, I	755258	05/17/2022	Serpentine belt (#25 Ford F250) #25-061005	001-301-563-0000	21.45
DAHL'S AUTOMOTIVE PARTS, I	755258	05/17/2022	Drill bit (#121 mack) #HSD111	001-301-563-0000	32.99
DAHL'S AUTOMOTIVE PARTS, I	755258	05/17/2022	Butt connector #784563	001-301-563-0000	40.00
DAHL'S AUTOMOTIVE PARTS, I	755258	05/17/2022	blower resistor (#16 GMC 2500) #BR474	001-301-563-0000	56.26
DAHL'S AUTOMOTIVE PARTS, I	755258	05/17/2022	Tire repair tool #710-1184	001-301-563-0000	127.33
DAHL'S AUTOMOTIVE PARTS, I	755258	05/17/2022	Water hose #BLF5850CN	001-350-560-0000	39.99
DAHL'S AUTOMOTIVE PARTS, I	755258	05/17/2022	Portable step #60202	001-350-560-0000	89.10
DAHL'S AUTOMOTIVE PARTS, I	755258	05/17/2022	Center punch #956	001-350-563-0000	7.21
DAHL'S AUTOMOTIVE PARTS, I	755258	05/17/2022	Nozzle #715-1721	001-350-563-0000	5.69
DAHL'S AUTOMOTIVE PARTS, I	755258	05/17/2022	Hub bearing (#103 Chevy 2500) #PBR-930662	001-351-563-0000	222.48
DAHL'S AUTOMOTIVE PARTS, I	755258	05/17/2022	19mm socket #61-4319	001-351-563-0000	10.15
DAHL'S AUTOMOTIVE PARTS, I	755258	05/17/2022	300 amp fuse (#18 bucket truck) #783-1263	001-351-563-0000	83.96
DAHL'S AUTOMOTIVE PARTS, I	755258	05/17/2022	Bolt (#85 vaccon) #301-689B	401-751-563-0000	1.74
DAHL'S AUTOMOTIVE PARTS, I	755258	05/17/2022	Cycling switch (#90 Ford Ranger) #207671	401-751-563-0000	16.76
DAHL'S AUTOMOTIVE PARTS, I	755312	05/17/2022	NAPA Brake Caliper ACD 2588XA	001-191-630-0000	58.70
DAHL'S AUTOMOTIVE PARTS, I	755312	05/17/2022	Brake Hose UP60930	001-191-630-0000	29.89
DAHL'S AUTOMOTIVE PARTS, I	755312	05/17/2022	Brake Hose UP609639	001-191-630-0000	29.27
DAHL'S AUTOMOTIVE PARTS, I	755312	05/17/2022	NAPA Brake Caliper Dual Piston ADC2588XB	001-191-630-0000	58.70
DAHL'S AUTOMOTIVE PARTS, I	755314	05/17/2022	NAPA Enviroshield Air Filter FIL 4017	001-120-630-0000	30.24
DAHL'S AUTOMOTIVE PARTS, I	755314	05/17/2022	NAPA PROSELECT AIR FILTER SF129756 DODGE DURANGO	001-120-630-0000	34.24
DAHL'S AUTOMOTIVE PARTS, I	755314	05/17/2022	OIL FILTER FIL 7060 DODGE DURGANGO	001-120-630-0000	40.20
DAHL'S AUTOMOTIVE PARTS, I	755493	05/17/2022	PEAK BLUE DEF 2.5 GAL	001-260-563-0000	63.96
Vendor 03325 - DAHL'S AUTOMOTIVE PARTS, INC Total:					2,604.46
Vendor: 00227 - DOGWOOD CERAMICS					
DOGWOOD CERAMICS	6488	05/17/2022	clay, wax, and kiln wash	001-550-540-0542	641.80
Vendor 00227 - DOGWOOD CERAMICS Total:					641.80
Vendor: 05394 - EAGLE ENERGY INC.					
EAGLE ENERGY INC.	34790	05/17/2022	Fuel for the police departmen	001-200-525-0000	8,513.85
Vendor 05394 - EAGLE ENERGY INC. Total:					8,513.85

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: 03044 - EAST BEACH SPECIALTIES, INC.					
EAST BEACH SPECIALTIES, INC.	14170	05/17/2022	4 shirts for office staff	001-300-535-0530	104.50
Vendor 03044 - EAST BEACH SPECIALTIES, INC. Total:					104.50
Vendor: 05727 - EMERGENCY EQUIPMENT PROFESSIONALS, INC.					
EMERGENCY EQUIPMENT PR	469619	05/17/2022	Annual service and repair for Ladder 1	001-260-630-0000	3,610.39
EMERGENCY EQUIPMENT PR	469750	05/17/2022	Annual Service and repair for Engine 4	001-260-630-0000	2,002.95
Vendor 05727 - EMERGENCY EQUIPMENT PROFESSIONALS, INC. Total:					5,613.34
Vendor: 05628 - ENGEL ELECTRIC, LLC					
ENGEL ELECTRIC, LLC	INV0013949	05/17/2022	COMMUNITY CENTER ELECTRICAL REPAIR	001-194-630-0000	561.10
Vendor 05628 - ENGEL ELECTRIC, LLC Total:					561.10
Vendor: 03684 - EXPRESS SERVICES, INC.					
EXPRESS SERVICES, INC.	27082542	05/17/2022	TEMP EMPLOYEE HOURS 4/17 C. NETTLES	001-352-614-0000	292.48
EXPRESS SERVICES, INC.	27082542	05/17/2022	TEMP EMPLOYEE HOURS 4/17 G. WHITE	001-352-614-0000	141.67
EXPRESS SERVICES, INC.	27118615	05/17/2022	C. NETTLES DRAINAGE TEMP HOURS	001-352-614-0000	731.20
EXPRESS SERVICES, INC.	27148222	05/17/2022	TEMP EMPLOYEE HOURS 5/1/22 J. CRAIG	001-301-614-0000	118.86
EXPRESS SERVICES, INC.	27148222	05/17/2022	TEMP EMPLOYEE HOURS 5/1/22 G. CARLTON	001-301-614-0000	135.84
EXPRESS SERVICES, INC.	27148222	05/17/2022	TEMP EMPLOYEE HOURS 5/1/22 D. MITCHELL	001-301-614-0000	135.84
EXPRESS SERVICES, INC.	27148222	05/17/2022	TEMP EMPLOYEE HOURS 5/1/22 E. WHITE	001-301-614-0000	267.43
EXPRESS SERVICES, INC.	27148222	05/17/2022	TEMP EMPLOYEE HOURS 5/1/22 R. TREVINO	001-301-614-0000	271.68
EXPRESS SERVICES, INC.	27148222	05/17/2022	TEMP EMPLOYEE HOURS 5/1/22 C. NETTLES	001-352-614-0000	731.20
EXPRESS SERVICES, INC.	27148222	05/17/2022	TEMP EMPLOYEE HOURS 5/1/22 C. NETTLES	001-352-614-0000	68.55
EXPRESS SERVICES, INC.	27148222	05/17/2022	TEMP EMPLOYEE HOURS 5/1/22 J. TAIGAAFI	401-751-614-0000	438.72
EXPRESS SERVICES, INC.	27184775	05/17/2022	TEMPORARY EMPLOYEE HOURS 5/8/22 R. TREVINO	001-301-614-0000	679.20
EXPRESS SERVICES, INC.	27184775	05/17/2022	TEMPORARY EMPLOYEE HOURS 5/8/22 D. MITCHELL	001-301-614-0000	679.20
EXPRESS SERVICES, INC.	27184775	05/17/2022	TEMPORARY EMPLOYEE HOURS 5/8/22 E. WHITE	001-301-614-0000	539.12
EXPRESS SERVICES, INC.	27184775	05/17/2022	TEMPORARY EMPLOYEE HOURS 5/8/22 G. CARLTON	001-301-614-0000	679.20
EXPRESS SERVICES, INC.	27184775	05/17/2022	TEMPORARY EMPLOYEE HOURS 5/8/22 J. CRAIG	001-301-614-0000	679.20
EXPRESS SERVICES, INC.	27184775	05/17/2022	TEMPORARY EMPLOYEE HOURS 5/8/22 C. NETTLES	001-352-614-0000	731.20
EXPRESS SERVICES, INC.	27184775	05/17/2022	TEMPORARY EMPLOYEE HOURS 5/8/22 E. EWING	001-352-614-0000	731.20
EXPRESS SERVICES, INC.	27184775	05/17/2022	TEMPORARY EMPLOYEE HOURS 5/8/22 J. TAIGAAFI	401-751-614-0000	731.20
Vendor 03684 - EXPRESS SERVICES, INC. Total:					8,782.99
Vendor: 00419 - FAST EDDIE'S, INC					
FAST EDDIE'S, INC	122246	05/17/2022	oil change for truck chevy truck cc5	401-710-525-0000	34.00
FAST EDDIE'S, INC	123277	05/17/2022	Oil change and filter replacement on police fleet	001-200-525-0000	45.50
FAST EDDIE'S, INC	123285	05/17/2022	Oil change and filter replacement on police fleet	001-200-525-0000	73.43
FAST EDDIE'S, INC	123313	05/17/2022	Oil change and filter replacement on police fleet	001-200-525-0000	69.95

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
FAST EDDIE'S, INC	123337	05/17/2022	Oil change and filter replacement on police fleet	001-200-525-0000	43.99
FAST EDDIE'S, INC	123340	05/17/2022	Oil change and filter replacement on police fleet	001-200-525-0000	45.50
Vendor 00419 - FAST EDDIE'S, INC Total:					312.37
Vendor: 03427 - FASTENAL COMPANY					
FASTENAL COMPANY	MSPAS92788	05/17/2022	Flat diamond cut-off wheel #0817362	001-350-560-0000	25.36
FASTENAL COMPANY	MSPAS92789	05/17/2022	XL Body Guard Palm Coated Glove, 6/pk, #1053354V01	001-301-560-0000	31.68
FASTENAL COMPANY	MSPAS92789	05/17/2022	Orange nitrile gloves #130560	001-301-560-0000	316.35
FASTENAL COMPANY	MSPAS92824	05/17/2022	Center pull paper towels #0601844 6/PKG	001-300-510-0000	128.28
Vendor 03427 - FASTENAL COMPANY Total:					501.67
Vendor: 05200 - FIRST SECURITY LEASING, INC.					
FIRST SECURITY LEASING, INC.	INV0014000	05/17/2022	OCEANS-MS-09-1 LIGHTING STRUCTURE SCHEDULED PAYMEN	008-550-603-0002	13,778.90
FIRST SECURITY LEASING, INC.	INV0014000	05/17/2022	OCEANS-MS-09-1 LIGHTING STRUCTURE SCHEDULED PAYMEN	008-550-603-0002	65,133.93
Vendor 05200 - FIRST SECURITY LEASING, INC. Total:					78,912.83
Vendor: 00428 - FRASIER'S NURSERY, INC					
FRASIER'S NURSERY, INC	0079729	05/17/2022	MULCH AND POTTING SOIL FOR MARY C	001-353-546-0000	339.00
FRASIER'S NURSERY, INC	080595	05/17/2022	Plant material & mulch for City Hall and Mary C	001-353-546-0000	412.25
FRASIER'S NURSERY, INC	080807	05/17/2022	Plant material & mulch for City Hall and Mary C	001-353-546-0000	306.00
FRASIER'S NURSERY, INC	080984	05/17/2022	Plant material & mulch for City Hall and Mary C	001-353-546-0000	269.35
Vendor 00428 - FRASIER'S NURSERY, INC Total:					1,326.60
Vendor: 04945 - G & O SUPPLY CO., INC.					
G & O SUPPLY CO., INC.	G14766	05/17/2022	24" smoothwall adapter HP	001-352-906-0000	1,391.06
G & O SUPPLY CO., INC.	G14766	05/17/2022	30" smoothwall adapter HP	001-352-906-0000	894.71
G & O SUPPLY CO., INC.	G14766	05/17/2022	18" split coupling	001-352-906-0000	850.20
G & O SUPPLY CO., INC.	G14766	05/17/2022	18" smoothwall adapter HP	001-352-906-0000	794.60
G & O SUPPLY CO., INC.	G14766	05/17/2022	18" 45 degree HP	001-352-906-0000	378.49
G & O SUPPLY CO., INC.	G14766	05/17/2022	15" smoothwall adapter HP	001-352-906-0000	302.82
Vendor 04945 - G & O SUPPLY CO., INC. Total:					4,611.88
Vendor: 05534 - GEORGE FORE & ASSOCIATES					
GEORGE FORE & ASSOCIATES	MCOK/INV-001	05/17/2022	MARY C O'KEEFE CONDITIONS ASSESSMENT	001-001-053-0007	10,000.00
GEORGE FORE & ASSOCIATES	MCOK/INV-001	05/17/2022	MARY C O'KEEFE CONDITIONS ASSESSMENT	301-196-600-0600	20,000.00
Vendor 05534 - GEORGE FORE & ASSOCIATES Total:					30,000.00
Vendor: 02677 - GLOBAL ELECTRONIC SERVICES, INC.					
GLOBAL ELECTRONIC SERVICE	40177045	05/17/2022	Flowmeter repair	401-750-630-0000	410.00
Vendor 02677 - GLOBAL ELECTRONIC SERVICES, INC. Total:					410.00
Vendor: 02624 - GRAHAM CONSTRUCTION					
GRAHAM CONSTRUCTION	2022-22	05/17/2022	4211 Yosemite Drive point repair	401-751-923-0908	8,510.00
GRAHAM CONSTRUCTION	2022-23	05/17/2022	Storm drain repair 3600 Dijon Ave	001-352-906-0000	13,004.00
Vendor 02624 - GRAHAM CONSTRUCTION Total:					21,514.00
Vendor: 02172 - GUARDIAN ALLIANCE TECHNOLOGIES, INC.					
GUARDIAN ALLIANCE TECHN	15710	05/17/2022	pre-employment background check service	001-200-600-0600	180.00
Vendor 02172 - GUARDIAN ALLIANCE TECHNOLOGIES, INC. Total:					180.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: 00313 - GULF COAST BUSINESS SUPPLY CO INC					
GULF COAST BUSINESS SUPPL	239263	05/17/2022	Liquid Bleach 1gal 6/carton KIKBLEACH6	001-550-510-0000	248.70
GULF COAST BUSINESS SUPPL	239263	05/17/2022	Jumbo Bath Tissue 700ft 12/carton	001-550-510-0000	240.00
GULF COAST BUSINESS SUPPL	239263	05/17/2022	NCL DEOD. Fabuloso INCREDILOS01142729	001-550-510-0000	119.50
GULF COAST BUSINESS SUPPL	239263	05/17/2022	Foaming Skin Cleanser 4/carton GJO18418CT	001-550-510-0000	249.72
GULF COAST BUSINESS SUPPL	239263	05/17/2022	Hand Towel Roll 6/carton TRK290089	001-550-510-0000	979.00
GULF COAST BUSINESS SUPPL	239263.1	05/17/2022	Foaming Skin Cleanser 4/carton GJO18418CT	001-550-510-0000	166.48
GULF COAST BUSINESS SUPPL	239263.1	05/17/2022	Betco Hand Sanitizer Foam BET7550400	001-550-510-0000	375.00
GULF COAST BUSINESS SUPPL	239536	05/17/2022	Stainless Steel Cleaner 13oz TRK290089	001-550-510-0000	30.96
GULF COAST BUSINESS SUPPL	239536	05/17/2022	Liquid Hand Soap, Dial, 1 gal, MOR29	001-550-510-0000	87.80
Vendor 00313 - GULF COAST BUSINESS SUPPLY CO INC Total:					2,497.16
Vendor: 06231 - HANCOCK WHITNEY BANK ATTN: CORP OPS					
HANCOCK WHITNEY BANK AT	INV0014001	05/17/2022	DEBT SERVICE PAYMENT DUE 7/1/22 OCEANSP21	008-800-810-0000	70,946.00
HANCOCK WHITNEY BANK AT	INV0014001	05/17/2022	DEBT SERVICE PAYMENT DUE 7/1/22 OCEANSP21	008-800-820-0000	513,000.00
Vendor 06231 - HANCOCK WHITNEY BANK ATTN: CORP OPS Total:					583,946.00
Vendor: 01053 - HANCOCK WHITNEY BANK CREDIT CARD CENTER					
HANCOCK WHITNEY BANK CR	INV0014003	05/17/2022	ADOBE ACROBAT PRO - S. HARRIS	001-120-602-0000	16.99
HANCOCK WHITNEY BANK CR	INV0014003	05/17/2022	MAISON DE LU - ECONOMIC DEVELOPMENT LUNCH	001-120-605-0607	74.92
HANCOCK WHITNEY BANK CR	INV0014003	05/17/2022	WESTIN HOTELS 3/25/22	001-120-605-0607	236.74
HANCOCK WHITNEY BANK CR	INV0014003	05/17/2022	THE SUN HERALD DIGITAL	001-120-686-0000	1.99
HANCOCK WHITNEY BANK CR	INV0014003	05/17/2022	MAILCHIMP	001-120-699-0000	63.13
HANCOCK WHITNEY BANK CR	INV0014003	05/17/2022	ADOBE ACROBAT PRO - TAX DEPT	001-140-602-0000	16.99
HANCOCK WHITNEY BANK CR	INV0014003	05/17/2022	ADOBE CREATIVE CLOUD - K. JOHNSON	001-180-602-0000	79.99
HANCOCK WHITNEY BANK CR	INV0014003	05/17/2022	MS STATE COUNCIL OF SHRM - M. MCDOWELL REGISTRATIO	001-180-605-0607	399.00
HANCOCK WHITNEY BANK CR	INV0014003	05/17/2022	INDEED JOB LISTING	001-180-610-0000	103.98
HANCOCK WHITNEY BANK CR	INV0014003	05/17/2022	INDEED JOB LISTING	001-180-610-0000	80.74
HANCOCK WHITNEY BANK CR	INV0014003	05/17/2022	ATT COMMUNITY CENTER INTERNET	001-194-625-0000	107.00
HANCOCK WHITNEY BANK CR	INV0014003	05/17/2022	ADOBE CREATIVE CLOUD - MARY C	001-196-602-0000	79.99
HANCOCK WHITNEY BANK CR	INV0014003	05/17/2022	MS ASSOC CHIEFS POLICE - REFUND	001-200-605-0607	-350.00
HANCOCK WHITNEY BANK CR	INV0014003	05/17/2022	HAMPTON INN PEARL, MS A. NANDIN	001-200-605-0607	437.00
HANCOCK WHITNEY BANK CR	INV0014003	05/17/2022	GULF COAST POOL SERVICE - CAL HYPO 25LB	001-200-605-0607	879.60
HANCOCK WHITNEY BANK CR	INV0014003	05/17/2022	GRADUATE OXFORD	001-260-605-0607	348.00
HANCOCK WHITNEY BANK CR	INV0014003	05/17/2022	GRADUATE OXFORD R. CUEVA	001-260-605-0607	348.00
HANCOCK WHITNEY BANK CR	INV0014003	05/17/2022	LOWES - EASTER SUPPLIES	010-140-703-0008	91.96
HANCOCK WHITNEY BANK CR	INV0014003	05/17/2022	MICHAELS - EASTER SUPPLIES	010-140-703-0008	139.25
HANCOCK WHITNEY BANK CR	INV0014003	05/17/2022	INDEED JOB LISTING	401-300-610-0000	64.01
Vendor 01053 - HANCOCK WHITNEY BANK CREDIT CARD CENTER Total:					3,219.28
Vendor: 06263 - HANCOCK WHITNEY BANK					
HANCOCK WHITNEY BANK	229428	05/17/2022	LEASE 076529 CATERPILLER 308E2 EXCAVATOR	401-800-810-0009	105.37

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
HANCOCK WHITNEY BANK	229428	05/17/2022	LEASE 076529 CATERPILLER 308E2 EXCAVATOR	401-800-820-0009	2,092.67
HANCOCK WHITNEY BANK	229429	05/17/2022	LEASE 076530 CATERPILLAR 926M LOADER	401-800-810-0008	168.67
HANCOCK WHITNEY BANK	229429	05/17/2022	LEASE 076530 CATERPILLAR 926M LOADER	401-800-820-0008	3,349.84
Vendor 06263 - HANCOCK WHITNEY BANK Total:					5,716.55
Vendor: 21-0060 - HEATHER ANN MARQUEZ					
HEATHER ANN MARQUEZ	969820	05/17/2022	CLEANING SERVICES MARCH 2022	001-196-600-0002	450.00
HEATHER ANN MARQUEZ	969822	05/17/2022	CLEANING SERVICES APRIL 2022	001-196-600-0002	600.00
HEATHER ANN MARQUEZ	969823	05/17/2022	KITCHEN/HOSA CLEANING FEE AFTER RENTAL	001-196-342-0000	50.00
HEATHER ANN MARQUEZ	969824	05/17/2022	THEATER CLEANING - RENTAL	001-196-342-0000	100.00
HEATHER ANN MARQUEZ	969828	05/17/2022	LIBRARY CLEANING - RENTAL	001-196-342-0000	50.00
HEATHER ANN MARQUEZ	969829	05/17/2022	DUCKETT GALLERY CLEANING - RENTAL	001-196-342-0000	50.00
HEATHER ANN MARQUEZ	969825	05/17/2022	OSAA CLEANING - RENTAL	001-196-342-0000	50.00
HEATHER ANN MARQUEZ	969826	05/17/2022	LOBBY CLEANING - RENTAL	001-196-342-0000	50.00
Vendor 21-0060 - HEATHER ANN MARQUEZ Total:					1,400.00
Vendor: 02693 - HEMPHILL CONSTRUCTION COMPANY, INC					
HEMPHILL CONSTRUCTION C	PAY APP 3	05/17/2022	FORT BAYOU WASTEWATER IMPROVEMENTS	310-336-911-0000	30,985.69
Vendor 02693 - HEMPHILL CONSTRUCTION COMPANY, INC Total:					30,985.69
Vendor: 02711 - Ingenious Ingenuity Inc.					
Ingenious Ingenuity Inc.	VD89223	05/17/2022	Yuneeec H520E CGOETX Configurable Bundle	001-260-916-0000	5,157.97
Vendor 02711 - Ingenious Ingenuity Inc. Total:					5,157.97
Vendor: 06238 - JACKSON COUNTY ADULT DETENTION CENTER					
JACKSON COUNTY ADULT DET	INV0013950	05/17/2022	PRISONER HOUSING APRIL 2022	001-200-520-0000	6,965.00
Vendor 06238 - JACKSON COUNTY ADULT DETENTION CENTER Total:					6,965.00
Vendor: 01479 - JACKSON COUNTY UTILITY AUTHORITY					
JACKSON COUNTY UTILITY AU	134792	05/17/2022	WATER - SUBSCRIBERS WHOLESALE APRIL 2022	401-750-691-0000	12,003.50
JACKSON COUNTY UTILITY AU	134792	05/17/2022	WATER - SUBSCRIBERS WHOLESALE APRIL 2022	401-750-691-0001	106.47
Vendor 01479 - JACKSON COUNTY UTILITY AUTHORITY Total:					12,114.97
Vendor: 04035 - JESSIE GALLOWAY JR					
JESSIE GALLOWAY JR	INV0013951	05/17/2022	SECURITY SERVICES 4/29 - 5/1	001-550-688-0000	240.00
Vendor 04035 - JESSIE GALLOWAY JR Total:					240.00
Vendor: 03492 - JOHNSON DIESEL INC					
JOHNSON DIESEL INC	72498	05/17/2022	Turn signal combo switch (#112 dump truck)	001-301-563-0000	213.38
JOHNSON DIESEL INC	72498	05/17/2022	Serpentine belt	001-301-563-0000	73.92
JOHNSON DIESEL INC	72548	05/17/2022	Shipping	001-352-563-0000	25.00
JOHNSON DIESEL INC	72548	05/17/2022	HVAC Resistor	001-352-563-0000	18.88
JOHNSON DIESEL INC	72548	05/17/2022	Upper coolant tank	001-352-563-0000	81.27
JOHNSON DIESEL INC	72548	05/17/2022	HVAC blower motor	001-352-563-0000	175.33
JOHNSON DIESEL INC	72548	05/17/2022	Lower coolant tank	001-352-563-0000	85.92
JOHNSON DIESEL INC	72796	05/17/2022	orifice #38635	401-320-630-0000	3.57
JOHNSON DIESEL INC	72796	05/17/2022	compress core	401-320-630-0000	10.00
JOHNSON DIESEL INC	72796	05/17/2022	pag oil #GPL5	401-320-630-0000	17.17
JOHNSON DIESEL INC	72796	05/17/2022	accumulator #60-4592	401-320-630-0000	49.83
JOHNSON DIESEL INC	72796	05/17/2022	compress #58702	401-320-630-0000	359.88
Vendor 03492 - JOHNSON DIESEL INC Total:					1,114.15

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: 02295 - JON THOMAS					
JON THOMAS	INV0013952	05/17/2022	OFFICIALS PAYMENT SPRING BASKETBALL 5/24 - 6/1	001-550-688-0000	928.00
Vendor 02295 - JON THOMAS Total:					928.00
Vendor: 02307 - KHRISTIN HOLLIMON					
KHRISTIN HOLLIMON	INV0013953	05/17/2022	SECURITY SERVICES 5/2 - 5/9	001-550-688-0000	260.00
Vendor 02307 - KHRISTIN HOLLIMON Total:					260.00
Vendor: 06227 - KLOUD7 LLC					
KLOUD7 LLC	15797	05/17/2022	CITYWIDE TELEPHONE SERVICE MAY 2022	001-140-612-0000	4,002.98
Vendor 06227 - KLOUD7 LLC Total:					4,002.98
Vendor: 03934 - KNIGHT ABBEY COMMERCIAL PRINTING & KNIGHT ABBEY COMMERCIAL					
KNIGHT ABBEY COMMERCIAL	18531	05/17/2022	PHONE NUMBER POSTCARD MAILER FOR RESIDENTS - POSTA	001-120-549-0544	2,595.08
KNIGHT ABBEY COMMERCIAL	18531	05/17/2022	PHONE NUMBER POSTCARD MAILER FOR RESIDENTS - CARDS	001-120-549-0544	635.00
Vendor 03934 - KNIGHT ABBEY COMMERCIAL PRINTING & Total:					3,230.08
Vendor: 00835 - LEE TRACTOR CO OF MISS					
LEE TRACTOR CO OF MISS	PI06416	05/17/2022	Throttle #CAS 87528964	401-750-563-0000	238.10
Vendor 00835 - LEE TRACTOR CO OF MISS Total:					238.10
Vendor: 03897 - LEWIS TRAILER SALES					
LEWIS TRAILER SALES	114928	05/17/2022	16 foot big tex trailer	001-550-916-0000	4,420.00
Vendor 03897 - LEWIS TRAILER SALES Total:					4,420.00
Vendor: 00510 - LOWE'S HOME CENTERS INC					
LOWE'S HOME CENTERS INC	920303	05/18/2022	MOWER BLADES & RED MULCH	001-550-585-0000	175.75
LOWE'S HOME CENTERS INC	994885	05/17/2022	MAC SPORTS COLLAPSIBLE FO	001-550-585-0000	142.50
LOWE'S HOME CENTERS INC	995880	05/17/2022	Handheld pump sprayers	001-301-560-0000	144.20
LOWE'S HOME CENTERS INC	995880	05/17/2022	Schumacher Electric 3000-watt power inverter	001-352-548-0000	320.61
LOWE'S HOME CENTERS INC	995880	05/17/2022	Window Air Conditioner unit for equipment trailer	001-352-560-0000	170.05
LOWE'S HOME CENTERS INC	920074	05/17/2022	red mulch	001-550-560-0000	123.50
LOWE'S HOME CENTERS INC	908411	05/17/2022	Artroom outlet covers & pendant light	001-196-560-0000	247.53
Vendor 00510 - LOWE'S HOME CENTERS INC Total:					1,324.14
Vendor: 01740 - MAILE BAHR					
MAILE BAHR	INV0013954	05/17/2022	SCOREKEEPING FOR SPRING BASKETBALL 5/3 - 5/12	001-550-688-0000	108.00
Vendor 01740 - MAILE BAHR Total:					108.00
Vendor: 02597 - MALECK ACKER					
MALECK ACKER	INV0013955	05/17/2022	SCOREKEEPING SPRING BASKETBALL 5/2 - 5/9	001-550-688-0000	54.00
Vendor 02597 - MALECK ACKER Total:					54.00
Vendor: 02650 - MALIQUE TAYLOR					
MALIQUE TAYLOR	INV0013956	05/17/2022	SPRING BASKETBALL SCOREKEEPING 5/4 - 5/11	001-550-688-0000	54.00
Vendor 02650 - MALIQUE TAYLOR Total:					54.00
Vendor: 03259 - MANDAL AUTOMOTIVE OF D'IBERVILLE, INC.					
MANDAL AUTOMOTIVE OF D'I	6090793/1	05/17/2022	Repair of Unit F11	001-260-630-0000	392.28
Vendor 03259 - MANDAL AUTOMOTIVE OF D'IBERVILLE, INC. Total:					392.28
Vendor: 02431 - MARCUS S. BURNHAM, JR.					
MARCUS S. BURNHAM, JR.	3545	05/17/2022	Blade-18 medium lift/pallet #320236	001-301-563-0000	4,875.00
Vendor 02431 - MARCUS S. BURNHAM, JR. Total:					4,875.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: 02296 - MICHAEL RICHARD					
MICHAEL RICHARD	INV0013957	05/17/2022	SPRING BASKETBALL SCOREKEEPING 4/29 - 5/11	001-550-688-0000	72.00
Vendor 02296 - MICHAEL RICHARD Total:					72.00
Vendor: 02610 - MID SOUTH UNIFORM & SUPPLY, INC.					
MID SOUTH UNIFORM & SUP	628187	05/17/2022	169P Nameplate McClennon	001-200-535-0531	17.00
MID SOUTH UNIFORM & SUP	628187	05/17/2022	169P Nameplate Weir	001-200-535-0531	17.00
MID SOUTH UNIFORM & SUP	628187	05/17/2022	169P Name plate Nguyen	001-200-535-0531	17.00
MID SOUTH UNIFORM & SUP	628187	05/17/2022	HS1150 LS Shirt 16.5x34 Nguyen	001-200-535-0531	58.71
MID SOUTH UNIFORM & SUP	628187	05/17/2022	BWR Modify shirt bodyworn	001-200-535-0531	60.00
MID SOUTH UNIFORM & SUP	628187	05/17/2022	4660-04 Softshell fleece jacket McClellon	001-200-535-0531	139.99
MID SOUTH UNIFORM & SUP	628187	05/17/2022	HS2149 Pant 34x30 Nguyen	001-200-535-0531	158.58
MID SOUTH UNIFORM & SUP	628187	05/17/2022	HS2481 Pant 10x28 McClellon	001-200-535-0531	158.58
MID SOUTH UNIFORM & SUP	628187	05/17/2022	HS1499 SS Shirt McClellon	001-200-535-0531	161.58
MID SOUTH UNIFORM & SUP	628187	05/17/2022	SEWP Sew on patches	001-200-535-0531	10.00
MID SOUTH UNIFORM & SUP	628187	05/17/2022	HS2149 Pant 32x30 Weir	001-200-535-0531	158.58
MID SOUTH UNIFORM & SUP	628187	05/17/2022	BWR Modify jacket bodyworn	001-200-535-0531	15.00
Vendor 02610 - MID SOUTH UNIFORM & SUPPLY, INC. Total:					972.02
Vendor: 01654 - MIKE WEAVER					
MIKE WEAVER	INV0013958	05/17/2022	BALLOON ARTIST FOR EASTER EGG HUNT	001-196-688-0000	200.00
Vendor 01654 - MIKE WEAVER Total:					200.00
Vendor: 04056 - MISSISSIPPI POWER					
MISSISSIPPI POWER	INV0013959	05/17/2022	08716-53020 927 WASHINGTON AVE - FESTIVAL POLE 2	001-301-625-0000	50.07
MISSISSIPPI POWER	INV0013959	05/17/2022	01267-96030 3199 GOVERNEMENT ST TRAFFIC LIGHT	001-301-625-0000	50.07
MISSISSIPPI POWER	INV0013959	05/17/2022	11912-91032 1018 PORTER CHRISTMAS LIGHTS	001-301-625-0000	50.07
MISSISSIPPI POWER	INV0013959	05/17/2022	17231-93281 2230 GOVT ST, TACONI BB LIGHTING	001-301-625-0000	155.86
MISSISSIPPI POWER	INV0013959	05/17/2022	40636-48013 2230 GOVERNMENT ST NEW SCHOOL CROSSIN	001-301-625-0000	50.46
MISSISSIPPI POWER	INV0013959	05/17/2022	21030-05065 1409 GOVERNMENT ST METER FOR LIGHTS	001-301-625-0000	60.82
MISSISSIPPI POWER	INV0013959	05/17/2022	00739-95034 1702 DR JESSEE L TROTTER ST RESTROOM	001-550-625-0000	67.27
Vendor 04056 - MISSISSIPPI POWER Total:					484.62
Vendor: 00156 - MISSISSIPPI POWER COMPANY					
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	03661-61006 1018 PORTER S	001-140-625-0000	920.27
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	03451-61042 1014 PORTER S	001-140-625-0000	286.15
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	02191-61001 512 WASH AVE SENIOR CENTER	001-193-625-0000	333.60
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	01771-61009 512 WASH. AVE. COMMUNITY CENTER	001-194-625-0000	255.33
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	43938-12027 1600 GOVT ST. MARY O KEEFE	001-196-625-0000	2,223.26
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	39097-91021 MARY C OUTDOOR LIGHTS	001-196-625-0000	100.56
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	06561-63012 500 BIENVILLE BLVD	001-197-625-0000	73.25
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	09418-25010 731 WASHINGTON AVE	001-197-625-0000	39.83
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	04291-61008 523 DEWEY AV	001-200-625-0000	423.68
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	56971-62007 2850 GOVT ST. - FD	001-260-625-0000	238.01

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	12021-63005 1226 BIENVILLE BLVD	001-260-625-0000	426.69
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	22351-62028 712 PINE DR	001-300-625-0000	94.93
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	22771-63016 710 PINE DRIVE	001-300-625-0000	359.01
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	23821-63002 712 PINE DR	001-300-625-0000	267.70
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	23191-63009 712 PINE DRIVE UNIT A	001-300-625-0000	631.73
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	22981-63016 726 PINE DR	001-300-625-0000	442.71
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	01834-84166 1802 GOVT STREET	001-301-625-0000	27.55
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	04398-10027 95 ASHLEY PLACE	001-301-625-0000	50.74
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	64321-63003 3420 GOVT ST	001-301-625-0000	50.64
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	23857-94009 725 PINE DR	001-301-625-0000	50.64
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	03753-61078 1103 BRISTOL BLVD	001-301-625-0000	50.64
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	25770-40023 1104 GOVT STREET	001-301-625-0000	67.27
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	05432-61187 3101 BREEZY HILL LN	001-301-625-0000	50.54
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	02014-61047 400 HOLCOMB BLVD TRAFFIC LIGHT	001-301-625-0000	50.21
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	91431-61003 1005 THORN SCHOOL	001-301-625-0000	50.16
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	39541-62007 436 HANLEY RD - SCHOOL CAUTION	001-301-625-0000	50.16
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	39331-62007 158 LAFAYETTE CIRCLE SCHOOL CAUTION	001-301-625-0000	50.16
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	79011-61007 1504 BIENVILLE BLVD	001-301-625-0000	72.76
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	10299-70019 / 690 WASHINGTON AVE LIGHTS	001-301-625-0000	50.07
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	80521-62006 511 WASHINGTON AVE	001-301-625-0000	50.07
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	59394-34031 927 WASHINGTON AVE	001-301-625-0000	50.07
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	45432-83007 1015 DESOTO S	001-301-625-0000	50.07
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	32449-80008 809 WASHINGTON AVE	001-301-625-0000	50.07
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	20199-66139 1011 DESOTO S	001-301-625-0000	50.07
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	19352-15205 702 CHURCH ST	001-301-625-0000	50.07
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	08550-38041 919 CASH ALLE	001-301-625-0000	50.07
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	05434-88053 1017 DESOTO S	001-301-625-0000	50.07
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	02417-20052 920 CASH ALLE	001-301-625-0000	50.07
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	57831-62000 417 HOLCOMB BLVD	001-301-625-0000	73.65
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	47301-61005 1109 IBERVILLE DR	001-301-625-0000	23.48
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	04081-61017 520 DEWEY AV	001-301-625-0000	50.84
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	16987-49004 19 GENERAL PERSHING AVE SHEARWATER	001-301-625-0000	50.89
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	08435-88152 500 FRONT BEACH DR	001-301-625-0000	51.27
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	27570-71026 590 WASHINGTON AVE	001-301-625-0000	21.39
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	17221-52008 2014 BIENVILLE BLVD TRAFFIC LIGHT	001-301-625-0000	60.11
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	43430-85025 2901 GOVT TRAFFIC	001-301-625-0000	59.81
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	59901-61008 1103 BRISTOL BLVD	001-301-625-0000	59.53
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	66831-61002 2107 BIENVILLE	001-301-625-0000	58.23
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	51741-62018 2339 GOVT STREET	001-301-625-0000	58.23

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	01239-32141 2651 GOV'T ST	001-301-625-0000	61.40
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	18210-80112 100 EARLE TAYLOR	001-301-625-0000	57.90
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	99841-61005 317 CALHOUN ST	001-301-625-0000	57.67
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	05790-80041 1600 GOVT ST UNIT B	001-301-625-0000	56.94
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	89121-61005 801 HOLCOMB BLVD	001-301-625-0000	55.75
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	14196-61145 712 PINE DR	001-301-625-0000	55.62
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	28595-76017 / 1226 BIENVILLE BLVD	001-301-625-0000	64.55
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	33475-02017 916 MLK JR	001-301-625-0000	54.27
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	08852-33170 1010 GOVT STREET	001-301-625-0000	53.98
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	24456-60017 98 FRONT BEACH DRIVE	001-301-625-0000	53.65
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	46681-63008 2850 GOVT STREET CAUTION LIGHT	001-301-625-0000	62.26
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	21879-95000 1101 BOWEN AVE	001-301-625-0000	62.55
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	01117-60046 1101 DESOTO S	001-301-625-0000	62.69
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	09555-13014 619 WASHINGTON AVE	001-301-625-0000	52.89
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	14791-62001 1802 GOVT STREET	001-301-625-0000	52.41
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	18934-23063 1600 GOVT STREET	001-301-625-0000	63.83
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	53601-61007 3000 BIENVILLE	001-301-625-0000	51.60
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	18214-06027 1599 BIENVILLE BLVD	001-301-625-0000	51.36
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	03799-68019 1102 BIENVILLE BLVD	001-301-625-0000	51.36
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	03457-56023 1314 GOVERNMENT ST	001-301-625-0000	54.13
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	09399-64084 3155 BIENVILLE BLVD	001-301-625-0000	74.15
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	62841-61008 2701 BIENVILLE	001-301-625-0000	61.25
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	20051-64001 714 PINE DRIVE	001-301-625-0000	345.47
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	18099-70073 598 FRONT BEACH DR	001-301-625-0000	165.17
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	10041-29089 98 FRONT BEACH METERED LIGHTING	001-301-625-0000	119.57
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	36122-11009 1403 GOVT STREET	001-301-625-0000	185.69
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	46389-82004 499 FRONT BEACH DR	001-301-625-0000	225.33
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	67681-51002 499 FRONT BEACH DR	001-301-625-0000	573.61
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	00911-62042 312 ALICE ST	001-301-625-0000	234.52
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	81991-61001 918 CALHOUN ST	001-301-625-0000	108.56
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	22141-61003 1400 MIDDLE AVE	001-301-625-0000	387.30
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	22924-14005 STREET LIGHTS OSU2	001-301-625-0000	557.55
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	09291-63002 1102 BIENVILLE BLVD	001-301-625-0000	84.04
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	20681-64001 STREET LIGHTS	001-301-625-0000	24,406.95
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	04097-78132 297 FRONT BEACH DR	001-301-625-0000	163.58
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	00692-18033 711 MAGNOLIA AVE GYM	001-550-625-0000	682.34

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	11109-44003 214 MORRIS NOBLE RD PUMP/SPRAY PARK	001-550-625-0000	50.50
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	23401-63002 726 PINE DR	001-550-625-0000	143.64
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	47511-61005 499 FRONT BEACH	001-550-625-0000	124.35
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	10679-55016 405-B HALSTEAD RD TENNIS PAVILLI	001-550-625-0000	148.87
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	00701-62006 400 ALICE ST	001-550-625-0000	866.04
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	22571-64008 1805 KENSINGTON AVE	001-550-625-0000	199.73
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	21311-64006 902 MLK JR	001-550-625-0000	110.16
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	43111-61005 214 MORRIS NOBLE RD	001-550-625-0000	401.21
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	24451-62007 1425 PORTER S	001-550-625-0000	363.51
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	00931-24022 1409 MIDDLE AVE	001-550-625-0000	400.07
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	46491-63015 1805 KENSINGTON AVE	001-550-625-0000	49.39
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	16635-10013 1221 BRISTOL BLVD	001-550-625-0000	85.76
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	61201-62018 PARK COMM 902 MLK	001-550-625-0000	60.68
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	47721-61005 1805 KENSINGTON AVE INNER HARBOR	001-550-625-0000	59.87
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	28621-61002 214 MORRIS NOBLE RD	001-550-625-0000	21.27
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	32201-62008 407 HALSTEAD RD	001-550-625-0000	13.60
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	22361-64008 317 CALHOUN ST	001-550-625-0000	10.09
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	12759-08061 HALSTEAD TENNIS	001-550-625-0000	745.02
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	05236-50008 214 MORRIS NOBLE RD	001-550-625-0000	50.07
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	54249-57018 400 ALICE ST SHED	001-550-625-0000	156.52
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	00701-62006 400 ALICE ST	008-550-603-0001	1,160.00
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	24451-62007 LEASE 1425 PORTER ST (FREEDOM FIELD)	008-550-603-0003	3,970.00
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	08435-88152 500 FRONT BEACH / BEACH LIGHT LEASE	008-550-603-0004	1,170.00
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	15631-59054 712 - C PINE STREET	401-750-625-0000	341.78
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	02401-61004 512 WASH AVE.	401-750-625-0000	1,707.98
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	66871-62005 824 HANDY AV	401-750-625-0000	1,452.10
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	02990-62016 405 HALSTEAD	401-750-625-0000	57.44
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	31781-62003 405 HALSTEAD WELL 8	401-750-625-0000	647.41
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	71041-62000 LS 13 / 102 BRYANT	401-751-625-0000	190.80
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	36851-61007 LS 5 / 647 JACKSON AVE	401-751-625-0000	194.76
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	62051-64009 LS 6 / 261 LOVERS LANE	401-751-625-0000	202.60
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	02551-67009 LS 7-1319 IBERVILLE DR	401-751-625-0000	220.47
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	76541-62005 LS 2 / 422 MARTIN AVE	401-751-625-0000	61.99
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	81971-62000 LS 18 / 300 BRUMBAUGH RD	401-751-625-0000	220.49
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	30711-63000 LS 8 / 2000 BIENVILLE BLVD	401-751-625-0000	233.67

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	59481-63009 LS 10 / 2950 BIENVILLE	401-751-625-0000	246.59
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	61791-61003 LS 55 / 2709 BIENVILLE	401-751-625-0000	61.82
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	24241-63004 712 PINE DR/BARN SEWER	401-751-625-0000	154.76
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	71451-61009 LS 30 / 1203 NELSON DR	401-751-625-0000	63.58
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	05916-40005 LS 74/401 RUE CHATEAUGUAY	401-751-625-0000	82.74
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	89961-62002 LS 23 / 215 MITCHELL	401-751-625-0000	83.32
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	42281-63008 LS 21 / 100 HOLCOMB	401-751-625-0000	86.52
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	19181-62009 LS 19- 611 E BEACH DR	401-751-625-0000	87.31
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	30521-62001 LS 16 / 120 WOODLAND CIRCLE	401-751-625-0000	87.71
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	71671-62000 LS 47 / BREEZY HILL LN	401-751-625-0000	92.75
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	92921-62003 LS 4 / 202 CLEVELAND	401-751-625-0000	93.81
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	08871-63019 LS 83/ 1104 BIENVILLE BLVD	401-751-625-0000	99.76
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	01814-13016 LS 86/400 HANLEY RD	401-751-625-0000	63.30
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	00691-62009 LS 14 - 424 WHISPERING PINES	401-751-625-0000	106.26
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	25071-63002 LS22/120 HOLCOLM	401-751-625-0000	107.45
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	03411-63013 LS 32-1338 DILLER RD	401-751-625-0000	112.09
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	24421-62005 LS28/2826 BELMONT DR	401-751-625-0000	127.57
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	16646-41044 LS 90/ 700 HIDDEN OAKS DR	401-751-625-0000	71.92
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	06666-53014 LS 27/ 703 E BEACH DR	401-751-625-0000	71.15
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	58241-62008 LS 48 / 507 BRUMBAUGH RD	401-751-625-0000	68.36
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	18961-63000 LS 15/ 509 SHADOWLAWN	401-751-625-0000	145.85
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	91411-63009 LS 23 / 111 WINCHESTER	401-751-625-0000	82.14
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	41231-62009 LS 20 / 113 HALSTEAD	401-751-625-0000	107.04
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	25723-62006 LS73 / 603 RUE MAUREPAS	401-751-625-0000	75.00
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	05318-68087 LS 95-706 MAGNOLIA	401-751-625-0000	50.89
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	81131-62000 LS 56 / 112 MYRTLE AVE	401-751-625-0000	53.28
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	02534-53011 LS 88/ 1112 HELLMERS LN	401-751-625-0000	385.77
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	66001-63000 LS 12 / 3400 GOVT ST	401-751-625-0000	388.45
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	13230-40143 LS1/204 WASHINGTON AVE	401-751-625-0000	500.16
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	28611-62005 LS9 / 3227 CUMBERLAND RD	401-751-625-0000	321.30
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	26541-63016 LS67 / 4 CHANDELUER COVE	401-751-625-0000	58.02
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	58461-62002 LS 24 / 417 HOLCOMB	401-751-625-0000	50.07

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	71661-61009 LS 77 / 1212 NELSON DR	401-751-625-0000	50.21
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	66671-64003 LS 43 / 320 LOVERS LANE	401-751-625-0000	50.26
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	03878-70000 LS 3 - 1310 HARBOR RD	401-751-625-0000	50.31
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	51081-61007 LS 11 / 19 NOTTINGHAM RD	401-751-625-0000	383.90
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	00874-01009 LS 75 - RUE RIVAGE ST	401-751-625-0000	50.91
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	39161-64007 LS 50 / 1309 COVE PLACE	401-751-625-0000	52.45
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	09101-62024 LS 60/107 HALSTEAD RD	401-751-625-0000	52.91
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	75471-62002 LS 39 / 110 SIMON BLVD	401-751-625-0000	53.02
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	51721-62001 LS 57 / 703 PINE HILLS RD	401-751-625-0000	50.54
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	42101-64000 LS 49 / 1302 FORT AVE	401-751-625-0000	52.04
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	13195-70012 LS 76/ RUE DAUPHINE	401-751-625-0000	53.12
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	03049-85028 LS 94 - 813 IBERVILLE DR	401-751-625-0000	52.08
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	05721-63001 LS 81/ 500 BIENVILLE BLVD	401-751-625-0000	53.12
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	11431-62048 711 MAGNOLIA AVE HEADSTART	551-551-625-0000	1,280.91
MISSISSIPPI POWER COMPAN	INV0013960	05/17/2022	27637-29024 711 MAGNOLIA AVE YMCA	551-551-625-0000	1,445.65
Vendor 00156 - MISSISSIPPI POWER COMPANY Total:					62,128.21
Vendor: 00333 - MISSISSIPPI STATE FIRE ACADEMY					
MISSISSIPPI STATE FIRE ACAD	29446	05/17/2022	NFPA 1001 I-II Fees for 5 Students	001-260-605-0607	2,500.00
Vendor 00333 - MISSISSIPPI STATE FIRE ACADEMY Total:					2,500.00
Vendor: 00559 - MPH INDUSTRIES INC					
MPH INDUSTRIES INC	6017534	05/17/2022	BEE3-2KA Radar, KA Band, Ant, Kit, Remotes, Forks	001-200-916-0000	25,428.00
MPH INDUSTRIES INC	6017534	05/17/2022	Freight	001-200-916-0000	240.00
Vendor 00559 - MPH INDUSTRIES INC Total:					25,668.00
Vendor: 05399 - MS ASSOCIATION OF CODE ENFORCEMENT					
MS ASSOCIATION OF CODE EN	INV0013883	05/17/2022	Rick's membership in MACE	001-191-686-0000	75.00
Vendor 05399 - MS ASSOCIATION OF CODE ENFORCEMENT Total:					75.00
Vendor: 03036 - MYERS & COMPANY, INC.					
MYERS & COMPANY, INC.	C220206	05/17/2022	Earl Fayard - 400 Front Beach Drive	001-120-699-0000	2,200.00
Vendor 03036 - MYERS & COMPANY, INC. Total:					2,200.00
Vendor: 02219 - NATIONAL TIRE & BATTERY					
NATIONAL TIRE & BATTERY	9066940245-G1	05/17/2022	Tires and alignment for marked / unmarked vehicles	001-200-570-0000	18.99
NATIONAL TIRE & BATTERY	9067237217-G1	05/17/2022	Tires and alignment for marked / unmarked vehicles	001-200-570-0000	18.99
NATIONAL TIRE & BATTERY	9067649941-G1	05/17/2022	BFG TIRES	401-710-570-0000	526.65
NATIONAL TIRE & BATTERY	9067785439-G1	05/17/2022	TIRES FOR CHEVY SILVERADO CC5	401-750-570-0000	715.74
Vendor 02219 - NATIONAL TIRE & BATTERY Total:					1,280.37
Vendor: 02706 - NICHOLS & ASH PLLC					
NICHOLS & ASH PLLC	1822	05/17/2022	Title Search / Legal Opinion	001-120-699-0000	1,438.50
Vendor 02706 - NICHOLS & ASH PLLC Total:					1,438.50

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: 06095 - OCCUPATIONAL HEALTH CENTER INC					
OCCUPATIONAL HEALTH CENT	279383	05/17/2022	DOT PHYSICAL C. WATSON	401-300-604-0000	75.00
Vendor 06095 - OCCUPATIONAL HEALTH CENTER INC Total:					75.00
Vendor: 00176 - OCEAN SPRINGS LUMBER CO					
OCEAN SPRINGS LUMBER CO	2203-013683	05/17/2022	FENCE BOARDS, PAINT, SCREWS & COUPLINGS	001-196-560-0000	119.51
OCEAN SPRINGS LUMBER CO	2203-013689	05/17/2022	1/4" 4x8 PLYWOOD	001-196-560-0000	126.65
OCEAN SPRINGS LUMBER CO	2203-014676	05/17/2022	Quikrete pallet charge *Credit upon return*	001-301-560-0000	50.00
OCEAN SPRINGS LUMBER CO	2203-014676	05/17/2022	Quikrete concrete *5000 PSI* high strength 42/PAL	001-301-560-0000	265.02
OCEAN SPRINGS LUMBER CO	2203-014676	05/17/2022	Quikrete concrete *40lb* 80/PAL #GM40	001-301-560-0000	304.80
OCEAN SPRINGS LUMBER CO	2204-018131	05/17/2022	PICTURE HANGING STRIPS	001-196-560-0000	3.99
OCEAN SPRINGS LUMBER CO	2204-018188	05/17/2022	PICTURE HANGING STRIPS	001-196-560-0000	11.97
OCEAN SPRINGS LUMBER CO	2204-018527	05/17/2022	BRUSH CUP KNOT/ADHESIVE	001-301-560-0000	27.37
OCEAN SPRINGS LUMBER CO	2204-018749	05/17/2022	ATH FLD STRIP WHT, ROLLER COVER, ROLLER FRAME	001-196-560-0000	18.67
OCEAN SPRINGS LUMBER CO	2204-018847	05/17/2022	GORILLA GLUE	001-196-560-0000	10.99
OCEAN SPRINGS LUMBER CO	2204-019826	05/17/2022	6' concrete parking bumper #6PB	008-553-901-0914	467.39
OCEAN SPRINGS LUMBER CO	2204-019828	05/17/2022	1X4-16' treated pine #1416T	001-351-560-0000	91.92
OCEAN SPRINGS LUMBER CO	2204-019828	05/17/2022	25# 1-5/8" exterior screws	001-351-560-0000	109.40
OCEAN SPRINGS LUMBER CO	2204-019828	05/17/2022	2X6-10' treated pine #2 prime #2610T	001-351-560-0000	192.48
OCEAN SPRINGS LUMBER CO	2204-019828	05/17/2022	25# 3" exterior screws	001-351-560-0000	109.40
OCEAN SPRINGS LUMBER CO	2204-020455	05/17/2022	Materials and supplies	001-301-560-0000	19.99
OCEAN SPRINGS LUMBER CO	2204-023101	05/17/2022	MISC FASTENERS	001-196-560-0000	1.02
OCEAN SPRINGS LUMBER CO	2204-023170	05/17/2022	PAINT AND MASKING TAPE	001-196-560-0000	47.37
OCEAN SPRINGS LUMBER CO	2204-023407	05/17/2022	PAINT	001-196-560-0000	42.99
OCEAN SPRINGS LUMBER CO	2205-028472	05/17/2022	ADDITIONAL PAINT FOR PLANNING DOOR	001-190-901-0915	79.98
OCEAN SPRINGS LUMBER CO	CM0000197	05/17/2022	Quikrete pallet charge *Credit upon return*	001-301-560-0000	-50.00
OCEAN SPRINGS LUMBER CO	CM0000198	05/17/2022	Quikrete Pallet Charge *Credit Upon Return*	001-301-560-0000	-50.00
OCEAN SPRINGS LUMBER CO	CM0000199	05/17/2022	Quikrete pallet charge	001-301-560-0000	-50.00
Vendor 00176 - OCEAN SPRINGS LUMBER CO Total:					1,950.91
Vendor: 00775 - OFFICE DEPOT INC					
OFFICE DEPOT INC	241070035001	05/17/2022	Serta® Big And Tall Puresoft® Bonded Leather High-	001-110-501-0000	660.72
Vendor 00775 - OFFICE DEPOT INC Total:					660.72
Vendor: 00549 - PDQ PRINTING, INC.					
PDQ PRINTING, INC.	65374	05/17/2022	5000 ENVELOPES - #10 WINDOW	001-140-500-0000	360.00
Vendor 00549 - PDQ PRINTING, INC. Total:					360.00
Vendor: 04348 - POWER SYSTEMS OF MS, LLC					
POWER SYSTEMS OF MS, LLC	9720	05/17/2022	Annual Service St. 1,2,3, & City Hall & station 2	001-260-630-0000	2,962.00
Vendor 04348 - POWER SYSTEMS OF MS, LLC Total:					2,962.00
Vendor: 03907 - PRO-LOCK LOCKSMITH SERVICE LLC					
PRO-LOCK LOCKSMITH SERVIC	58003	05/17/2022	Theater / Concession rekeyed	001-196-630-0000	590.96
Vendor 03907 - PRO-LOCK LOCKSMITH SERVICE LLC Total:					590.96
Vendor: 03695 - PUCKETT RENTS					
PUCKETT RENTS	891979	05/17/2022	Track KR400725W761	001-301-563-0000	4,200.00
PUCKETT RENTS	892902-0001	05/17/2022	Bucket pins (50MM) (set)	001-301-916-0000	110.00
PUCKETT RENTS	892902-0001	05/17/2022	18" HD Bucket	001-301-916-0000	1,840.00
Vendor 03695 - PUCKETT RENTS Total:					6,150.00

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Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: 21-0025 - QUADIENT FINANCE USA INC					
QUADIENT FINANCE USA INC	INV0013961	05/17/2022	POSTAGE METER FUNDING	001-140-606-0000	1,000.00
Vendor 21-0025 - QUADIENT FINANCE USA INC Total:					1,000.00
Vendor: 04883 - QUICKSCORES LLC					
QUICKSCORES LLC	220876	05/17/2022	kick ball and spring basketball fees	001-550-540-0541	224.00
Vendor 04883 - QUICKSCORES LLC Total:					224.00
Vendor: 05634 - RAM TOOL AND SUPPLY CO. INC.					
RAM TOOL AND SUPPLY CO. I	9503495330	05/17/2022	17OZ white upside down paint #SEY-20 652	001-301-560-0000	294.00
Vendor 05634 - RAM TOOL AND SUPPLY CO. INC. Total:					294.00
Vendor: 05714 - RUBBER & SPECIALTIES, INC.					
RUBBER & SPECIALTIES, INC.	6405177	05/17/2022	5/8 201 S/S buckles - dixon	001-352-560-0000	128.00
RUBBER & SPECIALTIES, INC.	6405177	05/17/2022	5/8 X 100ft 201 S/S Strapping- Dixon	001-352-560-0000	160.00
RUBBER & SPECIALTIES, INC.	6405177	05/17/2022	PB-001 Banding tool	001-352-560-0000	165.00
RUBBER & SPECIALTIES, INC.	6405177	05/17/2022	Rubber strip	001-352-560-0000	730.00
RUBBER & SPECIALTIES, INC.	6405178	05/17/2022	Hydraulic hose #GH793-6R50	001-301-563-0000	317.50
Vendor 05714 - RUBBER & SPECIALTIES, INC. Total:					1,500.50
Vendor: 06010 - SERVICE EXPERTS PLUMBING & DRAIN SERVICE					
SERVICE EXPERTS PLUMBING	4559	05/17/2022	Service to unclog the drain in male restroom	001-200-630-0000	179.00
Vendor 06010 - SERVICE EXPERTS PLUMBING & DRAIN SERVICE Total:					179.00
Vendor: 06131 - SOUTHERN HOSPITALITY SUPPLY					
SOUTHERN HOSPITALITY SUP	15008	05/17/2022	nitrile gloves	001-550-510-0000	120.00
SOUTHERN HOSPITALITY SUP	15008.1	05/17/2022	Nitrile Cleaning Gloves (10 boxes per case)	001-550-510-0000	120.00
Vendor 06131 - SOUTHERN HOSPITALITY SUPPLY Total:					240.00
Vendor: 02590 - SPORTABOUT					
SPORTABOUT	9419	05/17/2022	kickball jerseys	001-550-540-0541	928.50
SPORTABOUT	9434	05/17/2022	scorebooks	001-550-540-0541	45.50
SPORTABOUT	9434	05/17/2022	basketball jersey	001-550-540-0541	18.00
SPORTABOUT	9434	05/17/2022	kickball jerseys	001-550-540-0541	6.50
Vendor 02590 - SPORTABOUT Total:					998.50
Vendor: 05114 - STAPLES, INC					
STAPLES, INC	3498785559	05/17/2022	Kleenex Antiviral Facial Tissue, 3/boxes #752602	001-300-510-0000	11.64
STAPLES, INC	3498785559	05/17/2022	Lysol Disinfectant Spray #1668028	001-300-510-0000	87.90
STAPLES, INC	3498785559	05/17/2022	Disposable face mask 10boxes/carton #24510141	001-300-510-0000	116.99
STAPLES, INC	3506942386	05/17/2022	Pendafex Redrope File	001-140-500-0000	38.81
STAPLES, INC	3506942386	05/17/2022	Pockets Legal Size Expandabl Bostitch Epic Desktop Stapler Ice Blue (Rea B.)	401-710-500-0000	18.51
STAPLES, INC	3506942389	05/17/2022	Copy Paper - 20 Reams	001-191-500-0000	57.98
STAPLES, INC	3506942387	05/17/2022	Composition Notebook 4pk	001-550-500-0000	10.49
STAPLES, INC	3506942387	05/17/2022	Red Erasable Pens	001-550-500-0000	19.58
STAPLES, INC	3506942387	05/17/2022	Stack Stamp Approved, Entered, Paid	001-550-500-0000	38.97
STAPLES, INC	3506942387	05/17/2022	Label Maker Tape	001-550-500-0000	48.05
STAPLES, INC	3506942387	05/17/2022	Highlighters	001-550-500-0000	10.88
STAPLES, INC	3506942388	05/17/2022	Mechanical Pencils	001-550-500-0000	15.49
Vendor 05114 - STAPLES, INC Total:					475.29
Vendor: 02561 - SUDDEN SERVICE, INC					
SUDDEN SERVICE, INC	02860400	05/17/2022	Water well generator repair	401-750-630-0000	918.36
Vendor 02561 - SUDDEN SERVICE, INC Total:					918.36

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
Vendor: 05701 - SUNSOUTH LLC					
SUNSOUTH LLC	4251704	05/17/2022	spindle, pulley, discharge chut	001-550-585-0000	1,295.46
Vendor 05701 - SUNSOUTH LLC Total:					1,295.46
Vendor: 02688 - Taylor Furniture INC					
Taylor Furniture INC	38340	05/17/2022	122-91-21 Rocker Recliner Dixie Mocha	001-260-501-0000	7,139.00
Vendor 02688 - Taylor Furniture INC Total:					7,139.00
Vendor: 21-0028 - TRANSCONTINENTAL SECURITY INC					
TRANSCONTINENTAL SECURIT	0178338	05/17/2022	ELECTRONIC SECURITY SYSTEM MONITORING MAY 2	001-196-630-0000	36.99
Vendor 21-0028 - TRANSCONTINENTAL SECURITY INC Total:					36.99
Vendor: 05956 - TRANSUNION RISK & ALTERNATIVE DATA					
TRANSUNION RISK & ALTERN	293141-202204-1	05/17/2022	BATCH CHARGE 4/21/22 PLATE RUN	001-001-024-0000	188.25
TRANSUNION RISK & ALTERN	293141-202204-1	05/17/2022	BATCH CHARGE 4/11/22 TLO PLATE CHECK	001-001-024-0000	274.65
TRANSUNION RISK & ALTERN	293141-202204-1	05/17/2022	CONTRACT CHARGES APRIL 2022	001-200-699-0000	335.00
TRANSUNION RISK & ALTERN	293141-202204-1	05/17/2022	BACKGROUND CHECKS APRIL 2022	001-200-699-0000	97.20
Vendor 05956 - TRANSUNION RISK & ALTERNATIVE DATA Total:					895.10
Vendor: 01476 - UNIFIRST HOLDINGS, INC					
UNIFIRST HOLDINGS, INC	1530001654	05/17/2022	UNIFORM SERVICES AND CHARGES	001-300-535-0530	286.69
UNIFIRST HOLDINGS, INC	1530001654	05/17/2022	UNIFORM SERVICES AND CHARGES	401-710-535-0531	11.22
UNIFIRST HOLDINGS, INC	1530001655	05/17/2022	UNIFORM SERVICES AND CHARGES	401-750-535-0530	93.18
UNIFIRST HOLDINGS, INC	1530001656	05/17/2022	UNIFORM SERVICES AND CHARGES	401-750-535-0530	83.56
UNIFIRST HOLDINGS, INC	1530001657	05/17/2022	UNIFORM SERVICES AND CHARGES	001-300-535-0530	224.35
UNIFIRST HOLDINGS, INC	1530002901	05/17/2022	UNIFORM SERVICES AND CHARGES	001-300-535-0530	286.69
UNIFIRST HOLDINGS, INC	1530002901	05/17/2022	UNIFORM SERVICES AND CHARGES	401-710-535-0531	11.22
UNIFIRST HOLDINGS, INC	1530002902	05/17/2022	UNIFORM SERVICES AND CHARGES	401-750-535-0530	93.18
UNIFIRST HOLDINGS, INC	1530002903	05/17/2022	UNIFORM SERVICES AND CHARGES	401-750-535-0530	83.56
UNIFIRST HOLDINGS, INC	1530002904	05/17/2022	UNIFORM SERVICES AND CHARGES	001-300-535-0530	219.40
Vendor 01476 - UNIFIRST HOLDINGS, INC Total:					1,393.05
Vendor: 06223 - UNITI FIBER LLC					
UNITI FIBER LLC	287652	05/17/2022	CITYWIDE FIBER INTERNET MAY 2022	001-140-613-0000	4,175.40
Vendor 06223 - UNITI FIBER LLC Total:					4,175.40
Vendor: 01571 - VICKY HUPE					
VICKY HUPE	INV0013999	05/17/2022	PERSONAL VEHICLE MILEAGE FOR POST OFFICE AND BANK	001-140-605-0607	39.02
Vendor 01571 - VICKY HUPE Total:					39.02
Vendor: 05536 - WARREN PAVING, INC.					
WARREN PAVING, INC.	61564	05/17/2022	Hot plant mix asphalt-pick up Oct 2021 - Sept 2022	001-301-902-0000	218.16
WARREN PAVING, INC.	61856	05/17/2022	610-A base limestone, delivered	401-751-923-0908	4,606.53
Vendor 05536 - WARREN PAVING, INC. Total:					4,824.69
Vendor: 00693 - WASTE OIL COLLECTORS INC					
WASTE OIL COLLECTORS INC	0025644	05/17/2022	removal of used oil from Highway 57 drums	001-550-630-0000	120.00

Expense Approval Report

Vendor Name	Payable Number	Post Date	Description (Item)	Account Number	Amount
WASTE OIL COLLECTORS INC	0025735	05/17/2022	Contaminated Diesel fuel disposal	001-260-630-0000	225.00
Vendor 00693 - WASTE OIL COLLECTORS INC Total:					345.00
Vendor: 04346 - WASTE PRO GAUTIER					
WASTE PRO GAUTIER	0001224240	05/17/2022	RESIDENTIAL WASTE AND RECYCLING APRIL 2022	401-320-686-0000	112,574.48
Vendor 04346 - WASTE PRO GAUTIER Total:					112,574.48
Vendor: 02690 - WELDPRO					
WELDPRO	19	05/17/2022	hinge repair at dog park	001-550-630-0000	310.00
Vendor 02690 - WELDPRO Total:					310.00
Vendor: 03500 - WILKINSON, WILLIAMS, BOSIO & SESSOMS, PLLC					
WILKINSON, WILLIAMS, BOSI	621-0050F-5	05/17/2022	ATTORNEY FEES ILLANE LITIGATION	001-120-600-0603	4,142.17
WILKINSON, WILLIAMS, BOSI	621-0051F-2	05/17/2022	ATTORNEY FEES - OS MS NEGOTIABLE NOTE SERIES 2022	201-140-600-0600	669.00
WILKINSON, WILLIAMS, BOSI	621-0010F-227	05/17/2022	ATTORNEY FEES - APRIL 2022	001-120-600-0602	9,900.00
WILKINSON, WILLIAMS, BOSI	621-0010F-227	05/17/2022	ATTORNEY FEES - APRIL 2022	401-750-600-0602	1,080.00
WILKINSON, WILLIAMS, BOSI	621-0010F-227	05/17/2022	ATTORNEY FEES - APRIL 2022	401-751-600-0602	1,080.00
Vendor 03500 - WILKINSON, WILLIAMS, BOSIO & SESSOMS, PLLC Total:					16,871.17
Grand Total:					1,179,110.53

Account Summary

Account Number	Account Name	Expense Amount
001-196-602-0000	COMPUTER SOFTWARE	79.99
001-196-625-0000	UTILITIES	2,355.25
001-196-630-0000	GENERAL REPAIRS & MA	1,282.95
001-196-688-0000	SPECIAL SERVICES - MAR	200.00
001-197-625-0000	UTILITIES	113.08
001-200-500-0000	OFFICE SUPPLIES	12.00
001-200-520-0000	PRISONER COSTS	6,965.00
001-200-525-0000	GAS AND OIL	8,792.22
001-200-535-0531	UNIFORMS	972.02
001-200-560-0000	MATERIALS & SUPPLIES	194.91
001-200-563-0000	REPAIR PARTS & SUPPLIE	96.18
001-200-570-0000	TIRES AND TUBES	37.98
001-200-600-0600	CONTRACTUAL SERVICES	180.00
001-200-605-0607	TRAVEL/TRAINING/SEMI	1,266.60
001-200-611-0000	TELEPHONE	1,340.29
001-200-612-0000	TELEPHONE SERVICE - P	204.00
001-200-625-0000	UTILITIES	563.12
001-200-630-0000	GENERAL REPAIRS & MA	179.00
001-200-699-0000	OTHER SERVICES & CHA	432.20
001-200-916-0000	MACHINERY & EQUIPME	28,702.00
001-260-501-0000	OFFICE FURNITURE & EQ	7,139.00
001-260-563-0000	REPAIR PARTS & SUPPLIE	63.96
001-260-605-0607	TRAVEL/TRAINING/SEMI	3,196.00
001-260-611-0000	TELEPHONE	70.08
001-260-625-0000	UTILITIES	828.53
001-260-630-0000	GENERAL REPAIRS & MA	9,192.62
001-260-916-0000	MACHINERY & EQUIPME	5,157.97
001-300-510-0000	CLEANING & JANITORIAL	344.81
001-300-535-0530	UNIFORM ALLOWANCES	1,121.63
001-300-611-0000	TELEPHONE	71.50
001-300-625-0000	UTILITIES	1,796.08
001-300-630-0000	GENERAL REPAIRS & MA	180.00
001-301-543-0000	CHEMICALS	5,034.19
001-301-560-0000	MATERIALS & SUPPLIES	1,355.92
001-301-563-0000	REPAIR PARTS & SUPPLIE	10,905.81
001-301-600-0601	LANDSCAPING CONTRAC	2,070.00
001-301-611-0000	TELEPHONE	57.12
001-301-614-0000	TEMP AGENCY EXPENSE	4,185.57
001-301-625-0000	UTILITIES	31,063.08
001-301-902-0000	ASPHALT	218.16
001-301-916-0000	MACHINERY & EQUIPME	1,950.00
001-350-560-0000	MATERIALS & SUPPLIES	154.45
001-350-563-0000	REPAIR PARTS & SUPPLIE	12.90
001-350-635-0000	RENTALS	1,140.00
001-351-560-0000	MATERIALS & SUPPLIES	503.20
001-351-563-0000	REPAIR PARTS & SUPPLIE	316.59
001-351-611-0000	TELEPHONE	21.37
001-352-548-0000	SMALL TOOLS & EQUIP	320.61
001-352-560-0000	MATERIALS & SUPPLIES	1,353.05
001-352-563-0000	REPAIR PARTS & SUPPLIE	386.40
001-352-611-0000	TELEPHONE	57.12
001-352-614-0000	TEMP AGENCY EXPENSE	3,427.50
001-352-906-0000	DRAINAGE PROJECTS	17,615.88
001-353-546-0000	LANDSCAPE MATERIALS	1,326.60
001-550-500-0000	OFFICE SUPPLIES	143.46
001-550-510-0000	CLEANING & JANITORIAL	2,845.96
001-550-540-0541	ATHLETIC SUPPLIES	1,222.50
001-550-540-0542	POTTERY SUPPLIES	641.80

Fund Summary

Fund	Expense Amount
001 - GENERAL	246,094.27
008 - FOOD AND BEVERAGE TAX 2%	672,626.22
010 - FESTIVALS	231.21
174 - HURRICAN ZETA 10/28/2020	4,816.92
201 - 2022 G/O FUND	669.00
301 - MS DEPT OF ARCHIVES & HISTORY CLG	20,000.00
308 - MDOT LPA 108084 - OS ROAD PHASE I	599.00
310 - CDBG GRANTS	30,985.69
401 - UTILITY ENTERPRISE	200,168.83
551 - TACONI BUILDING	2,919.39
Grand Total:	1,179,110.53

Account Summary

Account Number	Account Name	Expense Amount
001-001-024-0000	DUE FROM SECURIX	462.90
001-001-053-0007	DUE FROM SB2948 - MA	10,000.00
001-001-053-0008	DUE FROM SENATE BON	1,145.50
001-110-501-0000	OFFICE FURNITURE & EQ	660.72
001-110-611-0000	TELEPHONE	35.75
001-120-549-0544	SPECIAL PROJECTS SUPP	3,230.08
001-120-600-0602	ATTORNEY FEES	9,900.00
001-120-600-0603	Attorney - Non Contract	4,142.17
001-120-600-0612	ENGINEERING - BMA	2,024.00
001-120-602-0000	COMPUTER SOFTWARE	16.99
001-120-605-0607	TRAVEL/TRAINING/SEMI	311.66
001-120-611-0000	TELEPHONE	107.25
001-120-630-0000	GENERAL REPAIRS & MA	104.68
001-120-686-0000	DUES/MEMBERSHIPS/S	1.99
001-120-699-0000	OTHER SERVICES & CHA	3,701.63
001-140-500-0000	OFFICE SUPPLIES	398.81
001-140-602-0000	COMPUTER SOFTWARE	16.99
001-140-605-0607	TRAVEL/TRAINING/SEMI	39.02
001-140-606-0000	POSTAGE	1,000.00
001-140-610-0000	ADVERTISING	384.12
001-140-611-0000	TELEPHONE	35.75
001-140-612-0000	TELEPHONE - KLOUD 7	4,002.98
001-140-613-0000	CITYWIDE INTERNET SER	4,175.40
001-140-625-0000	UTILITIES	1,275.35
001-180-602-0000	COMPUTER SOFTWARE	79.99
001-180-605-0607	TRAVEL/TRAINING/SEMI	399.00
001-180-610-0000	ADVERTISING	184.72
001-180-611-0000	TELEPHONE	35.75
001-190-605-0607	TRAVEL/TRAINING/SEMI	215.23
001-190-610-0000	ADVERTISING	92.64
001-190-686-0000	DUES/MEMBERSHIPS/S	380.00
001-190-901-0915	IMPROVEMENTS TO BUI	79.98
001-191-500-0000	OFFICE SUPPLIES	57.98
001-191-570-0000	TIRES AND TUBES	168.64
001-191-611-0000	TELEPHONE	107.25
001-191-630-0000	GENERAL REPAIRS & MA	345.20
001-191-686-0000	DUES/MEMBERSHIPS/S	75.00
001-193-625-0000	UTILITIES	363.03
001-194-625-0000	UTILITIES	391.76
001-194-630-0000	GENERAL REPAIRS & MA	1,431.10
001-196-342-0000	RENTAL REVENUE - MAR	350.00
001-196-560-0000	MATERIALS & SUPPLIES	1,044.97
001-196-600-0002	CLEANING SERVICES	1,050.00

Account Summary

Account Number	Account Name	Expense Amount
001-550-543-0000	CHEMICALS	4,944.00
001-550-560-0000	MATERIALS & SUPPLIES	946.66
001-550-585-0000	EQUIPMENT PARTS & SU	1,613.71
001-550-611-0000	TELEPHONE	164.37
001-550-625-0000	UTILITIES	4,903.54
001-550-630-0000	GENERAL REPAIRS & MA	1,671.80
001-550-688-0000	SPECIAL SERVICES	1,944.00
001-550-916-0000	MACHINERY & EQUIPME	4,420.00
008-550-603-0001	ALICE ST LIGHT LEASE	1,160.00
008-550-603-0002	MUSCO HWY 57 LIGHT L	78,912.83
008-550-603-0003	FREEDOM FIELD LIGHT L	3,970.00
008-550-603-0004	BEACH WALKWAY/STREE	1,170.00
008-553-901-0914	BEACH IMPROVEMENTS	467.39
008-650-600-0600	CONTRACTUAL SERVICES	3,000.00
008-800-810-0000	INTEREST	70,946.00
008-800-820-0000	PRINCIPAL	513,000.00
010-140-703-0008	EASTER - MARY C	231.21
174-405-560-0000	MATERIALS AND SUPPLI	4,816.92
201-140-600-0600	CONTRACTUAL FEES	669.00
301-196-600-0600	CONTRACTUAL - MCOK	20,000.00
308-330-911-0001	PRELIMINARY ENGINEER	599.00
310-336-911-0000	CONSTRUCTION - KCDB	30,985.69
401-300-604-0000	PHYSICAL EXAMS & TEST	75.00
401-300-610-0000	ADVERTISING	64.01
401-320-630-0000	GENERAL REPAIRS & MA	1,070.45
401-320-686-0000	GARBAGE & TRASH REM	112,574.48
401-710-500-0000	OFFICE SUPPLIES	18.51
401-710-525-0000	GAS AND OIL	34.00
401-710-535-0531	UNIFORMS	22.44
401-710-570-0000	TIRES AND TUBES	526.65
401-710-606-0000	POSTAGE	4,370.67
401-710-611-0000	TELEPHONE	71.50
401-750-535-0530	UNIFORM ALLOWANCES	353.48
401-750-563-0000	REPAIR PARTS & SUPPLIE	238.10
401-750-570-0000	TIRES AND TUBES	715.74
401-750-571-0000	UTILITY SYSTEMS PARTS	23,332.74
401-750-572-0000	WATER/SEWER TAP EXP	1,382.74
401-750-600-0602	ATTORNEY FEES - CONTR	1,080.00
401-750-611-0000	TELEPHONE	91.45
401-750-625-0000	UTILITIES	4,206.71
401-750-630-0000	GENERAL REPAIRS & MA	3,288.36
401-750-685-0000	CSX EASEMENTS	336.32
401-750-691-0000	WATER SERVICE JCUA	12,008.50
401-750-691-0001	WATER SERVICE (JCUA) -	106.47
401-751-543-0000	CHEMICALS	4,923.82
401-751-563-0000	REPAIR PARTS & SUPPLIE	18.50
401-751-571-0000	UTILITY SYSTEMS PARTS	1,523.54
401-751-600-0602	ATTORNEY FEES - CONTR	1,080.00
401-751-611-0000	TELEPHONE	105.83
401-751-614-0000	TEMP AGENCY EXPENSE	1,169.92
401-751-625-0000	UTILITIES	6,545.82
401-751-923-0908	SEWER IMPROVEMENTS	13,116.53
401-800-810-0008	INTEREST - CATERPILLAR	168.67
401-800-810-0009	INTEREST - CATERPILLAR	105.37
401-800-820-0008	PRINCIPAL - CATERPILLA	3,349.84
401-800-820-0009	PRINCIPAL - CATERPILLA	2,092.67
551-551-625-0000	UTILITIES - TACONI	2,919.39
	Grand Total:	1,179,110.53

Project Account Summary

Project Account Key	Expense Amount
None	<u>1,179,110.53</u>
Grand Total:	1,179,110.53

MEMO:

DATE: May 17, 2022

TO WHOM IT MAY CONCERN:

The following addresses have turned in paperwork to have sewer adjustments issued on their water account. The reasoning is listed on each form and period of mitigation is listed as well. Please review and confirm adjustments to be made by the Utility Billing Supervisor in the Water Dept.

Elizabeth Gollott at 3531 Gollott Rd. \$13.08/2,622 gallons adjusted. Repaired broken pipe in front yard. Plumber came out and repaired pipe.

Charles R. Jones at 3512 Parliament Drive \$88.63/9,000 gallons adjusted. Public Works/City Contractor completed a water/sewer project and laid sod along Parliament/Hastings. Customer had to water the sod laid by contractor. Requests an adjustment for watering sod.

Scott Havard at 404 Hunter Drive \$129.74/26,000 gallons adjusted. Plumber repaired the leak by replacing pipe in front yard.

John/Elaine Schemmel at 103 Bradford Circle \$153.00/30,662 gallons adjusted. Water leak in front yard. They are not residents here year around. Neighbor reported the leak and the homeowners called a plumber to fix the leak. Replaced galvanized pipe near porch/house and replaced shutoff valve at house.

Mary Smith at 202 Beverly \$154.69/ 31,000 gallons adjusted. Water line leaking in front yard. Replaced galvanized pipe.

RESPECTFULLY,
OCEAN SPRINGS WATER DEPARTMENT

Marissa Jones

Marissa Jones, Water Department Supervisor

EXHIBIT # 9c

Leak: 2,622 gallons

Adj: \$13.⁰⁸

REQUEST FOR MITIGATION

OF

SANITARY SEWER CHARGES

(PLEASE PRINT)

Elizabeth A. Golloff

April 1, 2022

NAME OF WATER/SEWER CUSTOMER

DATE OF REQUEST

3531 Golloff Road

01-004943-00

PROPERTY ADDRESS

ACCOUNT NUMBER

3/11/22 - 3/12/22

PERIOD OF MITIGATION

BASIS FOR REQUEST

water pipe in yard broke and I hired
Holland plumbing to replace and fix leak

PROOF OF MITIGATING CIRCUMSTANCES (I.E. RECIEPTS OF PLUMBER, STATEMENT OF WORK DONE BY OWNER, ETC)

I hereby certify that the above and forgoing is true and correct under penalty of law.

Elizabeth A. Golloff

April 1, 2022

Signature of applicant

Date

(Please attach receipt or invoice of proof leak has been fixed)

Holland Plumbing
 10208 Meadowbrook Ave.
 Ocean Springs, MS 39565
 228-875-4905

092119

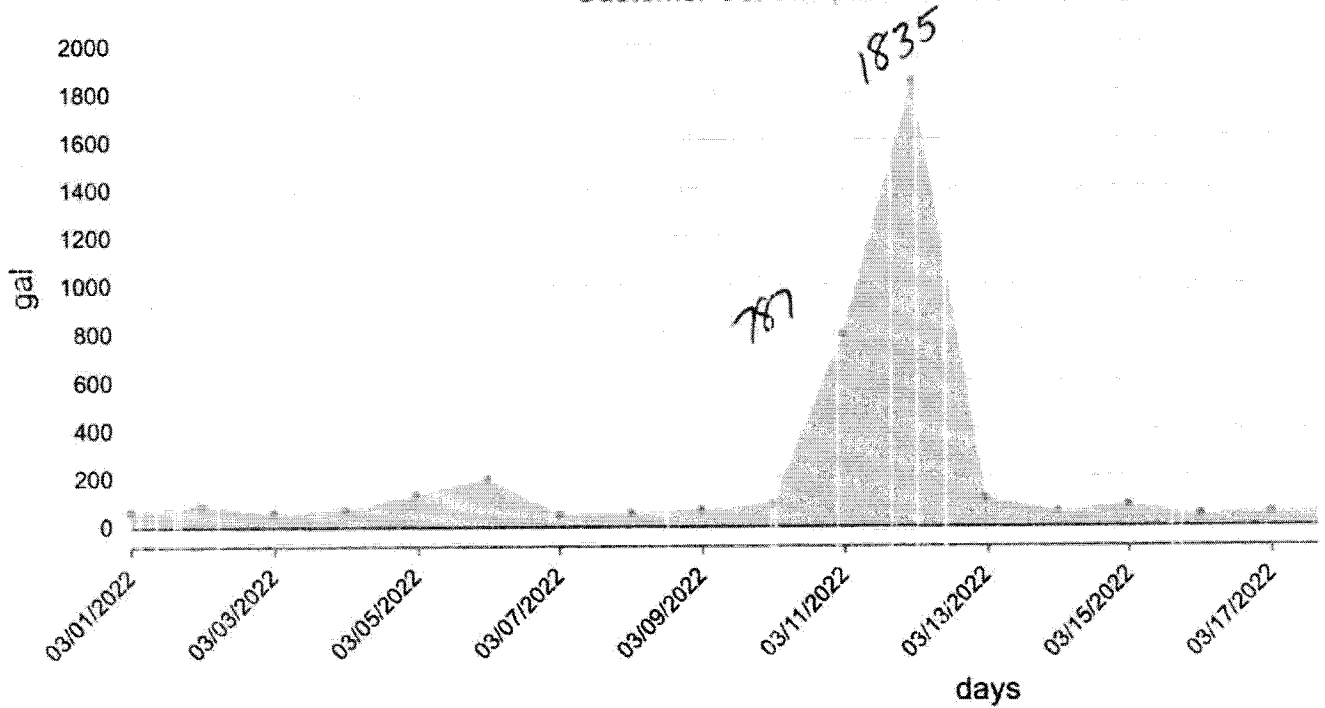
CUSTOMER'S ORDER NO.		DATE	
NAME		3/12/22	
ADDRESS			
CITY, STATE, ZIP			
SOLD BY	CASH	C.O.D.	CHARGE
			ON ACCT.
			MOSE. PETD.
			PAID OUT
QUAN.	DESCRIPTION	PRICE	AMOUNT
1	Dig up pipe & cap off old lines & repair leaks		
2			
3			
4			
5			
6			
7	Tom		522.50
8	tax		36.58
9	Tom		<u>559.08</u>
10			
11			
12			
RECEIVED BY		Tom 559.08	

A-4708
 T-46828

KEEP THIS SLIP FOR REFERENCE

01-11

Customer Consumption for Water Meter: 86499322



CSV ▼ Export

Read Date ↓	Consumption (gal) :
03/25/2022	55.5
03/24/2022	44.3
03/23/2022	48.2
03/22/2022	56.1
03/21/2022	52.3
03/20/2022	152.5
03/19/2022	86.2
03/18/2022	53.6
03/17/2022	49.6
03/16/2022	39.1
03/15/2022	79.1
03/14/2022	51.8
03/13/2022	105.3
03/12/2022	1835.7
03/11/2022	787.8
03/10/2022	85.5

CITY OF OCEAN SPRINGS

Water Department
P. O. Box 1890
Ocean Springs 39566-1890

City Hall: 1018 Porter Avenue
Phone: 228-875-4176
Fax: 228-875-7249

Leak: 9K gal.
Adj. \$ 88.⁶³

REQUEST FOR MITIGATION OF SANITARY SEWER CHARGES

Date of Request: 5/16/2022

Account Number: 01-003341-00

Name of Water/Sewer Customer: Charles R. Jones

Property Address: 3512 Parliament Drive O.S.

Period of Mitigation: 3/23-4/11

Basis for Request:

Excess water was used to clean/whatever
new sewers + water sod the city laid down
for completion of city project on Hastings

Proof of Mitigating Circumstances (i.e., receipts of plumber, statement of work done by owners, etc.)

MJ Spake to Tanya B @ PW on 5-16-22 and verified
Shaham Construction completed water/sewer project and
laid sod.

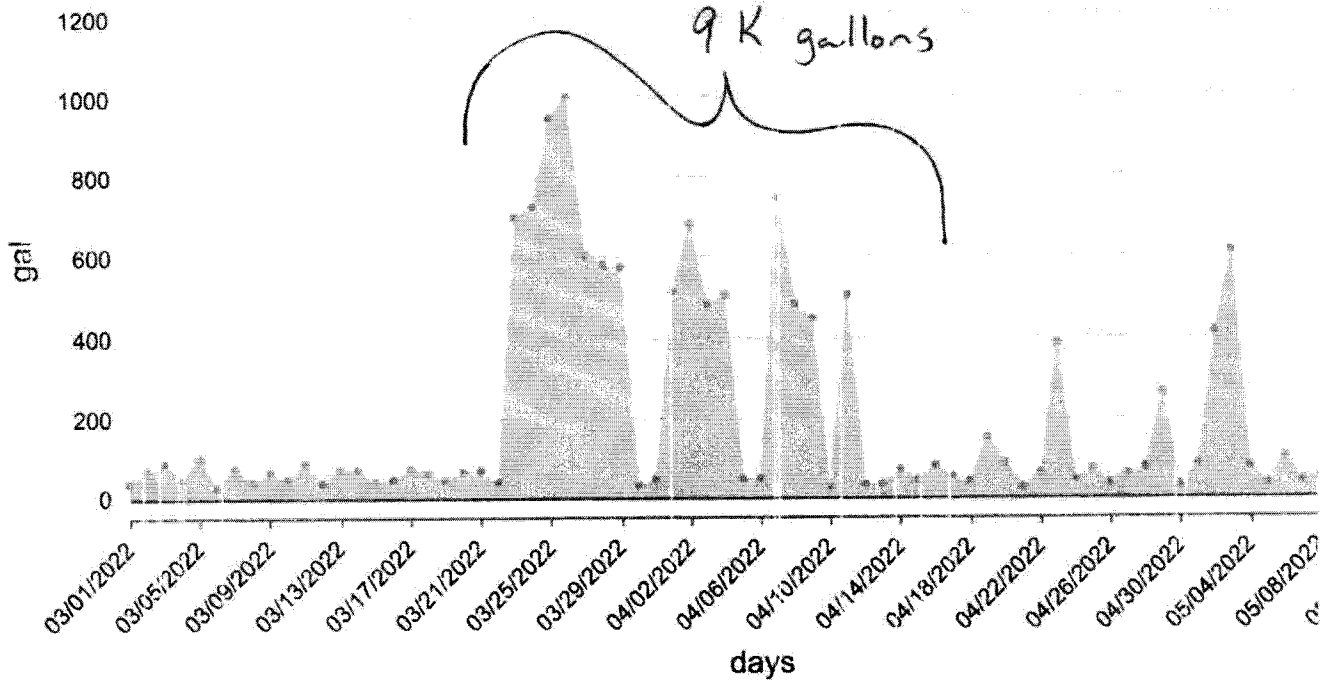
I hereby certify that the above and foregoing is true and correct under penalty of law.

Thomas Jones / Charles Jones
Signature of Applicant

Date: 5/16/2022

(Please attach receipt or invoice of proof leak has been fixed)

Customer Consumption for Water Meter: 86213446



CSV ▼ Export

Read Date ↓		Consumption (gal)
05/12/2022	9 K gallons	0
05/11/2022		28.8
05/10/2022	water : \$ 30.78	70.2
05/09/2022	sewer : \$ 57.85	436.7
05/08/2022		49.5
05/07/2022	Total \$ 88.63	36.9
05/06/2022		96.5
05/05/2022		31.5
05/04/2022		74
05/03/2022		606.8
05/02/2022		409.2
05/01/2022		80.2
04/30/2022		24.8
04/29/2022		259
04/28/2022		72.4
04/27/2022		55.8

RESIDENTIAL MONTHLY BILLING CHARGES- as of OCT 1, 2021

1000 GALLONS	WATER	SEWER	GARBAGE	TOTAL
0	\$12.93	\$12.93	\$20.00	\$45.86
1	\$12.93	\$17.92	\$20.00	\$50.85
2	\$12.93	\$22.91	\$20.00	\$55.85
3	\$12.93	\$27.90	\$20.00	\$60.84
4	\$16.24	\$32.90	\$20.00	\$69.15
5	\$19.14	\$37.89	\$20.00	\$77.03
6	\$22.06	\$42.89	\$20.00	\$84.95
7	\$24.96	\$47.87	\$20.00	\$92.83
8	\$27.88	\$52.87	\$20.00	\$100.74
9	\$30.78	\$57.85	\$20.00	\$108.63
10	\$33.69	\$62.85	\$20.00	\$116.54
11	\$34.52	\$67.84	\$20.00	\$122.36
12	\$37.27	\$72.83	\$20.00	\$130.11
13	\$40.01	\$77.83	\$20.00	\$137.84
14	\$42.77	\$82.82	\$20.00	\$145.59
15	\$45.51	\$87.81	\$20.00	\$153.32
16	\$48.26	\$92.80	\$20.00	\$161.06
17	\$50.99	\$97.80	\$20.00	\$168.79
18	\$53.74	\$102.78	\$20.00	\$176.53
19	\$56.48	\$107.78	\$20.00	\$184.26
20	\$59.23	\$112.76	\$20.00	\$192.00
21	\$61.97	\$117.76	\$20.00	\$199.73
22	\$64.72	\$122.75	\$20.00	\$207.47
23	\$67.46	\$127.74	\$20.00	\$215.20
24	\$70.22	\$132.73	\$20.00	\$222.95
25	\$72.95	\$137.73	\$20.00	\$230.68
26	\$75.70	\$142.72	\$20.00	\$238.43
27	\$78.44	\$147.71	\$20.00	\$246.15
28	\$81.19	\$152.71	\$20.00	\$253.90
29	\$83.93	\$157.69	\$20.00	\$261.62
30	\$86.68	\$162.69	\$20.00	\$269.37
31	\$89.42	\$167.67	\$20.00	\$277.09
32	\$92.16	\$172.67	\$20.00	\$284.84
33	\$94.90	\$177.66	\$20.00	\$292.56
34	\$97.65	\$182.65	\$20.00	\$300.31
35	\$100.40	\$187.64	\$20.00	\$308.04
36	\$103.15	\$192.64	\$20.00	\$315.79
37	\$105.89	\$197.62	\$20.00	\$323.51
38	\$108.64	\$202.62	\$20.00	\$331.26
39	\$111.38	\$207.62	\$20.00	\$338.99
40	\$114.16	\$212.60	\$20.00	\$346.76
41	\$116.86	\$217.60	\$20.00	\$354.46
42	\$119.61	\$222.58	\$20.00	\$362.20
43	\$122.35	\$227.58	\$20.00	\$369.93
44	\$125.10	\$232.57	\$20.00	\$377.67
45	\$127.84	\$237.56	\$20.00	\$385.40
46	\$130.60	\$242.55	\$20.00	\$393.15
47	\$133.33	\$247.55	\$20.00	\$400.88
48	\$136.08	\$252.53	\$20.00	\$408.62
49	\$138.82	\$257.53	\$20.00	\$416.35
50	\$141.57	\$262.51	\$20.00	\$424.09
51	\$144.31	\$267.51	\$20.00	\$431.82
52	\$147.06	\$272.51	\$20.00	\$439.57
53	\$149.80	\$277.49	\$20.00	\$447.29
54	\$152.55	\$282.49	\$20.00	\$455.04
55	\$155.28	\$287.48	\$20.00	\$462.76
56	\$158.04	\$292.47	\$20.00	\$470.52
57	\$160.78	\$297.46	\$20.00	\$478.24
58	\$163.53	\$302.46	\$20.00	\$485.99

Leak: 26 K
Adj: # 129.74

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: 4-11-22 3-13-3-31

Account Number: 01-004981-00

Name of Water/Sewer Customer: Ocean Springs Water

Property Address: 404 Hunter DR.

Period of Mitigation: _____

Basis for Request:

I reported the leak, and a guy working for D.S. water came out and cut my water off. He told me it was on my side, so I had to fix it. He also said to bring my bill + a copy where I fixed it, and you would reduce my bill.

Proof of Mitigating Circumstances (i.e., receipts of plumber, statement of work done by owners, etc.)

I hereby certify that the above and foregoing is true and correct under penalty of law.

Scott R. Howard
Signature of Applicant

Date: 4-11-22

(Please attach receipt or invoice of proof leak has been fixed)



Guaranteed Plumbing Service, Inc.



715 Forest Hill

P.O. Box 994

Ocean Springs, Mississippi 39566

guaranteedplumbingms@gmail.com

Date 4/5/2022

Statement

Mr. Scott Havard
404 Hunter Dr.
Ocean Springs, MS 39564



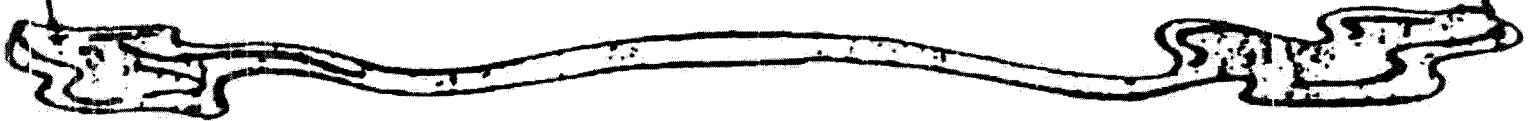
Job: WATER LEAK IN YARD

875-2462

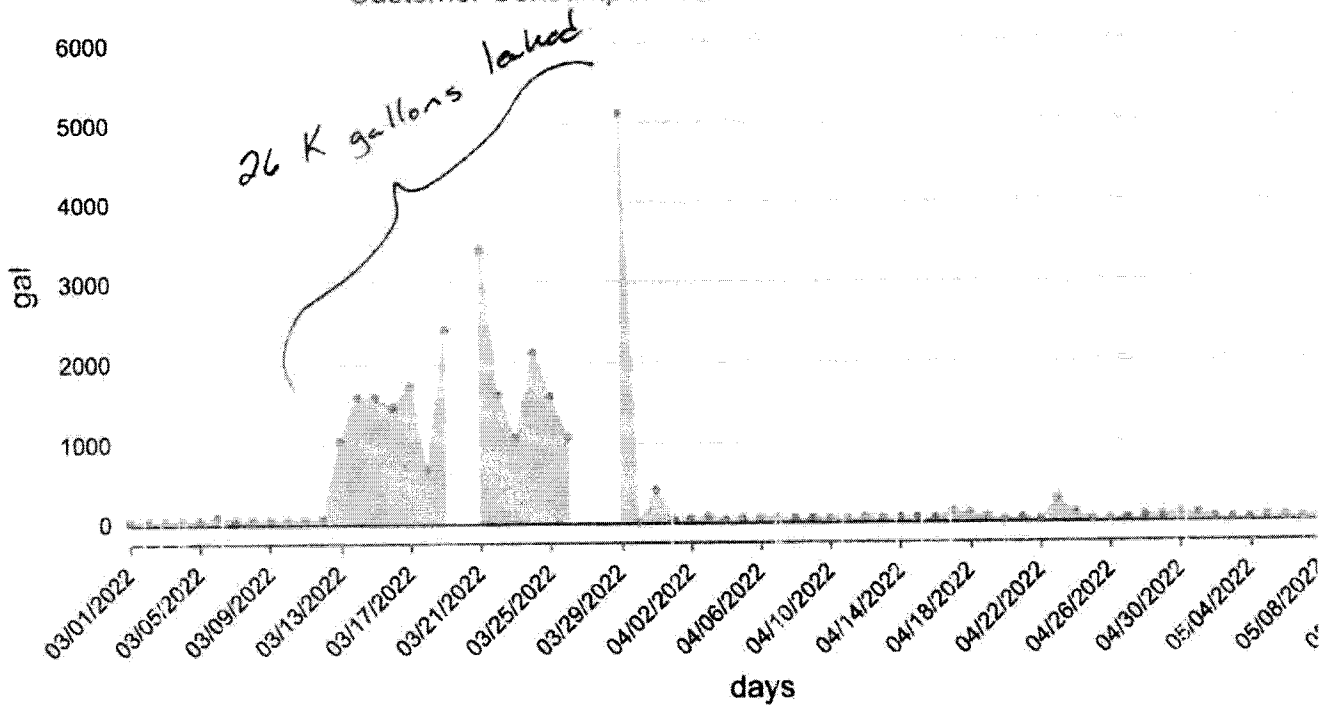
Description	Invoice #	14276	Balance
REPAIRED LEAK IN YARD....RUN PVC PIPE ON TOP OF GROUND (too many trees) 4/1/22 (pvc pipe, fittings, misc.)			
LABOR & MATERIAL			318.38
		7% Sales Tax ...	\$22.29
		TOTAL	\$340.67

Thank You for your Business!!

"THE PLUMBER YOU'D TRUST WITH YOUR HOUSE KEYS"



Customer Consumption for Water Meter: 86500608



CSV ▼ Export

Read Date ↓	Consumption (gal)
05/12/2022	11.4
05/11/2022	19.5
05/10/2022	30.8
05/09/2022	26.4
05/08/2022	57.4
05/07/2022	28.6
05/06/2022	34.2
05/05/2022	40.1
05/04/2022	13.5
05/03/2022	20.3
05/02/2022	32.7
05/01/2022	80
04/30/2022	95.9
04/29/2022	50.1
04/28/2022	61.1
04/27/2022	25.9

Leak: 30,662
Adj: \$153.⁰⁰

REQUEST FOR MITIGATION

OF

SANITARY SEWER CHARGES

(PLEASE PRINT)

John or Elaine Schemmel

5-26-22

~~XXXX~~

NAME OF WATER/SEWER CUSTOMER

DATE OF REQUEST

103 Bradford Cir.

01-004584-00

PROPERTY ADDRESS

ACCOUNT NUMBER

PERIOD OF MITIGATION

BASIS FOR REQUEST

Had a water leak in the front yard= We did not know about the leak

as we come there every 2 weeks . My neighbor called me about it

so I got the plumber to fix it. I just now got the bill

PROOF OF MITIGATING CIRCUMSTANCES (I.E. RECEIPTS OF PLUMBER, STATEMENT OF WORK DONE BY OWNER, ETC)

copy of plumbing bill attached

NOTE This happened in Dec. of last year - see bill they repaired it

12-7 & 12-10-21 Copy of your bill for this date is also attached.

anything you can do to give me some credit will be appreciated

I hereby certify that the above and forgoing is true and correct under penalty of law.

John Schemmel
Signature of applicant

4/26/22
Date

(Please attach receipt or invoice of proof leak has been fixed)

Guaranteed Plumbing Service, Inc.

715 Forest Hill
P.O. Box 994

Ocean Springs, Mississippi 39566

guaranteedplumbingms@gmail.com

Date 1/4/2022

Statement

Mr. John Schemmel
313 Merganser Trail
Clinton, MS 39056



875-2462

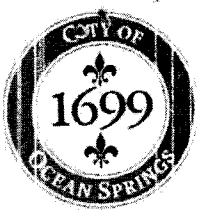
Job: *103 BRADFORD CR.
WATER LEAK IN YARD
HIGH WATER BILL

Description	Invoice #	14054	Balance
JOB: 103 BRADFORD CR. OCEAN SPRINGS, MS.			
WATER LEAK IN YARD.....			
*FOUND LEAK NEAR HOUSE/PORCH (galvanized pipe)			
1) REPLACE 6' GALV. WATER LINE FROM CORNER OF PATIO TO HOUSE			
2) REPLACE SHUTOFF AT HOUSE 12/7/21, 12/10/21 (gate valve, meter box, pvc pipe and fittings, brass nipple, misc)			
*NOTE Has galvanized water pipe from edge of patio to meter, water line goes under driveway.....need to consider replacing in the future.....			
LABOR & MATERIAL			397.02
7% Sales Tax ...			\$27.79
TOTAL			\$424.81

*Pld 4/25/22
ch 3777*

Thank You for your Business!!

"THE PLUMBER YOU'D TRUST WITH YOUR HOUSE KEYS"



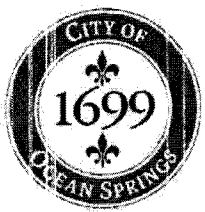
City of Ocean Springs Water and Sewer Department

PO Box 1890
1018 Porter Ave
Ocean Springs MS 39566
(228) 875-4176
<http://oceansprings-ms.gov>

Mogant

Office Hours
8:00am - 5:00pm
Monday - Friday
Closed
Saturday, Sunday, Holidays

Account Number	Account Name	Service Address			Service Period
01-004584-00	JOHN OR ELAINE SCHEMME	103 BRADFORD CIR			11/29/2021
Service	Previous Reading	Present Reading	Amount Used	Amount	
WATER	173	194	21	63.92	
SEWER				117.72	
GARBAGE				20.00	
TOTAL CURRENT CHARGES				201.64	



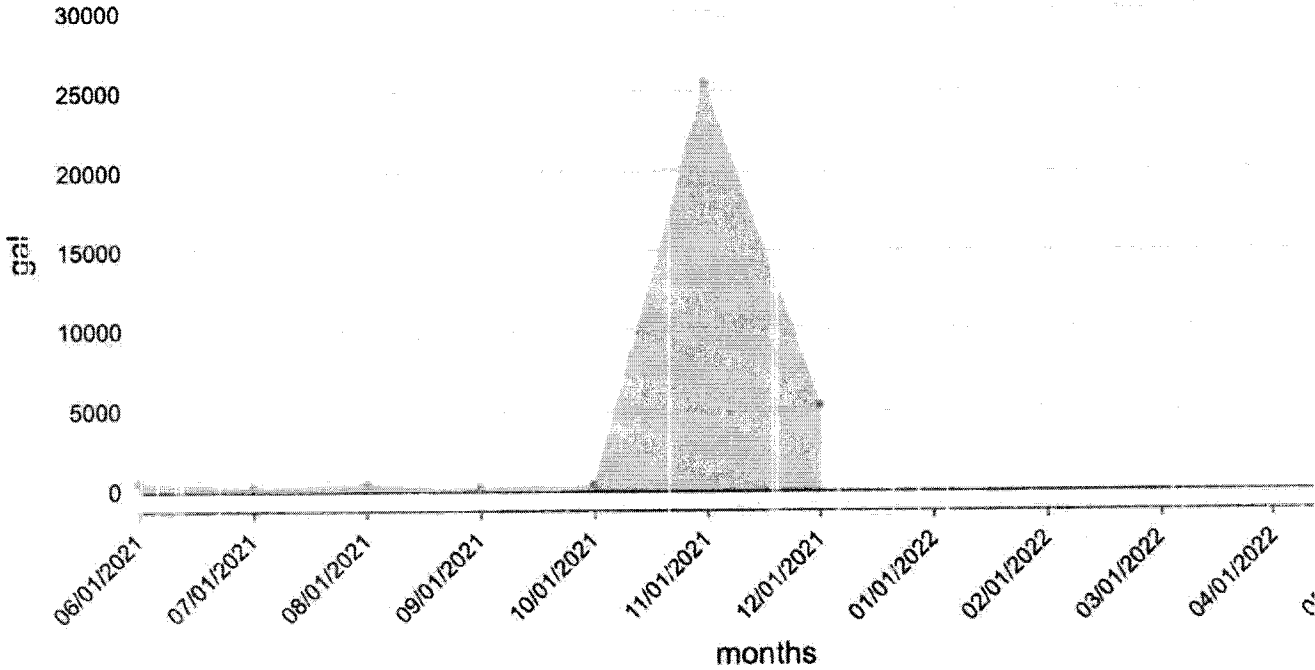
City of Ocean Springs Water and Sewer Department

PO Box 1890
1018 Porter Ave
Ocean Springs MS 39566
(228) 875-4176
<http://oceansprings-ms.gov>

Office Hours
8:00am - 5:00pm
Monday - Friday
Closed
Saturday, Sunday, Holidays

Account Number	Account Name	Service Address			Service Period
01-004584-00	JOHN OR ELAINE SCHEMME	103 BRADFORD CIR			12/27/2021
Service	Previous Reading	Present Reading	Amount Used	Amount	
WATER	194	201	7	24.26	
SEWER				47.86	
GARBAGE				20.00	
TOTAL CURRENT CHARGES				92.12	

Customer Consumption for Water Meter: 86597824



CSV ▼ Export

Read Date ↓	Consumption (gal)
12/01/2021	5260
11/01/2021	25402.6
10/01/2021	319.1
09/01/2021	129.2
08/01/2021	354
07/01/2021	176.6
06/01/2021	529.5

◀ ◁ 1 ▷ ▶ 25 ▼ items per page 1 - 7 of 7 items ↻

CSV ▼ Export

Leak : 31 K
Adj : # 154.69

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: 5/3/22
Account Number: 0114004265-01
Name of Water/Sewer Customer: Mary Smith
Property Address: 202 Beverly Dr.
Period of Mitigation: _____

Basis for Request:

~~Leaking water~~

Leaking water out side the house

Proof of Mitigating Circumstances (i.e., receipts of plumber, statement of work done by owners, etc.)

C-receipt

I hereby certify that the above and foregoing is true and correct under penalty of law.

Mary Smith
Signature of Applicant

Date: 5/3/22

(Please attach receipt or invoice of proof leak has been fixed)

WATER LINE LEAKING IN YARD

DUG UP & REPAIRED GALV LINE

Vince Baker

ACE Hardware

Thanks for shopping
your local store.

Paris Ace Ocean Springs Inc

PO Box 2837
Gulf Shores, AL 36547
(228) 818-2958

BAKER/

ITEM	QTY	SALE/REG	EXT
838753300580	1.00	7.99	7.99
4039715	EACH		
CEMENT PVC HEAVY 40Z			
838753307558	1.00	4.99	4.99
49886	EACH		
PRIMER PVC PURPLE 40Z			
819442157876	1.00	10.99	10.99
41441	EACH		
COUPLE COMP GALV 3/4"X3"			
832888405820	1.00	3.59	3.59
47787	EACH		
COUPLNG GLV 3/4X3/4"			
611942038343	2.00	0.49	0.98
43117	EACH		
ADAPTR SCH40 3/4SL3/4MPT			

SUBTOTAL \$	28.51
TAX \$	2.04
TOTAL \$	30.55

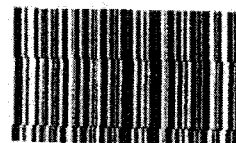
CREDIT CARD 30.55

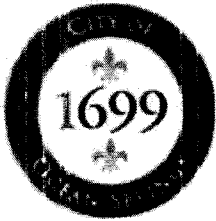
CARD *****2124
AUTH 346441

EMPLOYEE	TERM	INVO	TIME	DATE
22	19	27210434	05:01	14-Apr-2

Return Policy: No returns on Stihl machines, except for Stihl's 7-Day Upgrade policy (see stihlusa.com for more info). All other products returnable within 90 days from date of purchase, must have a receipt and original packaging intact.

INVOICE





CITY OF OCEAN SPRINGS
 1018 Porter Avenue
 Ocean Springs, MS 39564
 (228) 875-4178



Account Number	AMOUNT DUE
01-004265-01	\$319.55
Due Date	After Due Date Pay
4/15/2022	\$319.55
Service Address	
202 BEVERLY DR	

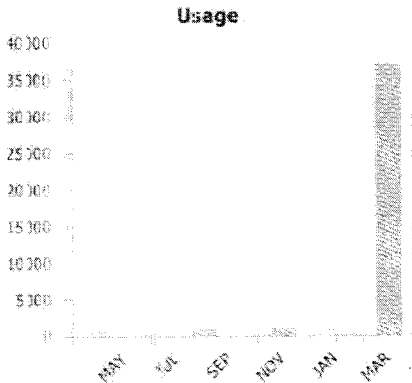
All bills are due by the due date to avoid late fees. To avoid interruption of service, payment is due by 5:00 pm the day before the cutoff date listed on your bill. Failure to receive a bill does not release customer from obligation to pay.

Mary & Keandra Smith
 202 BEVERLY DRIVE
 OCEAN SPRINGS, MS 39564

CITY OF OCEAN SPRINGS
 1018 Porter Avenue
 Ocean Springs, MS 39564

CUSTOMER ACCOUNT INFORMATION - RETAIN FOR YOUR RECORDS

Name		Service Address			Account Number	
Mary & Keandra Smith		202 BEVERLY DR			01-004265-01	
Status	Service Dates			Bill Date	Cutoff Date	Due Date
	From	To	# Days			
Active	2/21/2022	3/23/2022	30	4/1/2022	4/26/2022	4/15/2022



CURRENT READING	PREVIOUS READING	USAGE
11	11	0
37	0	37,000

PREVIOUS BALANCE	\$191.34
PAYMENTS	(\$205.48)
ADJUSTMENTS	\$0.00
PENALTIES	\$6.88
CREDIT BALANCE	(\$7.26)
METER SWAP # 4265	0.00
WATER	109.25
SEWER	197.56
GARBAGE	20.00
CURRENT BILL	\$326.81
AMOUNT DUE	\$319.55
AMOUNT DUE AFTER 04/15/2022	\$319.55

Normal consumption 6K per month.

37,000 - 6,000 = 31 K gallons that leaked.

31
 x 4.99

 \$ 154.69

NO FURTHER NOTICE WILL BE SENT OUT!!
 Please visit the link below for information on the cutoff and late fee Procedures that the Water Department follows or to Pay Your Bill.
<http://oceansprings-ms.gov/departments/water-department/>
<http://www.municipalonlinepayments.com/oceanspringsms>

First response lawn care

Tristan Garriga
Business Number 2282380800

INVOICE
INV0020

DATE
05/03/2022

DUE
On Receipt

BALANCE DUE
USD \$4,050.00

BILL TO

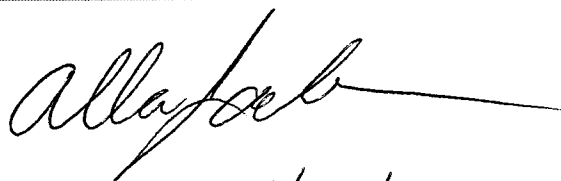
City of ocean springs

DESCRIPTION	RATE	QTY	AMOUNT
This invoice is for the cutting and maintenance of road zones 1-4	\$4,050.00	1	\$4,050.00

Dates: may 2-3, 2022

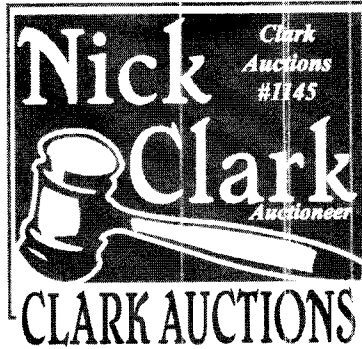
TOTAL \$4,050.00

BALANCE DUE USD \$4,050.00



5/15/22

EXHIBIT # 11-a



May 11, 2022

Mayor Kenny Holloway
City of Ocean Springs
PO Box 1800
1018 Porter Avenue
Ocean Springs, MS 39566-1800

228-875-6722
228-217-8692 (Cell)

pgaston@oceanssprings-ms.gov

Subj: Online Liquidation Auction Contract

Dear Mayor Holloway,

Thanks for the opportunity to meet with your city. I would like to propose an auction of your city assets. As the auctioneer, I will provide the following services:

Absolute Liquidation Auction

- Advertise the auction event in local and regional newspapers.
- Prepare and mail full-color direct mail pieces to potential auction buyers. (Minimum of 3,500)
- Email to 8,200 potential auction buyers a notice of auction event and prepare and place necessary auction event signage at or near the auction site.
- Place advertising on several Websites to include nickclarkauction.com, auctionzip.net, craigslist, etatesales.net.

Additionally, Clark Auctions will:

- 1) Furnish the necessary labor to catalog, lot and data entry all items to be auctioned.
- 2) Furnish all personnel to conduct the auction event to include collection of all funds and provide the necessary registration clerks and check out cashiers to conduct the auction.
- 3) Guaranty all checks and credit card purchases.
- 4) Settlement of all funds in ten business days or less.

My fee for the above Auction is 14% of sales.

101 Saddle Creek Cove • Canton, MS 39046 • Phone: 601-317-2536 • Fax: 601-856-6025
www.nickclarkauctions.com • Email: nick@nickclarkauctions.com

EXHIBIT # 11-b

Clark Auctions would provide all necessary personnel to conduct this auction. Please consider these advantages to selling via an auction.

I am of the opinion that we can begin the advertising of your auction when you say "go". We promote your auction for a minimum of 14 days. I will be responsible for all advertising expenses

I hope I have helped you to take the first step in making this important decision and can only say that I am giving you the same advice and attention I would give to my own family. I look forward to working with you. I will hold this auction from Sunday, May 15th, 2022 at 12:00 noon to Tuesday, May 31st, 2022 at 12:00 noon.

Sincerely,



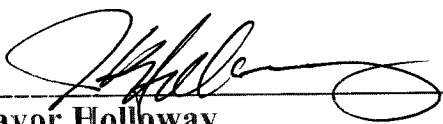
Clark Auctions
Nick Clark, Auction & Real Estate Broker
MAL #1145 MREL #B-8227
601-317-2536

I am a professional, experienced auctioneer and hold MS Auctioneers Commission license #1145. Additionally, I am a licensed MS Real Estate Broker with 38 years of experience. I am a member in good standing with the following professional organizations:

- National Auctioneers Association
- MS Auctioneers Association
- LA Auctioneers Association
- National Real Estate Association
- MS Commercial Realtor Association
- MS Real Estate Association
- Jackson, MS Association of Realtors
- Jackson, MS MLS
- Certified Appraisers Guild of America
- Licensed in MS, LA and FL
- American Bankruptcy Institute
- MS Restaurant Association
- MS Cattleman's Association
- Board of Directors Friends of MS NRA

You have all the makings of a great auction. It will draw a good crowd!

Accepted this 17th day of May, 2022.

By: 
Mayor Holloway
City of Ocean Springs, MS

MISSISSIPPI DEVELOPMENT AUTHORITY
GULF COAST RESTORATION FUND PROGRAM
GRANT AGREEMENT

City of Ocean Spring & OHOS Development, LLC
Jackson County, Mississippi
GCRF-20-09

EXHIBIT # 11-c

This Amended and Restated Grant Agreement ("Agreement"), dated as of July 1, 2023 by and between the Mississippi Development Authority (acting for and on behalf of the State of Mississippi ("MDA")), the City of Ocean Springs and OHOS Development, LLC as set forth in Item 1 of Annex A (the "Entity")

WITNESSETH:

WHEREAS, the Gulf Coast Restoration Fund, Section 57-119-1, Mississippi Code of 1972, as amended, was created for the purpose of funding programs or projects that are located in the Gulf Coast region as defined in the federal RESTORE Act, or twenty-five (25) miles from the northern boundaries of the three (3) coastal counties of Harrison, Hancock and Jackson, but not limited to expand beyond the boundaries of Hancock, Harrison, Jackson, Pearl River, Stone and George Counties; and

WHEREAS, these funds are provided for assistance to local units of government, nongovernmental organizations, institutions of higher learning, community colleges, ports, airports, public-private partnerships, private for-profit entities, private nonprofit entities and local economic development entities; and

WHEREAS, MDA is authorized to administer the Gulf Coast Restoration Fund monies upon appropriation by the Legislature; and

WHEREAS, pursuant to Section 18 of Senate Bill 2977 2020 Regular Session of the Mississippi Legislature, the Legislature appropriated Two Million Dollars (\$2,000,000) to assist the City of Ocean Springs and OHOS Development, LLC with its Public/Private Development Project (Phase I); and

WHEREAS, pursuant to Section 21 of Senate Bill 2951 2021 Regular Session of the Mississippi Legislature, the Legislature reappropriated Two Million Dollars (\$2,000,000) to assist the City of Ocean Springs and OHOS Development, LLC with its Public/Private Development Project (Phase I); and

WHEREAS, pursuant to Section 3 of Senate Bill 3049 2022 Regular Session of the Mississippi Legislature, the Legislature reappropriated Two Million Dollars (\$2,000,000) to assist the City of Ocean Springs and OHOS Development, LLC with its Public/Private Development Project (Phase I); and

WHEREAS, pursuant to Section 4 of Senate Bill 3047 2023 Regular Session of the Mississippi Legislature, the Legislature reappropriated One Million One Hundred Forty-Nine Thousand Nine Hundred Ninety-Nine Dollars (\$1,149,999) to assist the City of Ocean Springs and OHOS Development, LLC with its Public/Private Development Project (Phase I); and

WHEREAS, pursuant to the Gulf Coast Restoration Fund Act, Section 57-119, Mississippi Code of 1972, as amended, and the Gulf Coast Restoration Fund Regulations (the "Regulations") adopted by MDA, the Entity has filed an application (the "Application") with MDA for a grant to be used for the development of the Project, more particularly described in Item 2A of Annex A (the "Project"); and

WHEREAS, based upon the Application and other relevant factors, MDA has agreed to provide the Entity with a grant under the Gulf Coast Restoration Fund in the amount set forth in Item 3 of Annex A (the "Grant") under the terms and conditions set forth in Item 4 of Annex A, in order to fund, in part, and develop the Project; and

WHEREAS, the Entity has committed to use the Grant funds for the Project; and

WHEREAS, the Project satisfies the provisions of the Gulf Coast Restoration Fund and the Regulations; and

WHEREAS, the parties hereto agree that it is necessary to provide for and demonstrate compliance with the provisions of the Act;

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS, that the parties hereto intend to be legally bound hereby and in consideration of the mutual covenants hereinafter contained do hereby agree as follows:

Section 1. Grant. MDA hereby agrees to make to the Entity and the Entity hereby agrees to accept from MDA a Grant pursuant and subject to the terms of this Agreement and the Gulf Coast Restoration Fund as set forth in Annex A and Annex B. The Entity hereby agrees that it will apply the proceeds of the Grant only to the costs of the Project as more fully described in the Application. The Grant shall be disbursed by MDA to the Entity in installments as provided in this Agreement pursuant to Item 4 of Annex A. MDA's obligation to make the Grant and to disburse the Grant in installments shall be subject to all of the terms and conditions of this Agreement and the Entity satisfying all of its obligations under this Agreement and the Gulf Coast Restoration Fund.

Section 2. Disbursements. The obligation of MDA to make any disbursement of the Grant shall be subject to the following conditions, as well as any others herein set forth:

- a. the Entity shall not be in default under this Agreement or the Gulf Coast Restoration Fund; and
- b. funds appropriated by the Mississippi Legislature; and
- c. the development of the Project shall have progressed at a rate and in a manner reasonably satisfactory to MDA; and
- d. the receipt by MDA of a certificate of a representative of the Entity in the form set forth in Section 3 hereof and the notice required of the Entity set forth in Section 4 hereof for such disbursement in a form satisfactory to MDA. If the Entity fails at any time to meet the conditions precedent to any disbursement of the Grant as specified in the preceding sentence, the obligation of MDA to make further disbursements in connection with the grant shall cease until such time as such condition precedent is met and satisfied. The parties hereto agree that disbursements by MDA to the Entity of the Grant shall be made by June 30, 2024. Any portion of the grant funds not disbursed

before June 30, 2024 will be subject to reappropriation by the Legislature in subsequent years until the project is complete.

Section 3. Conditions. A condition precedent to all disbursements of the Grant shall be the delivery of a certificate of a representative of the Entity to the effect that:

- a. to the best of its knowledge, the representations and warranties of the Entity contained in this Agreement are true and correct as of the date of the disbursements with the same effect as if made on the date of such disbursements; and
- b. this Agreement has been duly authorized, executed and delivered by the Entity and constitutes a legal, valid and binding obligation of the Entity enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, reorganization, insolvency, moratorium or other laws affecting creditors' rights generally and except to the extent that the enforceability of the rights set forth herein may be limited by the availability of any particular remedies; and
- c. this Agreement has not been amended or supplemented or modified since the date of its execution and remains in full force and effect as of the date of the disbursement; and
- d. the authorization, execution and delivery of this Agreement by the Entity, and compliance by the Entity with the provisions hereof, will not conflict with or constitute a breach or default of the Entity's duties hereunder or under any law, administrative regulation, court decree, resolution, charter, bylaw or other agreement to which the Entity is subject or by which it is bound; and
- e. there is no action, suit, proceeding or investigation at law or in equity before or by any court or governmental agency or body pending or, to the best of its knowledge, after reasonable investigation and due inquiry, threatened against the Entity in any way contesting or affecting the validity of this Agreement or contesting the powers of the Entity to enter into or perform its obligations under this Agreement.

Section 4. Requisitions. A condition precedent to all disbursements of the Grant shall be the presentation to the State Treasurer of a warrant issued by the Department of Finance and Administration of the State or its successor to such duties, which warrant shall be issued under proper requisition signed by the Executive Director of MDA, all pursuant to Section 57-119-1(1). Warrants may only be issued for costs and expenses that are authorized by the Gulf Coast Restoration Fund and the Regulations. No requisition shall be executed by the Executive Director of MDA until the following shall have been satisfied:

- a. The Entity shall have provided MDA with reasonable written notice of the amount of the Grant disbursement requested by the Entity. Such notice shall contain all information necessary to enable MDA to prepare the requisition for a warrant described in this Section 4 including, without limitation, the name and title of the requesting representative of the Entity, the name of the party to be reimbursed and a description of the work product or service. In addition, such notice shall certify that the amount requested is the just amount due at the current time, is for a work product or service which has heretofore been delivered or performed and that all statutory requirements in connection with the acquisition of such work product or service have been complied with by the Entity; and
- b. The Entity must provide semi-annual reports, due October 15th and March 15th of the current fiscal year, on the status of the project; and
- c. The Entity must provide proof of all non-grant funds expended on the project to ensure that GCRF funds are proportionately spent in relation to the total project cost share outlined in the Application; and
- d. MDA shall have indicated in writing its approval of the request for the Grant disbursement.

Section 5. Representations of MDA. MDA makes the following representations as the basis for the undertakings on the part of the Local Sponsor herein contained:

- a. MDA is an agency of the State and is authorized pursuant to the provisions of the Gulf Coast Restoration Fund and the Regulations to enter into the transactions contemplated by this Agreement.
- b. MDA has full power and authority to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder.
- c. MDA has been duly authorized to execute and deliver this Agreement and by proper action has duly authorized the execution and delivery hereof and as to MDA, this Agreement is valid and legally binding and enforceable in accordance with its terms except to the extent that the enforceability thereof may be limited:
 - (1) by bankruptcy, reorganization, or other similar laws limiting the enforceability of creditors' rights generally; or
 - (2) by the availability of any discretionary equitable remedies.

Section 6. Representations of the Entity. The Entity makes the following representations as a basis for the Grant and the undertakings on the part of MDA, herein contained:

- a. The Entity has all necessary power and authority to enter into and perform its duties under this Agreement and, when executed and delivered by the respective parties hereto, this Agreement will constitute a legal, valid and binding obligation of the Entity enforceable in accordance with its terms except to the extent that the enforceability of the rights set forth herein may be limited:
 - (1) by bankruptcy, reorganization, insolvency, moratorium or other laws affecting creditors' rights generally
 - (2) by the validity of any particular remedy.
- b. The execution and delivery of this Agreement and compliance with the provisions hereof will not conflict with, or constitute a breach of or default under, the Entity's duties under any law, administrative regulation, court decree, resolution, charter, bylaws or other agreement to which the Entity is subject or by which it is bound.
- c. There is no consent, approval, authorization or other order of, filing with, or certification by, any regulatory authority having jurisdiction over the Entity required for the execution, delivery or the consummation by the Entity of any of the transactions contemplated by this Agreement and not already obtained.
- d. There is no action, suit proceeding or investigation at law or in equity before or by any court or governmental agency or body pending or, to the best knowledge of the Entity, after reasonable investigation and due inquiry, threatened against the Entity in any way contesting or affecting the validity of this Agreement or contesting the powers of the Entity to adopt, enter into or perform its obligations under this Agreement or materially and adversely affecting the properties or condition (financial or otherwise) or existence or powers of the Entity.
- e. The Entity will not discriminate against any employee or any applicant for employment because of race, religion, color, national origin, sex or age.
- f. The Entity shall comply with the terms and provisions of this Agreement and the Act and specifically with the terms set out in Item 4 of Annex A, Annex B and Annex C.
- g. The Entity certifies that all of the material information contained in the Application is true and correct as of the date of the Application and the date of this Agreement. The Entity acknowledges that MDA, in making the Grant, is relying upon the truthfulness and correctness of the material information contained in the Application. The Entity

further acknowledges that MDA must account for the proper use of funds based on the information in the Application.

- h. The Entity acknowledges that MDA will recover any expended grant funds if the assistance provided was based upon fraudulent information or if the recipient of the assistance fails to meet the performance requirements established by the Entity and MDA and referenced in the Annex A.
- i. The Entity represents and warrants that it will further the purposes of the Act.
- j. Upon request of the MDA or the Office of the State Auditor, the Entity will provide reasonable verification of its compliance with the performance metrics as set out in Annex A. Additionally, the Entity will cooperate fully with MDA and/or the Office of the State Auditor in performing audits from time to time to determine the Entity's compliance with the provision of this Agreement. The Entity further agrees that MDA and/or the Office of the State Auditor shall have the right to inspect books, records, plans and other data related to the Project.
- k. The Entity shall follow General Auditing Standards for financial and other record retention.
- l. The Entity shall comply with the following requirements and responsibilities: enroll in the E-Verify program; display the E-Verify participation posters (English & Spanish) in prominent places that are visible to prospective employees and all employees who are to be verified through the system; comply with the most recent version of the E-Verify Manual; comply with current Form I-9 procedures; initiate E-verify verification procedures for new employees within three (3) business days after each employee has been hired, and record the case verification numbers on the employee's Form I-9 or print the screen containing the verification number and attach it to the employee's Form I-9.
- m. Neither this Agreement, nor the incorporated Application, nor any other document or instrument delivered to MDA by the Company related to this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein, in light of the circumstances under which they were made, not misleading. The Company has disclosed, in writing, to MDA all facts that might reasonably be expected to result in a material adverse effect upon the Company's ability to either conduct its business or to carry out this Agreement and the transactions contemplated hereby. The Company or its agents

have not knowingly or willfully made or used a document or writing containing any false, fictitious, or fraudulent statement or entry as part of its Application or correspondence or communication with MDA related to this Agreement.

- n. The Entity shall notify the members of the House of Representatives and Mississippi Senate at least five (5) days prior to a public ceremony announcing the award of the grant in their district or any public announcement or ceremony regarding the groundbreaking or opening of a facility, roadway or bridge using grant funds.
- o. The Entity will include the following language on signage regarding any public event or any new facility, roadway or bridge: "Funds were made available for this project by the Mississippi State Legislature."

Section 8. Termination.

- a. MDA may terminate its obligation to honor any disbursement of the Grant at any time prior to any disbursement of the Grant if any event occurs, which would constitute a default under this Agreement.
- b. It is expressly understood and agreed that the obligation of MDA to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi Legislature and the receipt of state funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, or if funds are not otherwise available to MDA, then MDA shall have the right upon ten (10) working days' written notice to the Entity to terminate this Agreement without damage, penalty, cost or expense to MDA of any kind whatsoever. The effective date of termination shall be specified in the notice of termination.

Section 9. Notice Addresses. All notices given pursuant to this Agreement shall be in writing signed by the party giving the notice and shall be given by:

- a) certified mail, postage prepaid;
- b) prepaid overnight delivery; or
- c) hand delivery.

For the purposes of this Agreement, notices shall be sent to the parties at the addresses set forth on Item 5 of Annex A hereto or to such other addresses that the parties may designate in writing.

Section 10. Miscellaneous.

- a) No party may assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other parties. Such consent shall not be unreasonably withheld.
- b) This Agreement has been made by MDA (acting for and on behalf of the State) and the Entity, and no person other than the foregoing and their successors or assigns shall acquire or have any right under or by virtue of this Agreement.
- c) This Agreement shall become effective upon the execution and the acceptance hereof by the parties hereto and shall be valid and enforceable from and after the time of such execution and acceptance.
- d) If any section or part of a section of this Agreement shall be declared null and void or unenforceable against any of the parties hereto by any court of competent jurisdiction, such declaration shall not affect the validity or enforceability of any other section or part of a section of this Agreement.
- e) In the event any agreement contained in this Agreement shall be breached and such breach shall thereafter be waived, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.
- f) This Agreement shall inure to the benefit of MDA and the Entity and shall be binding upon MDA and the Entity and their respective successors and assigns.
- g) This Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed by, and enforced in accordance with, the internal laws of the State of Mississippi, including its statutes of limitation and without regard to conflict of law principles.

All disputes regarding this Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), must be brought or filed in

state court in the First Judicial District of Hinds County, Mississippi, which shall be the exclusive forum and jurisdiction for such disputes.

The Parties agree that their choice of laws and exclusive forum set forth above are mandatory and shall not be deemed permissive.

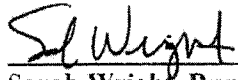
- h) This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same agreement.
- i) No amendment, change, modification, or alteration of this Agreement shall be made other than pursuant to a written instrument signed by the parties to this Agreement.
- j) This Agreement has been prepared by the efforts of all the parties. In any construction to be made to this Agreement, it shall not be construed against any party on the basis of authorship.

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

**MISSISSIPPI DEVELOPMENT AUTHORITY
(ACTING FOR AND ON BEHALF OF THE STATE
OF MISSISSIPPI)**

By: 
Laura Hipp, Deputy Executive Director


ATTEST:


Sarah Wright, Bureau Manager

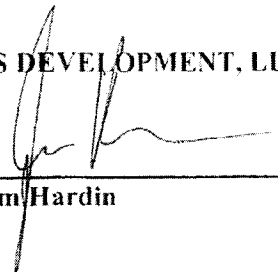
CITY OF OCEAN SPRINGS

By: 
Mayor Kenny Holloway

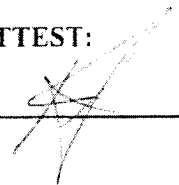
ATTEST:


Patty Gaston, City Clerk

OHOS DEVELOPMENT, LLC

By: 
Jim Hardin

ATTEST:



**Annex A
to
Amended and Restated Grant Agreement**

- Item 1-** **Name of Entity:** City of Ocean Springs & OHOS Development, LLC
- Item 2A-** **Description of Project:** Gulf Coast Restoration Funds to be used to assist the City of Ocean Springs & OHOS Development, LLC with building construction costs and other eligible expenditures related to the Public/Private Development Project as approved by MDA at the approved Project Site located at the former Swingster property on Government Street in Ocean Springs, Jackson County, Mississippi ("Project Site"). Internal labor will not be reimbursable.
- Item 2B-** **Soft Cost Expenses:** Engineering, Architectural, Project Management and other soft costs shall not exceed 10% of this MDA grant amount. Any amount above 10% will be allowed to count toward the local match for the Project as a whole.
- Item 3-** **Grant Amount:** \$2,000,000 (Phase I)
- Item 4-** **Grant Terms and Conditions**
- MDA will approve and make available for reimbursement purposes grant funds in an amount not to exceed Two Million Dollars (\$2,000,000) which amount has been previously approved and allocated with respect to the Project from the Gulf Coast Restoration Fund for the reimbursement of a portion of costs and expenses related to the Project. All documentation for disbursement must be received by June 30, 2024. Any grant funds not disbursed before June 30, 2024 will be subject to reappropriation by the Legislature in subsequent years until the Project is complete.
- The Entity commits and warrants that it will make an investment in the Project of at least Two Million, Three Hundred Thousand Dollars (\$2,300,000) to incentivize the development of the Project.
- Item 5-** **Grant Performance Metrics**
- The Entity commits to meet the following performance metrics as determined by the Entity and MDA: (1) The Entity will complete the project land acquisition by June 30, 2024; and (2) The Entity will complete the engineering design work and bid out the project by June 30, 2024. ("Performance Metric Commitments").
- In the event that the Entity fails to satisfy the Performance Metric Commitment, then the Entity shall repay the State any expended grant funds.
- MDA shall provide the Entity with written notice of default and the Entity will be given thirty (30) days following receipt of such notice to cure such default prior to the default payment becoming due and owing.

Item 6- Address Notice:

Mississippi Development Authority
Post Office Box 849
Jackson, Mississippi 39205
Attention: Financial Resources

City of Ocean Springs
1018 Porter Avenue
Ocean Springs, Mississippi 39564
Attention: Mayor Kenny Holloway

OHOS Development, LLC
929 Washington Avenue
Ocean Spring, Mississippi 39564
Attention: Erich Nichols

**Annex B
To
Amended and Restated Grant Agreement**

MOU between OHOS Development, LLC and the City of Ocean Springs

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is entered into between OHOS Land, LLC and OHOS Development, LLC (collectively "**OHOS**") and the City of Ocean Springs, Mississippi (the "**City**"), dated August 17, 2021, to establish an agreement to develop a parking garage on the site known as 1515 Government Street, utilizing that certain Gulf Coast Restoration Fund ("**GCRF**") award as administered through the Mississippi Development Authority ("**MDA**").

Summary/Introduction

The subject 2.1-acre site is planned for a mixed used development to include residences, restaurants, retail shops, office space, boutique hotel, parking garage and event lawn. The downtown location provides numerous shops and businesses, restaurants and bars, as well as recreational and cultural activities all within walking distance (collectively, the "**Project**"). The project incorporates three buildings—a boutique hotel; a true mixed-used building housing retail, restaurant, office space and residences; and a public-use, and free parking garage (for all spots in excess of those required by OHOS to satisfy zoning). This development will not only complement the established businesses in downtown Ocean Springs, but will spring-board further growth towards the east.

Parking Garage for the Use and Benefit of the City

- Multi-level, precast parking garage for free public use
- Possible large-scale art display T/B/D for the enjoyment of tourists and the greater public, provided OHOS shall consult with the City regarding the art project.

Public-Private Partnership for Parking Garage

OHOS was joined in the application by the City for purposes of developing the parking garage, and in support of the overall Project. The parties agree that OHOS Development, LLC shall design and construct the parking garage; shall manage and deploy the MDA funds in such construction; and shall transfer the completed parking garage to the City pursuant to a long-term lease (effectively, transferring the parking garage to the City for the useful life of the structure). In designing and building the parking garage and the Project, OHOS shall be the party to the GCRF grant agreement with the MDA. The City shall receive the benefit of the MDA GCRF funds pursuant to the transfer and receipt of completed parking garage at no cost to the City. OHOS intends to provide design plans and specifications to the City as soon as reasonably possible. The lease transferring the parking garage shall generally have the following terms:

- Long-term lease transferring the parking garage and its use to the City (the lease can be for \$1/year or some other nominal amount);
- The City agrees to maintain the public portion of the parking garage;
- The City agrees to maintain adequate security;
- The City agrees to pay utilities servicing the parking garage for the public portion, which shall be separately metered;

- OHOS will be provided the required minimum number of spaces per code dedicated to the residences and hotel, accessible by separate entrance.

This Memorandum of Understanding represents the understanding between the parties related to the subject matter set forth herein and all preliminary negotiations of whatever kind or nature are merged herein. The parties hereto have caused this Memorandum of Understanding to be executed this 17th day of August, 2021.

OHOS Land, LLC

By: 

Name: Jim Harout

Title: Member

OHOS Development, LLC

By: 

Name: John Orapco

Title: Manager/Member

City of Ocean Springs

By: 

Name: Kenny Holloway

Title: Mayor

Annex C
To
Amended and Restated Grant Agreement
MOU between OHOS Development, LLC and Nichols & Ash, PLLC

ACKNOWLEDGMENT OF MISSISSIPPI DEVELOPMENT AUTHORITY

STATE OF MISSISSIPPI)
) ss:
COUNTY OF HINDS)

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 29th day of August, 2023, within my jurisdiction, the within named Laura Hipp, who acknowledged she is the Deputy Executive Director, of the Mississippi Development Authority and that for and on behalf of said Department and as its act and deed, she executed the above and foregoing instrument, after first having been duly authorized by said Department so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 29th day of August, 2023.

Kay L. Troxler
Notary Public

My Commission Expires:

July 15, 2026



ACKNOWLEDGMENT OF ENTITY

STATE OF MISSISSIPPI)
) ss:
COUNTY OF Jackson)

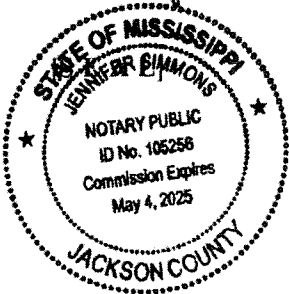
Personally appeared before me, the undersigned authority in and for the said county and state, on this the 23RD day of August, 2023, within my jurisdiction, the within named John Kenay Holloway, who acknowledged he/she is the Mayor, of the City of Ocean Springs and that for and on behalf of said City, and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized by said government agency so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 23RD day of August, 2023.

Jennifer Simmons
Notary Public

My Commission Expires:

May 4, 2025



ACKNOWLEDGMENT OF ENTITY

STATE OF MISSISSIPPI)
) ss:
COUNTY OF Harrison)

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 1st day of JULY, 2023, within my jurisdiction, the within named Jim Harrison, who acknowledged he/she is the MEMBER of OHOS Development, LLC, and that for and on behalf of said Entity, and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized by said LLC so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 1st day of July, 2023.

Ami Chere Sewell
Notary Public

My Commission Expires:

11/12/2025



[SEAL]

MISSISSIPPI DEVELOPMENT AUTHORITY
GULF COAST RESTORATION FUND PROGRAM
AMENDED AND RESTATED GRANT AGREEMENT

City of Ocean Springs & OHOS Development, LLC
Jackson County, Mississippi
GCRF-21-09

This Amended and Restated Grant Agreement ("Agreement"), dated as of July 1, 2023, by and between the Mississippi Development Authority (acting for and on behalf of the State of Mississippi ("MDA") and the City of Ocean Springs and OHOS Development, LLC as set forth in Item 1 of Annex A (the "Entity")

WITNESSETH:

WHEREAS, the Gulf Coast Restoration Fund, Section 57-119-1, Mississippi Code of 1972, as amended, was created for the purpose of funding programs or projects that are located in the Gulf Coast region as defined in the federal RESTORE Act, or twenty-five (25) miles from the northern boundaries of the three (3) coastal counties of Harrison, Hancock and Jackson, but not limited to expand beyond the boundaries of Hancock, Harrison, Jackson, Pearl River, Stone and George Counties; and

WHEREAS, these funds are provided for assistance to local units of government, nongovernmental organizations, institutions of higher learning, community colleges, ports, airports, public-private partnerships, private for-profit entities, private nonprofit entities and local economic development entities; and

WHEREAS, MDA is authorized to administer the Gulf Coast Restoration Fund monies upon appropriation by the Legislature; and

WHEREAS, pursuant to Section 20 of Senate Bill 2951 2021 Regular Session of the Mississippi Legislature, the Legislature appropriated Six Million Dollars (\$6,000,000) to assist the City of Ocean Springs and OHOS Development, LLC with its Public/Private Development Project; and

WHEREAS, pursuant to Section 2 of Senate Bill 3049 2022 Regular Session of the Mississippi Legislature, the Legislature reappropriated Six Million Dollars (\$6,000,000) to assist the City of Ocean Springs and OHOS Development, LLC with its Public/Private Development Project; and

WHEREAS, pursuant to Section 3 of Senate Bill 3047 2023 Regular Session of the Mississippi Legislature, the Legislature reappropriated Five Million Five Hundred Thirty-Six Thousand Four Hundred Eighty-One Dollars (\$5,536,481) to assist the City of Ocean Springs and OHOS Development, LLC with its Public/Private Development Project; and

WHEREAS, pursuant to the Gulf Coast Restoration Fund Act, Section 57-119, Mississippi Code of 1972, as amended, and the Gulf Coast Restoration Fund Regulations (the "Regulations") adopted by MDA, the Entity has filed an application (the "Application") with MDA for a grant to be used for the development of the Project, more particularly described in Item 2A of Annex A (the "Project"); and

WHEREAS, based upon the Application and other relevant factors, MDA has agreed to provide the Entity with a grant under the Gulf Coast Restoration Fund in the amount set forth in Item 3 of Annex A (the "Grant") under the terms and conditions set forth in Item 4 of Annex A, in order to fund, in part, and develop the Project; and

WHEREAS, in order to receive any funds, the Entity shall comply with the requirements of the Line-Item Appropriation Transparency Act, Section 27-104-351, Mississippi Code of 1972, as amended; and

WHEREAS, the Entity has committed to use the Grant funds for the Project; and

WHEREAS, the Project satisfies the provisions of the Gulf Coast Restoration Fund and the Regulations; and

WHEREAS, the parties hereto agree that it is necessary to provide for and demonstrate compliance with the provisions of the Act;

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS, that the parties hereto intend to be legally bound hereby and in consideration of the mutual covenants hereinafter contained do hereby agree as follows:

Section 1. Grant. MDA hereby agrees to make to the Entity and the Entity hereby agrees to accept from MDA a Grant pursuant and subject to the terms of this Agreement and the Gulf Coast Restoration Fund as set forth in Annex A. The Entity hereby agrees that it will apply the proceeds of the Grant only to the costs of the Project as more fully described in the Application. The Grant shall be disbursed by MDA to the Entity in installments as provided in this Agreement pursuant to Item 4 of Annex A. MDA's obligation to make the Grant and to disburse the Grant in installments shall be subject to all of the terms and conditions of this Agreement and the Entity satisfying all of its obligations under this Agreement and the Gulf Coast Restoration Fund.

Section 2. Disbursements. The obligation of MDA to make any disbursement of the Grant shall be subject to the following conditions, as well as any others herein set forth:

- a. the Entity shall not be in default under this Agreement or the Gulf Coast Restoration Fund; and
- b. funds appropriated by the Mississippi Legislature; and
- c. the development of the Project shall have progressed at a rate and in a manner reasonably satisfactory to MDA; and
- d. the receipt by MDA of a certificate of a representative of the Entity in the form set forth in Section 3 hereof and the notice required of the Entity set forth in Section 4 hereof for such disbursement in a form satisfactory to MDA. If the Entity fails at any time to meet the conditions precedent to any disbursement of the Grant as specified in the preceding sentence, the obligation of MDA to make further disbursements in connection with the grant shall cease until such time as such condition precedent is met and satisfied. The parties hereto agree that disbursements by MDA to the Entity of the Grant shall be made by June 30, 2024. Any portion of the grant funds not disbursed before June 30, 2024 will be subject to reappropriation by the Legislature in subsequent years until the project is complete.

Section 3. Conditions. A condition precedent to all disbursements of the Grant shall be the delivery of a certificate of a representative of the Entity to the effect that:

- a. to the best of its knowledge, the representations and warranties of the Entity contained in this Agreement are true and correct as of the date of the disbursements with the same effect as if made on the date of such disbursements; and
- b. this Agreement has been duly authorized, executed and delivered by the Entity and constitutes a legal, valid and binding obligation of the Entity enforceable in accordance with its terms, except as such enforceability may be limited by bankruptcy, reorganization, insolvency, moratorium or other laws affecting creditors' rights generally and except to the extent that the enforceability of the rights set forth herein may be limited by the availability of any particular remedies; and
- c. this Agreement has not been amended or supplemented or modified since the date of its execution and remains in full force and effect as of the date of the disbursement; and
- d. the authorization, execution and delivery of this Agreement by the Entity, and compliance by the Entity with the provisions hereof, will not conflict with or constitute a breach or default of the Entity's duties hereunder or under any law, administrative regulation, court decree, resolution, charter, bylaw or other agreement to which the Entity is subject or by which it is bound; and
- e. there is no action, suit, proceeding or investigation at law or in equity before or by any court or governmental agency or body pending or, to the best of its knowledge, after reasonable investigation and due inquiry, threatened against the Entity in any way contesting or affecting the validity of this Agreement or contesting the powers of the Entity to enter into or perform its obligations under this Agreement.

Section 4. Requisitions. A condition precedent to all disbursements of the Grant shall be the presentation to the State Treasurer of a warrant issued by the Department of Finance and Administration of the State or its successor to such duties, which warrant shall be issued under proper requisition signed by the Executive Director of MDA, all pursuant to Section 57-119-1(1). Warrants may only be issued for costs and expenses that are authorized by the Gulf Coast Restoration Fund and the Regulations. No requisition shall be executed by the Executive Director of MDA until the following shall have been satisfied:

- a. The Entity shall have provided MDA with reasonable written notice of the amount of the Grant disbursement requested by the Entity. Such notice shall contain all information necessary to enable MDA to prepare the requisition for a warrant described in this Section 4 including, without limitation, the name and title of the requesting representative of the Entity, the name of the party to be reimbursed

and a description of the work product or service. In addition, such notice shall certify that the amount requested is the just amount due at the current time, is for a work product or service which has heretofore been delivered or performed and that all statutory requirements in connection with the acquisition of such work product or service have been complied with by the Entity; and

- b. The Entity must provide quarterly reports on the approved reporting form provided by MDA, due January 15, April 15, July 15 and October 15 on the status of the project. The report must include a written description and an itemized report detailing the expenditure of funds or the intended expenditure of any funds that have not been spent; and
- c. The Entity must provide proof of all non-grant funds expended on the project to ensure that GCRF funds are proportionately spent in relation to the total project cost share outlined in the Application; and
- d. MDA shall have indicated in writing its approval of the request for the Grant disbursement; and
- e. Disbursement of any funds shall be contingent upon the Entity complying with the quarterly reporting requirements; and
- f. A final written itemized report on the approved form provided by MDA must be timely submitted when all state funds have been spent.

Section 5. Representations of MDA. MDA makes the following representations as the basis for the undertakings on the part of the Local Sponsor herein contained:

- a. MDA is an agency of the State and is authorized pursuant to the provisions of the Gulf Coast Restoration Fund and the Regulations to enter into the transactions contemplated by this Agreement.
- b. MDA has full power and authority to enter into the transactions contemplated by this Agreement and to carry out its obligations hereunder.
- c. MDA has been duly authorized to execute and deliver this Agreement and by proper action has duly authorized the execution and delivery hereof and as to MDA, this Agreement is valid and legally binding and enforceable in accordance with its terms except to the extent that the enforceability thereof may be limited:
 - (1) by bankruptcy, reorganization, or other similar laws limiting the enforceability of creditors' rights generally; or
 - (2) by the availability of any discretionary equitable remedies.

Section 6. Representations of the Entity. The Entity makes the following representations as a basis for the Grant and the undertakings on the part of MDA, herein contained:

- a. The Entity has all necessary power and authority to enter into and perform its duties under this Agreement and, when executed and delivered by the respective parties hereto, this Agreement will constitute a legal, valid and binding obligation of the Entity enforceable in accordance with its terms except to the extent that the enforceability of the rights set forth herein may be limited:
 - (1) by bankruptcy, reorganization, insolvency, moratorium or other laws affecting creditors' rights generally
 - (2) by the validity of any particular remedy.
- b. The execution and delivery of this Agreement and compliance with the provisions hereof will not conflict with, or constitute a breach of or default under, the Entity's duties under any law, administrative regulation, court decree, resolution, charter, bylaws or other agreement to which the Entity is subject or by which it is bound.
- c. There is no consent, approval, authorization or other order of, filing with, or certification by, any regulatory authority having jurisdiction over the Entity required for the execution, delivery or the consummation by the Entity of any of the transactions contemplated by this Agreement and not already obtained.
- d. There is no action, suit proceeding or investigation at law or in equity before or by any court or governmental agency or body pending or, to the best knowledge of the Entity, after reasonable investigation and due inquiry, threatened against the Entity in any way contesting or affecting the validity of this Agreement or contesting the powers of the Entity to adopt, enter into or perform its obligations under this Agreement or materially and adversely affecting the properties or condition (financial or otherwise) or existence or powers of the Entity.
- e. The Entity will not discriminate against any employee or any applicant for employment because of race, religion, color, national origin, sex or age.
- f. The Entity shall comply with the terms and provisions of this Agreement and the Act and specifically with the terms set out in Item 4 of Annex A.
- g. The Entity certifies that all of the material information contained in the Application is true and correct as of the date of the Application and the date of this Agreement. The Entity acknowledges that MDA, in making the Grant, is relying upon the truthfulness and correctness of the material information contained in the Application. The Entity

further acknowledges that MDA must account for the proper use of funds based on the information in the Application.

- h. The Entity acknowledges that MDA will recover any expended grant funds if the assistance provided was based upon fraudulent information or if the recipient of the assistance fails to meet the performance requirements established by the Entity and MDA and referenced in the Annex A.
- i. The Entity represents and warrants that it will further the purposes of the Act.
- j. Upon request of the MDA or the Office of the State Auditor, the Entity will provide reasonable verification of its compliance with the performance metrics as set out in Annex A. Additionally, the Entity will cooperate fully with MDA and/or the Office of the State Auditor in performing audits from time to time to determine the Entity's compliance with the provision of this Agreement. The Entity further agrees that MDA and/or the Office of the State Auditor shall have the right to inspect books, records, plans and other data related to the Project.
- k. The Entity shall follow General Auditing Standards for financial and other record retention requirements.
- l. The Entity shall comply with the following requirements and responsibilities: enroll in the E-Verify program; display the E-Verify participation posters (English & Spanish) in prominent places that are visible to prospective employees and all employees who are to be verified through the system; comply with the most recent version of the E-Verify Manual; comply with current Form I-9 procedures; initiate E-verify verification procedures for new employees within three (3) business days after each employee has been hired, and record the case verification numbers on the employee's Form I-9 or print the screen containing the verification number and attach it to the employee's Form I-9.
- m. Neither this Agreement, nor the incorporated Application, nor any other document or instrument delivered to MDA by the Company related to this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein, in light of the circumstances under which they were made, not misleading. The Company has disclosed, in writing, to MDA all facts that might reasonably be expected to result in a material adverse effect upon the Company's ability to either conduct its business or to carry out this Agreement and the transactions contemplated hereby. The Company or its agents have not knowingly or willfully made or used a document or writing containing any false, fictitious, or fraudulent statement or entry as part

of its Application or correspondence or communication with MDA related to this Agreement.

- n. The Entity shall notify the members of the House of Representatives and Mississippi Senate at least five (5) days prior to a public ceremony announcing the award of the grant in their district or any public announcement or ceremony regarding the groundbreaking or opening of a facility, roadway or bridge using grant funds.
- o. The Entity will include the following language on signage regarding any public event or any new facility, roadway or bridge: "Funds were made available for this project by the Mississippi State Legislature."

Section 8. Termination.

- a. MDA may terminate its obligation to honor any disbursement of the Grant at any time prior to any disbursement of the Grant if any event occurs, which would constitute a default under this Agreement.
- b. It is expressly understood and agreed that the obligation of MDA to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi Legislature and the receipt of state funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, or if funds are not otherwise available to MDA, then MDA shall have the right upon ten (10) working days written notice to the Entity to terminate this Agreement without damage, penalty, cost or expense to MDA of any kind whatsoever. The effective date of termination shall be specified in the notice of termination.

Section 9. Notice Addresses. All notices given pursuant to this Agreement shall be in writing signed by the party giving the notice and shall be given by:

- a) certified mail, postage prepaid;
- b) prepaid overnight delivery; or
- c) hand delivery.

For the purposes of this Agreement, notices shall be sent to the parties at the addresses set forth on Item 5 of Annex A hereto or to such other addresses that the parties may designate in writing.

Section 10. Miscellaneous.

- a) No party may assign or delegate its rights or obligations pursuant to this Agreement without the prior written consent of the other parties. Such consent shall not be unreasonably withheld.
- b) This Agreement has been made by MDA (acting for and on behalf of the State) and the Entity, and no person other than the foregoing and

their successors or assigns shall acquire or have any right under or by virtue of this Agreement.

- c) This Agreement shall become effective upon the execution and the acceptance hereof by the parties hereto and shall be valid and enforceable from and after the time of such execution and acceptance.
- d) If any section or part of a section of this Agreement shall be declared null and void or unenforceable against any of the parties hereto by any court of competent jurisdiction, such declaration shall not affect the validity or enforceability of any other section or part of a section of this Agreement.
- e) In the event any agreement contained in this Agreement shall be breached and such breach shall thereafter be waived, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.
- f) This Agreement shall inure to the benefit of MDA and the Entity and shall be binding upon MDA and the Entity and their respective successors and assigns.
- g) This Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed by, and enforced in accordance with, the internal laws of the State of Mississippi, including its statutes of limitation and without regard to conflict of law principles.

All disputes regarding this Agreement, and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement), must be brought or filed in state court in the First Judicial District of Hinds County, Mississippi, which shall be the exclusive forum and jurisdiction for such disputes.

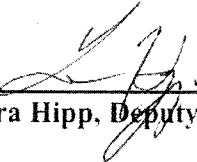
The Parties agree that their choice of laws and exclusive forum set forth above are mandatory and shall not be deemed permissive.

- h) This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same agreement.


- i) It is expressly understood and agreed by and between the Parties that this Agreement sets out the understandings between the Parties and that there are no promises, agreements, conditions, understandings, inducements, warranties or representations, either oral or written, express or implied, between them other than as set forth in this Agreement. No amendment, change, modification, or alteration of this Agreement shall be made other than pursuant to a written instrument signed by the parties to this Agreement.
- j) This Agreement has been prepared by the efforts of all the parties. In any construction to be made to this Agreement, it shall not be construed against any party on the basis of authorship.

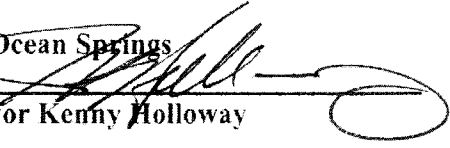
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

**MISSISSIPPI DEVELOPMENT AUTHORITY
(ACTING FOR AND ON BEHALF OF THE STATE
OF MISSISSIPPI)**


By: 
Laura Hipp, Deputy Executive Director

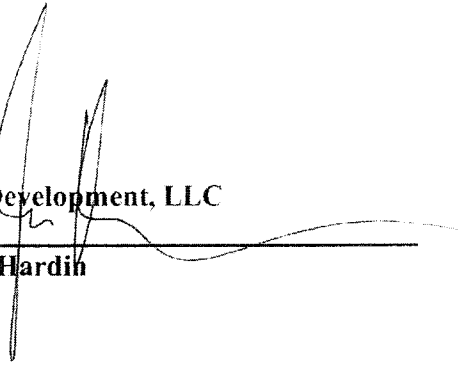
ATTEST:


Sarah Wright, Bureau Manager

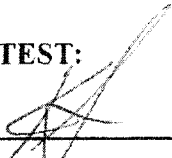
City of Ocean Springs
By: 
Mayor Kenny Holloway

ATTEST:


Title: City Clerk

OHOS Development, LLC
By: 
Jim Hardin

ATTEST:


Title: PROJECT MANAGER

Annex A
to
Amended and Restated Grant Agreement

Item 1- **Name of Entity:** City of Ocean Springs & OHOS Development, LLC

Item 2A- **Description of Project:** Gulf Coast Restoration Funds to be used to assist the City of Ocean Springs & OHOS Development, LLC with building construction costs and other eligible expenditures as approved by MDA at the approved project site located at the former Swingster property on Government Street in Ocean Springs, Jackson County, Mississippi ("Project Site"). Internal labor will not be reimbursable.

Item 2B- **Soft Cost Expenses:** Engineering, Architectural, Project Management and other soft costs shall not exceed 10% of this MDA grant amount. Any amount above 10% will be allowed to count toward the local match for the project as a whole.

Item 3- **Grant Amount:** \$6,000,000 (Phase II)

Item 4- **Grant Terms and Conditions**

MDA will approve and make available for reimbursement purposes grant funds in an amount not to exceed Six Million Dollars (\$6,000,000) which amount has been previously approved and allocated with respect to the Project from the Gulf Coast Restoration Fund for the reimbursement of a portion of costs and expenses related to the Project. All documentation for disbursement must be received by June 30, 2024. Any grant funds not disbursed before June 30, 2024 will be subject to reappropriation by the Legislature in subsequent years until the project is complete.

The disbursement of grant funds shall be contingent upon the entity complying with the quarterly reporting requirements. No funds will be disbursed by MDA until the Entity has submitted all delinquent quarterly reports.

The Entity commits and warrants that an investment of at least a total of Thirteen Million, Nine Hundred and Ninety-Three Thousand Seven Hundred and One Dollars (\$13,993,701) will be made to incentivize the development of the project.

Item 5- **Grant Performance Metrics**

The Entity commits to meet the following performance metrics as determined by the Entity and MDA: (1) The parking garage portion of the project will be open to public use by June 30, 2026; and (2) The Entity will complete construction of all the project facilities by June 30, 2026 ("Performance Metric Commitments"). In the event that the Entity fails to satisfy the Performance Metric Commitment, then the Entity shall repay the State any expended grant funds.

MDA shall provide the Entity with written notice of default and the Entity will be given thirty (30) days following receipt of such notice to cure such default prior to the default payment becoming due and owing.

Item 6- **Address Notice:**

Mississippi Development Authority
Post Office Box 849
Jackson, Mississippi 39205
Attention: Financial Resources

City of Ocean Springs
1018 Porter Avenue
Ocean Springs, Mississippi 39564
Attention: Mayor Kenny Holloway

OHOS Development, LLC
929 Washington Avenue
Ocean Spring, Mississippi 39564
Attention: Erich Nichols

**Annex B
To
Amended and Restated Grant Agreement**

MOU between OHOS Development, LLC and the City of Ocean Springs

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is entered into between OHOS Land, LLC and OHOS Development, LLC (collectively "**OHOS**") and the City of Ocean Springs, Mississippi (the "**City**"), dated August 17, 2021, to establish an agreement to develop a parking garage on the site known as 1515 Government Street, utilizing that certain Gulf Coast Restoration Fund ("**GCRF**") award as administered through the Mississippi Development Authority ("**MDA**").

Summary/Introduction

The subject 2.1-acre site is planned for a mixed used development to include residences, restaurants, retail shops, office space, boutique hotel, parking garage and event lawn. The downtown location provides numerous shops and businesses, restaurants and bars, as well as recreational and cultural activities all within walking distance (collectively, the "**Project**"). The project incorporates three buildings—a boutique hotel; a true mixed-used building housing retail, restaurant, office space and residences; and a public-use, and free parking garage (for all spots in excess of those required by OHOS to satisfy zoning). This development will not only complement the established businesses in downtown Ocean Springs, but will spring-board further growth towards the east.

Parking Garage for the Use and Benefit of the City

- Multi-level, precast parking garage for free public use
- Possible large-scale art display T/B/D for the enjoyment of tourists and the greater public, provided OHOS shall consult with the City regarding the art project.

Public-Private Partnership for Parking Garage

OHOS was joined in the application by the City for purposes of developing the parking garage, and in support of the overall Project. The parties agree that OHOS Development, LLC shall design and construct the parking garage; shall manage and deploy the MDA funds in such construction; and shall transfer the completed parking garage to the City pursuant to a long-term lease (effectively, transferring the parking garage to the City for the useful life of the structure). In designing and building the parking garage and the Project, OHOS shall be the party to the GCRF grant agreement with the MDA. The City shall receive the benefit of the MDA GCRF funds pursuant to the transfer and receipt of completed parking garage at no cost to the City. OHOS intends to provide design plans and specifications to the City as soon as reasonably possible. The lease transferring the parking garage shall generally have the following terms:

- Long-term lease transferring the parking garage and its use to the City (the lease can be for \$1/year or some other nominal amount);
- The City agrees to maintain the public portion of the parking garage;
- The City agrees to maintain adequate security;
- The City agrees to pay utilities servicing the parking garage for the public portion, which shall be separately metered;

- OHOS will be provided the required minimum number of spaces per code dedicated to the residences and hotel, accessible by separate entrance.

This Memorandum of Understanding represents the understanding between the parties related to the subject matter set forth herein and all preliminary negotiations of whatever kind or nature are merged herein. The parties hereto have caused this Memorandum of Understanding to be executed this 17th day of August, 2021.

OHOS Land, LLC

By: 

Name: Jim Harout

Title: Member

OHOS Development, LLC

By: 

Name: John Orapco

Title: Manager/Member

City of Ocean Springs

By: 

Name: Kenny Holloway

Title: Mayor

Annex C
To
Amended and Restated Grant Agreement
MOU between OHOS Development, LLC and Nichols & Ash, PLLC

ACKNOWLEDGMENT OF MISSISSIPPI DEVELOPMENT AUTHORITY

STATE OF MISSISSIPPI)
) ss:
COUNTY OF HINDS)

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 29th day of August, 2023, within my jurisdiction, the within named Laura Hipp who acknowledged she is the Deputy Executive Director, of the Mississippi Development Authority and that for and on behalf of said Department and as its act and deed, she executed the above and foregoing instrument, after first having been duly authorized by said Department so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 29th day of August, 2023.

Kay L. Troxler
Notary Public

My Commission Expires:

July 15, 2026

[SEAL]



ACKNOWLEDGMENT OF ENTITY

STATE OF MISSISSIPPI)
) ss:
COUNTY OF Jackson)

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 23RD day of August, 2023, within my jurisdiction, the within named John Kenny Holloway, who acknowledged he/she is the Mayor of City of Ocean Springs, and that for and on behalf of said government agency, and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized by said government agency so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 23RD day of August, 2023.

Jennifer Simmons
Notary Public

My Commission Expires:
May 4, 2025



ACKNOWLEDGMENT OF ENTITY

STATE OF MISSISSIPPI)
) ss:
COUNTY OF Harrison)

Personally appeared before me, the undersigned authority in and for the said county and state, on this the 1 day of JULY, 2023, within my jurisdiction, the within named Jim Harrison, who acknowledged he/she is the MEMBER, of OHOS Development, LLC, and that for and on behalf of said Entity, and as its act and deed, they executed the above and foregoing instrument, after first having been duly authorized by said LLC so to do.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 1st day of July, 2023.

Ami C Sewell
Notary Public

My Commission Expires:

11/12/2025

[SEAL]

