9. CONSENT AGENDA (a -i)

a. Motion to spread on the minutes naming the following as Deputy Court Clerks:
    1. Glenn Agnelly
    2. Ezell Arnold
    3. Gabrielle Lauga
    4. Reed Verdin

Waveland Municipal Court
1602 McLaurin St.
Waveland, MS 39576
Phone: 228-466-0042
Fax: 228467-3686

November 19, 2021

Please spread on the minutes the following as Deputy Court Clerks:

Glenn Agnelly
Ezell Arnold
Gabrielle Lauga
Reed Verdin

Thank you,

Rhonda Cummings, Court Clerk

CITY OF WAVELAND, MS
MUNICIPAL COURT CLERK
DEPUTY COURT CLERK

8. BLIGHTED PROPERTY PUBLIC HEARING

a. 413 Surf St. 162J-0-10-265.000 Property Owner Bonnie J Schertler - Dilapidated House/Overgrown with an Unregistered Vehicle (Tabled from the October 20, 2021 and November 17 2021 Meetings)

Bd.Mtg.Date 11/1/21 EXHIBIT Tabled.

CITY OF
WAVELAND
HOSPITALITY CITY

Building/Zoning Department
301 Coleman Avenue
Waveland, MS 39576
(228)466-2549
(228)467-5177 FAX

September 30, 2021

Bonnie J Schertler
26409 Williamson Rd
Red Level, AL 36474

USPS Tracking #: 9114 9999 5638 5115 4786 57

RE: Notice of Violation
413 Surf St.
Waveland, MS 39576
Parcel #162J-0-10-265.000

Dear Ms. Schertler,

This office has received a complaint concerning the above referenced property. This letter will serve as an official notice of violation. After receiving a complaint an inspector visited the above-mentioned property and found a dilapidated and unsafe structure. The structure is in violation of Section 21-19-11 (Miss Code Annotated, 1972 as amended) and the International Property Maintenance Code, 2018 edition, Section 108.1.1 Unsafe Structures which states, "An unsafe structure is one that is found to be dangerous to the life, health, property or safety of the public or occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of a fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible." and Section 304.6 of the IPMC, states "All exterior walls shall be free from holes, breaks, and loose or rotting materials; and maintained weatherproof and properly surface coated where required to prevent deterioration." And Section 302.8 Motor Vehicles therein states, "Except as provided for in other regulations, no inoperative or unlicensed motor vehicle shall be parked, kept or stored on any premises, and no vehicle shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled."

Therefore the unregistered vehicle/vehicles must be removed and the structure is declared unsafe and is condemned and must be demolished and removed pursuant to the International Property Maintenance Code, 2018 edition, Section 110 Demolition which states, "The Code Official shall order the owner of any premises upon which is located any structure, which in the Code Official's judgement after review is so deteriorated or dilapidated or has become so out of repair as to become dangerous, unsafe, insanitary or otherwise unfit for human habitation or occupancy, and such that it is unreasonable to repair the structure, to demolish and remove such structure…."

The City is asking that you please take the above actions within fourteen (14) days of the date of this letter.

NOTICE OF HEARING

If you have not taken the above corrective actions within the 14 days provided, you are hereby given notice of and invited to attend a hearing before the Mayor and Board of Alderman on October 20th 2021, at 6:30 PM in the City Alderman Chambers at 301 Coleman Ave; Waveland MS 39576, on the violations set forth above. At this hearing, the City Council will be asked to adjudicate that the subject property is an unsafe structure that is found to be dangerous to the life, health, property or safety of the public or occupants of the structure by not providing minimum safeguards to protect or warn occupants in the event of a fire, or because such structure contains unsafe equipment or is so damaged, decayed, dilapidated, structurally unsafe or of such faulty construction or unstable foundation, that partial or complete collapse is possible or a menace to the public health, safety and general welfare of the community. This adjudication will also authorize the City of Waveland to re-enter the property for a period of one (1) year without any further hearings if notice is posted on this property and at City Hall, 301 Coleman Ave; Waveland, MS at least seven (7) days prior to re-entering the property for resolution of the same type of violation. In addition, the Mayor and Board will be asked to authorize advertisement for bids, or use City resources to perform the necessary corrective actions. All costs incurred will be assessed to your property taxes and/or posted to the Hancock County Judgment Rolls. Please contact our office at 228-466-2549, if you have any questions about this letter or if the requested corrective actions are taken within the fourteen (14) day period in order to avoid our proceeding with a hearing on your property.

Any persons directly affected by a decision of the Code Official or a notice or order issued under this code shall have the right to appeal to the board of appeals, provided that a written application for appeal is filed within 20 days after the day the decision, notice or order was served. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means.

If you have any questions, please contact the Building Department. Thank you in advance for your attention to this matter.

Sincerely,

M. Willis

Makesi Willis
Blighted Properties/Code Enforcement Clerk

Cc: Mayor and Board of Alderman
Building Official
City Clerk
City Attorney

CITY OF
WAVELAND
HOSPITALITY CITY

Building/Zoning Department
301 Coleman Avenue
Waveland, MS 39576
(228)466-2549
(228)467-5177 FAX

September 10, 2021

Bonnie J Schertler
413 Surf St.
Waveland, MS 39576

USPS Tracking #: 9114 9012 3080 3980 6532 66

RE: Notice of Violation
413 Surf St.
Waveland, MS 39576
Parcel #162J-0-10-265.000

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If you have any questions, please contact the Building Department. Thank you in advance for your attention to this matter.

Sincerely,

M. Willis

Makesi Willis
Blighted Properties/Code Enforcement Clerk

Cc: Mayor and Board of Alderman
Building Official
City Clerk
City Attorney

May 20, 2021 at 3:26:30 PM
413 Surf S
Waveland MS 39576
United States

May 20, 2021 at 3:26:31 PM
413 Surf S
Waveland MS 39576
United States

May 20, 2021 at 3:26:22 PM
413 Surf St
Waveland MS 39576
United States

b. Motion to approve a Task Order 221-033.013-14 in the amount of $110,000.00 from Compton Engineering, to provide a design of water and sewer infrastructure on Monroe Street from Rue de Lasalle to Carroll Avenue and on Christ Street from Monroe to Singleton. (This will provide water and sewer services to roughly 50 to 60 new homes within the city. This issue TABLED from November 17, 2021 Meeting).

c. Motion to approve Task Order 221-033.017-1 from Compton Engineering in the amount of $800.00 to provide Boundary Survey on lots 1 and 2, at corner of Caspian Street and Avenue B in Waveland.

EXHIBIT 1
TASK ORDER REQUEST
221-033.017-1

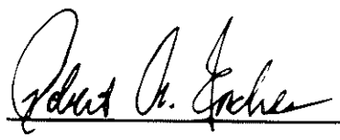
Date: November 24, 2021

Description of Requested Work:

Boundary Survey on lots 1 and 2, at corner of Caspian Street and Avenue B, Waveland.

To be provided by Engineer:

Surveying	$ 800.00
Total amount of Task Order (not to exceed)	$ 800.00

Engineer's Signature 

Date Accepted: _____

_____
Signature

COMPTON ENGINEERING, INC.

RATE SCHEDULE
2019

Labor Classification	Hourly Rate
Engineer Principal	$ 180.00
Architect	$ 150.00
Senior Project Engineer	$ 150.00
Project Engineer	$ 130.00
Engineer Intern	$ 100.00
Environmental Specialist	$ 100.00
Senior Project Manager	$ 135.00
Project Manager	$ 115.00
Senior Design Technician	$ 90.00
Design Technician	$ 80.00
GIS Coordinator	$ 80.00
Resident Project Representative	$ 85.00
Business Manager	$ 100.00
Specification Writer	$ 80.00
Administrative Assistant	$ 60.00
Professional Land Surveyor	$ 125.00
Senior Survey Technician	$ 150.00
Survey Technician	$ 65.00
Survey Crewman	$ 50.00
Subcontractors and Project Specific Expenses (With prior approval from Owner)	Cost + 10%

d. Motion to approve an Agreement with National Corrosion Service, Inc. to perform the Excavator Notifications as required by Federal and State Pipeline Regulations regarding the gas lines at a cost of $85.00 per hour, and authorize the mayor's signature thereon.

NATIONAL CORROSION SERVICE, INC.

George E. Mouledoux, Jr.
President

2210 Jefferson Avenue
New Orleans, LA 70115-6461
Phone (504) 891-4711
(800) 767-7927
FAX (504) 895-6351

January 3, 2022

City of Waveland
Attn: Honorable Mike Smith, Mayor
P.O. Box 320
Waveland, MS 39576

Subject: 2022 Public Awareness Plan Compliance Overview Audit Proposal

Dear Mayor Smith,

To maintain compliance with the Pubic Awareness Regulation an Overview Audit of City of Waveland Public Awareness Procedures must be performed and documented. During the audit the state Public Awareness Inspection Form will be utilized and all aspects of the Public Awareness Regulation and the current Public Awareness Written Plan will be verified.

This process is one of the procedures in City of Waveland Public Awareness Written Plan and will be reviewed and verified during the next gas system Pipeline Safety Inspection.

The lump sum price to perform and document the audit is $917.85.

Please provide approval of this work by signing in the box below and returning the signed document to this office by fax or email.

This Appointment will be scheduled in the Spring and billed when completed.

If you have any questions or desire any additional assistance please do not hesitate to contact this office.

Yours very truly,

NATIONAL CORROSION SERVICE, INC.

Melanie Morris
Public Awareness Consultant

MM/gem

Approval: I hereby approve the above work at the above mentioned price.

_____
Signature, Title & Date

PO#_____

e. Motion to spread on the minutes Utility Refund Claims in the amount of $2,220.00, as submitted.

CITY OF WAVELAND
REFUND CHECK REGISTER

Bd.Mtg.Date 12/7/21 EXHIBIT _____

FUND: 400-000-002 DATE: 11/17/2021 PAGE: 1

NUMBER	NAME	NUMBER	AMOUNT
10070000	SHEPPARD, DAVID	6358	60.04
12600001	STADNICKI, STAN	6359	45.02
23230001	LOFLIN, JR., MARK B.	6360	40.04
62990002	SUMMERS, STEVEN & ELLEN	6361	7.38
70550006	MILLER, ROBERT	6362	70.04
80770002	GREEN, JENNIFER	6363	65.04
93935003	ALLEN, ROSA	6364	65.04
105330002	GIBSON, ELIZABETH	6365	65.04
115041000	MURPHY, SPRING	6366	157.75
121755012	FARVE, JEANNINE	6367	50.04
133180001	CLARK, KATHERINE	6368	91.75
133400001	MOORE PROPERTIES LLC	6369	20.00
1	CITY OF WAVELAND	6370	1,482.82
	TOTAL		2,220.00

GENERAL LEDGER DISTRIBUTION:
BATCH: 7644

ACCT NUMBER	DESCRIPTION	AMOUNT
400-000-002	UTILITIES-SECONDARY BANK	2,220.00-
400-000-102	DEPOSITS PAYABLE	110.00
400-000-102	DEPOSITS PAYABLE	1,150.00
400-000-102	DEPOSITS PAYABLE	960.00
	TOTAL DIST >>	.00

f. Motion to approve the transfer of Fire Fighter Mark Hudson from part-time to a full-time position effective December 13, 2021. Mr. Hudson meets all Minimum Standards required for this position.

December 7, 2021 Meeting Folder

WAVELAND

Tommy Carver Jr., Fire Chief

To: Mayor and Board of Aldermen
From: Casey Piazza, Asst. Fire Chief
Date: November 29, 2021

Dear Mayor and Board of Aldermen,

I request your approval to transfer Mark Hudson from a Part time firefighter to Fulltime Firefighter status. Mr. Hudson is a certified Firefighter and meets all Minimum Standards required for this position. This will be affective December 13th, 2021.

Respectfully,

Casey Piazza
Asst. Fire Chief, City of Waveland

Waveland Fire Department
427 Hwy 90 • Waveland, Mississippi 39576
228-467-2042 • Fax 228-466-2604

g. Motion to approve new hire Mr. Garrett Beaugez as a full-time Firefighter at a rate of $9.00 per hour, pending passage of drug test. Mr. Beaugez will require training at the Mississippi State fire Academy within 12 months.

WAVELAND

Tommy Carver Jr., Fire Chief

To: Mayor and Board of Aldermen
From: Casey Piazza, Asst. Fire Chief
Date: December 1, 2021

Dear Mayor and Board of Aldermen,

I request your approval to hire Garrett Beaugez as a Fulltime firefighter at a pay rate of $9.00 an hour pending passage of a drug test. Mr. Beaugez is not a certified Firefighter and would need to attend Mississippi State Fire Academy within 12 months, which is required for this position.

Respectfully,

Casey Piazza
Asst. Fire Chief, City of Waveland

Waveland Fire Department
427 Hwy 90 • Waveland, Mississippi 39576
228-467-2042 • Fax 228-466-2604

h. Motion to approve Invoice Pay Application No. 11 from Greater Gulf Development in the amount of $32,153.39 – Nicholson Avenue Paving Project.

PAYMENT APPLICATION AND CERTIFICATE

INVOICE NO:

APPLICATION NO: 11

PERIOD: FROM 9/1/2021 TO 10/31/2021

PROJECT: STP-9136-00(004)LPA/107516-701000

CONTRACTOR: Greater Gulf Development

TAX ID #:

DATE:

SHEET: 1 of 3

1. ORIGINAL CONTRACT SUM		$777,777.77
2. CONTRACT MODIFICATIONS APPROVED IN PREVIOUS PAY APPLICATIONS:		
ADDITIONS: $ 69,111.00	DEDUCTIONS: $ -	
3. CONTRACT MODIFICATIONS APPROVED THIS PERIOD:		
(List Contract Modification Nos. SA-1, 2, 3)		
ADDITIONS:	DEDUCTIONS: $ -	
4. NET CHANGE BY CONTRACT MODIFICATIONS (Sum of Lines 2 & 3)		$ 69,111.00
5. REVISED CONTRACT AMOUNT: (Sum of Lines 1 & 4)		$ 846,888.77
6. TOTAL VALUE OF WORK TO DATE (Attached Payment Breakdown)		$ 826,749.73
7. PERCENT PROJECT COMPLETE: (Line 6 ÷ Line 5 x 100)		98%
8. PERCENT COMPLETION BY TIME: (Elapsed Days ÷ Contract Days x 100)		87%
9. MATERIALS ON HAND (Listing Attached)		$ -
10. PARTIAL PAYMENT UNDELIVERED EQUIPMENT (Listing Attached)		$ -
11. SUBTOTAL OF WORK AND MATERIAL (Sum of Lines 6, 9, & 10)		$ 826,749.73
12. LESS AMOUNT RETAINED (0%)		$ -
13. APPROVED RETAINAGE REDUCTION		$ -
14. TOTAL AMOUNT RETAINED TO DATE (Line 12 - Line 13)		$ -
15. SUBTOTAL OF DUE PAYMENT (Line 11 - Line 14)		$ 826,749.73
16. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Item 15 from Previous Application)		$ 794,596.34
17. CURRENT PAYMENT DUE: (Line 15 - Line 16)		$ 32,153.39

The undersigned Contractor certifies that the Work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by him for Work which previous Certificates for Payments were issued and payments received from the Owner, and that the current payments shown herein is now due.

Contractor | By | Date

I HEREBY ACKNOWLEDGE THAT THE MATERIAL AND LABOR INVOLVED ON THE ABOVE ESTIMATE ARE CORRECT AND PAYMENT IS DUE THE CONTRACTOR.

Compton Engineering
Engineer

By: John J. Studstill

11/18/21
Date

				Bid Amount		Previous Application		Current Application		Total-To-Date		% Complete	% Complete
Item #	Description	Units	Qty.	Unit Price	Ext. Total	Qty.	Amount	Qty.	Amount	Qty.	Amount	Current Appl	Total-To-Date
BASE BID													
202-B004	Removal of Asphalt Driveways, All Depths	SY	2,251	$ 5.00	$11,255.00	1574.84	$ 7,874.20		$ -	1574.84	$ 7,874.20		69.96%
202-B052	Removal of Concrete Driveways, All Depths	SY	878	$ 6.50	$5,707.00	687.22	$ 4,466.93		$ -	687.22	$ 4,466.93		78.27%
203-A001	Unclassified Excavation, FM, AH	CY	7,523	$ 7.50	$56,422.50	2401.75	$ 18,013.13		$ -	2401.75	$ 18,013.13		31.93%
203-EX020	Borrow Excavation, AH,FME,Class B9	CY	1,200	$ 15.00	$18,000.00	321.26	$ 4,818.90		$ -	321.26	$ 4,818.90		26.77%
216-A001	Solid Sodding	SY	1,218	$ 4.50	$5,481.00	2486.67	$ 11,190.00		$ -	2486.67	$ 11,190.00		204.16%
219-A001	Watering	KGAL	1	$ 20.00	$20.00	2.00	$ 40.00		$ -	2.00	$ 40.00		200.00%
234-A001	Temporary Silt Fence	LF	6,578	$ 3.75	$24,667.50	9207.00	$ 34,526.25		$ -	9207.00	$ 34,526.25		139.97%
304-A004	Granular Material, LVM,Class 5, Group C	CY	243	$ 25.00	$6,075.00		$ -		$ -		$ -		
304-G001	Size 3/4" and Down Crushed Stone Base, AEA	CY	2,125	$ -							$ -		
	OR										$ -		
304-G002	Size 610 Crushed Stone Base, AEA	CY	2,125	$ -							$ -		
	OR										$ -		
304-G003	Size 825B Crushed Stone Base AEA	CY	2,125	$ 57.75	$122,718.75	2810.60	$ 162,312.38		$ -	2810.60	$ 162,312.38		132.26%
403-A006	19-mm, ST, Asphalt Pavement	TON	253	$ 178.50	$45,160.50	91.12	$ 16,264.92		$ -	91.12	$ 16,264.92		36.02%
403-A015	9.5-mm, ST, Asphalt Pavement	TON	2,522	$ 99.75	$251,569.50	3025.88	$ 301,831.53		$ -	3025.88	$ 301,831.53		119.98%
403-B012	9.5-mm, ST, Asphalt Pavement, Leveling	TON	253	$ 126.00	$31,878.00		$ -		$ -		$ -		
407-A001	Asphalt for tack Coat	GAL	1,949	$ 3.15	$6,139.35	1985.00	$ 6,252.75		$ -	1985.00	$ 6,252.75		101.85%
503-C010	Saw Cut, Full Depth	LF	2,319	$ 3.50	$8,116.50	2358.00	$ 8,253.00		$ -	2358.00	$ 8,253.00		101.68%
601-B001	Class "B" Structural Concrete, Minor Structures	CY	1	$ 1,500.00	$1,500.00	6.58	$ 9,864.00		$ -	6.58	$ 9,864.00		657.60%
602-A001	Reinforcing Steel	LBS	474	$ 3.00	$1,422.00	432.87	$ 1,298.60	-432.87	$ (1,298.60)	0.00	$ -	-91.32%	0.00%
603-CA012	18" Reinforced Concrete Pipe, Class III, Rubber Type Gaskets	LF	200	$ 45.00	$9,000.00	62.00	$ 2,790.00		$ -	62.00	$ 2,790.00		31.00%
603-RA001	15" Pipe Removed and Relaid	LF	500	$ 47.50	$23,750.00	351.00	$ 16,672.50		$ -	351.00	$ 16,672.50		70.20%
604-A001	Castings	LBS	244	$ 3.50	$854.00	236.00	$ 826.00		$ -	236.00	$ 826.00		96.72%
604-B001	Gratings	LBS	200	$ 3.50	$700.00	270.00	$ 945.00		$ -	270.00	$ 945.00		135.00%
613-D006	Adjustment of Manhole Cover and Water Valve	EA	15	$ 400.00	$6,000.00	53.00	$ 21,200.00		$ -	53.00	$ 21,200.00		353.33%
614-A003	Concrete Driveway, Without Reinforcement, 6-inch Thickness	SY	468	$ 65.00	$30,420.00	405.71	$ 26,371.15		$ -	405.71	$ 26,371.15		86.69%
618-A001	Maintenance of Traffic	LS	1	$ 15,000.00	$15,000.00	0.93	$ 14,008.67	0.0475	$ 712.50	0.9814	$ 14,721.17	4.75%	98.14%
618-B001	Additional Construction Signs	SF	1	$ 10.00	$10.00		$ -		$ -		$ -		
620-A001	Mobilization	LS	1	$ 55,847.17	$55,847.17	1.00	$ 55,847.17		$ -	1.00	$ 55,847.17		100.00%
907-626-C002	4" Thermoplastic Edge Stripe, Continuous White	LF	11,000	$ 1.00	$11,000.00		$ -	11450.00	$ 11,450.00	11450.00	$ 11,450.00	104.09%	104.09%
907-626-E001	4" Thermoplastic Traffic Stripe, Continuous Yellow	LF	11,000	$ 1.00	$11,000.00		$ -	10700.00	$ 10,700.00	10700.00	$ 10,700.00	97.27%	97.27%
907-626-H005	Thermoplastic Legend, White, 4" Equivalent Length	SF	421	$ 9.00	$3,789.00		$ -	446.00	$ 4,014.00	446.00	$ 4,014.00	105.94%	105.94%
627-L001	Two-Way Yellow Reflective High Performance Raised Markers	EA	315	$ 9.00	$2,835.00		$ -	137.00	$ 1,233.00	137.00	$ 1,233.00	43.49%	43.49%
630-A003	Standard Roadside Signs, Sheet Aluminum, 0.125" Thickness	SF	72	$ 35.00	$2,520.00		$ -	88.00	$ 3,080.00	88.00	$ 3,080.00	122.22%	122.22%
630-C002	Steel U-Section Posts, 2.0 lb/ft	LF	192	$ 10.00	$1,920.00		$ -	193.00	$ 1,930.00	193.00	$ 1,930.00	100.52%	100.52%
699-A001	Roadway Construction Stakes	LS	1	$ 7,000.00	$7,000.00	0.9339000	$ 6,537.30	0.0475	$ 332.50	0.98	$ 6,869.80	4.75%	98.14%
											$ -		
Supplemental Agreement #1											$ -		
202-B223	Removal of Silt Fence	LF	2000	$1.50	$3,000.00	2000.00	$ 3,000.00		$ -	2000.00	$ 3,000.00		100.00%
202-B256	Removal of Water Line, All Types, All Sizes	LF	900	$4.45	$4,005.00	861.00	$ 3,831.45		$ -	861.00	$ 3,831.45		95.67%

				Bid Amount		Previous Application		Current Application		Total-To-Date		% Complete	% Complete
Item #	Description	Units	Qty.	Unit Price	Ext. Total	Qty.	Amount	Qty.	Amount	Qty.	Amount	Current Appl	Total-To-Date
262-A007	Utility Work - Water, Hydroseeding	LS	1	$3,645.00	$3,645.00	1.00	$ 3,645.00		$ -	1.00	$ 3,645.00		100.00%
907-262-A005	Utility Work - Water, Install Service Connection	EA	10	$900.00	$9,000.00	11.00	$ 9,900.00		$ -	11.00	$ 9,900.00		110.00%
907-265-A005	Utility Work - Water, 2" Gate Valve	EA	5	$1,250.00	$6,250.00	4.00	$ 5,000.00		$ -	4.00	$ 5,000.00		80.00%
907-265-L001	2" Water Service	LF	2000	$5.00	$10,000.00	1893.00	$ 9,465.00		$ -	1893.00	$ 9,465.00		94.65%
											$ -		
Supplemental Agreement #2													
907-262-A005	Utility Work - Water, Drill Hole in 3" DI pipe to verify it is active	EA	1	$ 250.00	$250.00	1.00	$ 250.00		$ -	1.00	$ 250.00		100.00%
907-262-A005	Utility Work - Water, Repair 3" DI pipe	EA	1	$ 625.00	$625.00	1.00	$ 625.00		$ -	1.00	$ 625.00		100.00%
907-262-A005	Utility Work - Water, Hot Tap 3" DI pipe	EA	1	$ 1,962.00	$1,962.00	1.00	$ 1,962.00		$ -	1.00	$ 1,962.00		100.00%
907-262-A005	Utility Work - Water, repair 2" DI pipe at Fayard St	EA	1	$ 598.50	$598.50	1.00	$ 598.50		$ -	1.00	$ 598.50		100.00%
907-262-A005	Utility Work - Water, Cut Line Feed to Verify it is Active and Repair	EA	1	$ 1,305.00	$1,305.00	1.00	$ 1,305.00		$ -	1.00	$ 1,305.00		100.00%
907-262-A005	Utility Work - Water, Provide Double Gate Valave assembly at Water Line Feed when Found	EA	1	$ 2,960.00	$2,960.00		$ -		$ -		$ -		
907-262-A005	Utility Work - Water, Tie-in @ Murfree St with Single Gate Valve	EA	1	$ 2,475.00	$2,475.00	1.00	$ 2,475.00		$ -	1.00	$ 2,475.00		100.00%
907-262-A005	Utility Work - Water, Hot Tap 6" HDPE pipe	EA	1	$ 3,635.00	$3,635.00	1.00	$ 3,635.00		$ -	1.00	$ 3,635.00		100.00%
907-262-A005	Utility Work - Water, Install Double Gate Valve Assembly and "T" connection to 1" waterline across Nicholson @ Murfree St.	EA	1	$ 2,650.00	$2,650.00	1.00	$ 2,650.00		$ -	1.00	$ 2,650.00		100.00%
907-262-A006	Utility Work - Water, Install 2" Water Line Acroos Nicholson @ Murfree St	LF	30	$ 90.00	$2,700.00	30.00	$ 2,700.00		$ -	30.00	$ 2,700.00		100.00%
907-262-A505	Utility Work - Water, Exploratory Excavation	HR	24	$ 450.00	$10,800.00	18.00	$ 8,100.00		$ -	18.00	$ 8,100.00		75.00%
Supplemental Agreement #3													
907-260-A005	Utility Work - Sewer, Adjust Manhole Cone	EA	1	$ 3,250.00	$3,250.00	1.00	$ 3,250.00		$ -	1.00	$ 3,250.00		100.00%
	TOTAL BASE BID:			$	846,888.27	$	794,596.34	$	32,153.40	$	826,749.73		

J. Motion to approve the minutes of the Regular Meeting of November 17, 2021, as submitted.

The Board of Mayor and Aldermen of the City of Waveland, Mississippi, met in Regular session at the Waveland City Hall Boardroom, 301 Coleman Avenue, Waveland, MS. on November 17, 2021 at 6:30 p.m. to take action on the following matters of City business.

ROLL CALL
Mayor Smith noted for the record the presence of Aldermen Burke Richardson, and Lafontaine along with City Clerk Mickey Lagasse and City Attorney Malcom Jones.

Absent from the Meeting, Alderman Shane Lafontaine and City Attorney Malcom Jones

***Moment of Silence in honor of the passing of Ms. Sandra Harris**

MAYOR'S REPORT

Re: The Mayor discussed the Redistricting Plan, noting that he and the City Clerk met with Gulf Regional Planning Commission and are ready to move forward.

Re: Discussed the upcoming Street Fair to be held on December 18th where there will be over 40 vendors and food trucks.

Re: Sales tax received for the month of September was $290,632.70, this is over $70,776.00 more than anticipated for the new budget year.

Re: The Mayor asked the Board to amend the agenda for (2) two items 1. Go into executive session to discuss a contractual matter; where an open discussion may have a detrimental effect on the City's position during negotiations. 2. Discuss Christmas Street Fair to be held on Coleman Avenue December 18, 2021.

AMEND AGENDA/PERSONNEL/EVENTS/PUBLIC WORKS/CONTRACTS
Re: Amend Agenda to include an Executive Session item and discuss a Christmas Street Fair

Alderman Burke moved, seconded by Alderman Piazza to amend the agenda for (2) two items 1. Go into executive session to discuss a contractual matter; where an open discussion may have a detrimental effect on the City's position during negotiations. 2. Discuss Christmas Street Fair to be held on Coleman Avenue December 18, 2021.

A vote was called for with the following results:

Voting Yea: Burke, Richardson, and Piazza

Voting Nay: None

Absent: Lafontaine

EXECUTIVE SESSION
Re: Consider Executive Session for Contractual Matters

Alderman Burke moved, seconded by Alderman Piazza to consider an Executive Session to discuss a contractual matter in Public Works.

A vote was called for with the following results:

Voting Yea: Burke, Richardson, and Piazza

Voting Nay: None

Absent: Lafontaine

Re: Enter Executive Session

Alderman Piazza moved, seconded by Alderman Burke to enter an Executive Session to discuss contractual matter in Public Works.

A vote was called for with the following results:

Voting Yea: Burke, Richardson, and Piazza

Voting Nay: None

Absent: Lafontaine

Re: Exit Executive Session

Alderman Piazza moved, seconded by Alderman Richardson to exit Executive Session with no action taken.

A vote was called for with the following results:

Voting Yea: Burke, Richardson, and Piazza

Voting Nay: None

Absent: Lafontaine

ALDERMEN'S COMMENTS
Re: Alderman Burke

- **Thanked all City Departments for their efforts with the recent Veterans Day Parade Project.**

Re: Alderman Richardson

- **Discussed the blighted properties placed on the agenda for approval and requested that the Blighted Properties Department work on the blighted issues on the entry to the City. Building Official Josh Hayes noted that a letter had been sent to the owners of the Rite Aid Building on Highway 90 and would take action on the properties in the corridor. Mayor Smith said that Mr. Orion would be announcing a plan that will address the Highway 90 corridor. Alderman Richardson requested the Blighted Property Department focus more on the Highway 90 Buildings.**
- **Discussed contracting grass cutting. City Clerk noted the proposal given to the City of Bay St. Louis and said that he would look further into it.**

Re: Alderman Piazza

- **All questions were answered prior to meeting.**

~~**ATTORNEY'S COMMENTS**~~

PUBLIC COMMENTS
Re: Mr. Clarence Harris

BLIGHTED PROPERTY
Re: 139 Dane Road, Dawn E. Sokol Property Owner 162Q-1-10-167.000 – Dilapidated Pilings/Overgrown (Tabled from the October 20, 2021 Meeting). (EXHIBIT A)

During discuss Mayor Smith noted Ms. Sokol's serious medical issues noting that Alderman Piazza and his son have provided assistance. Alderman Burke said that Ms. Sokol will need to come up with a plan.

Alderman Richardson moved, seconded by Alderman Piazza to provide Ms. Sokol of 139 Dane Road 30 days to pull a permit or demolition the structure. (The issue will be revisited on December 22, 2021).

A vote was called for with the following results:

Voting Yea: Burke, Richardson, and Piazza

Voting Nay: None

Absent: Lafontaine

Re: 413 Surf St. 162J-0-10-265.000 Property Owner Bonnie J Schertler - Dilapidated House/Overgrown with an Unregistered Vehicle (Tabled from the October 20, 2021 Meeting) (EXHIBIT B)

Building Official Hayes said that he visited the property and said it was riddled with termites.

Alderman Burke moved, seconded by Alderman Piazza to move this issue to the December 7, 2021 meeting.

A vote was called for with the following results:

Voting Yea: Burke, Richardson, and Piazza

Voting Nay: None

Absent: Lafontaine

Re: 536 Margie Street, Property Owner Antoinette Massey (EXHIBIT C)

Alderman Burke moved, seconded by Alderman Richardson to declare 536 Margie Street as blighted and authorize the City to receive quotes to clean the yard and remove the shed.

A vote was called for with the following results:

Voting Yea: Burke, Richardson, and Piazza

Voting Nay: None

Absent: Lafontaine

CONSENT AGENDA (a - aa)

Alderman Burke moved, seconded by Alderman Richardson to approve the consent agenda with Item s removed.

PERMITS REPORT
Re: Permits Report for October 2021

a. Approve the Permits Report for October 2021, as submitted. **(EXHIBIT D)**

~~b. Spread on the minutes the Revenue and Expense Report for October 2021.~~

COURT DEPARTMENT
Re: Court Statistics Report for October 2021

c. Spread on the minutes the Court Statistics Reports for the month of October 2021. **(EXHIBIT E)**

PRIVILEGE LICENSE REPORTS
Re: Privilege License Report for October 2021

d. Approve the Privilege License Report for the Month of October 2021. **(EXHIBIT F)**

COMMUNITY SERVICE/COURT DEPARTMENT
Re: Community Service Report for October 2021

e. Approve the Community Service Report for the month of October 2021. **(EXHIBIT G)**

MINUTES
Re: Regular Meeting of October 2021

f. Approve the Minutes of the regular Meeting of October 20, 2021 as submitted.

MINUTES
Re: Special meeting of October 21, 2021

g. Approve the Minutes of the Special Meeting of October 21, 2021, as submitted.

MINUTES
Re: Regular Meeting of November 2, 2021

h. Approve the minutes of the Regular Meeting of November 2, 2021, as submitted.

MINUTES
Re: Special Meeting of November 4, 2021

i. Approve the minute so of the Special Meeting of November 4, 2021, as submitted.

CITY HALL/FIRE DEPARTMENT/PERSONNEL/POLICE DEPARTMENT/BUILDING DEPARTMENT/PUBLIC WORKS/HOLIDAY SCHEDULE
Re: Amend Holiday Schedule to follow Proclamation of Governor Tate Reeves

j. Amend the Holiday schedule by following the Governor Tate Reeves Proclamation and add Thursday December 23, 2021 in recognition of the Christmas Holiday. **(EXHIBIT H)**

PERSONNEL/STREETS DEPARTMENT/PUBLIC WORKS
Re: New Hire Terrance Harris as Laborer in the Streets Department

k. Approve new hire Mr. Terrance Harris as a Laborer in the Streets Department at a rate of $12.00 per hour, pending passage of drug test.

TRAVEL/BUILDING DEPARTMENT
Re: Travel for Building Official to BOAM Conference in Natchez, Mississippi

l. Approve travel for Building Official Josh Hayes to attend the BOAM Conference December 1, 2021, thru December 3, 2021 in Natchez, Mississippi. Cost to the City will be a registration fee in the amount of $150.00, 4 days per diem, 3 nights lodging and use of a vehicle.

EVENTS/PARADES
Re: Krewe of Nereids to hold annual Mardi Gras Parade February 20, 2022

m. Approve a request from the Krewe of Nereids to hold their annual Mardi Gras Parade on Sunday February 20, 2022. **(EXHIBIT I)**

AGREEMENTS/HEALTH INSURANCE/INSURANCE-HEALTH/CITY HALL
Re: Ratify Agreement with BSX Insurance to participate in Group Insurance Plan

n. Ratify an Agreement between the City of Waveland and BSX Insurance to participate in a Group Insurance Plan and authorize the City Clerk's signature thereon. **(EXHIBIT J)**

AGREEMENTS/CITY HALL/SUPPLEMENTAL INSURANCE/INSURANCE-SUPPLEMENTAL

Re: Ratify Agreement with Colonial Insurance to offer flexible supplemental plan

o. Ratify an Agreement between the City of Waveland and Colonial Insurance to offer the employees flexible supplemental plans, and authorize the City Clerk's signature thereon. **(EXHIBIT K)**

TASK ORDERS/AGREEMENTS/HANDICAPPED BEACH ACCESS PROJECT
Re: Task Order with Compton Engineering for Handicapped Beach Access Project

p. Approve a Task Order 221-033.0005 from Compton Engineering to perform construction oversight and engineering for the Handicapped Beach Access project in the amount of $25,000.00 (This project will be funded by MS Tidelands Funding and will take 210 Calendar days to complete) **(EXHIBIT L)**

TASK ORDERS/AGREEMENTS/WAVELAND CEMETERY/CEMETERY
Re: Task Order with Compton Engineering for Survey of Waveland Cemetery

q. Approve a Task Order 221-033.010-1 from Compton Engineering to perform a survey of (3) three parcels at the Waveland Cemetery in the amount of $7,950.00. **(EXHIBIT M)**

TASK ORDER/AGREEMENTS/KILN-WAVELAND CUTOFF/GAS LINE SURVEY
Re: Task Order with Compton Engineering survey of gas line from Kiln-Waveland Cut-Off to Stennis Drive

r. Approve a Task Order 221-033.013-1 from Compton Engineering to perform a survey of gas supply line including 500 linear feet of Kiln-Waveland Cutoff to Stennis Drive in the amount of $6,500.00. (Requested by Public Works Supervisor and recommended by City Attorney.) **(EXHIBIT N)**

~~s. Approve a Task Order 221-033.013-14 in the amount of $110,000.00 from Compton Engineering, to provide a design of water and sewer infrastructure on Monroe Street from Rue de Lasalle to Carroll Avenue and on Christ Street from Monroe to Singleton. (This will provide water and sewer services to roughly 50 to 60 new homes within the City).~~

TASK ORDER/AGREEMENTS/SEWER EVALUATION
Re: Task Order with Compton Engineering Evaluation of existing sewer in Margie Street Area

t. Approve a Task Order 221-033.013-15 from Compton Engineering to perform an evaluation of existing sewer in the Margie Street area in the amount of $2,500.00. (This will help to remove grinders in this area of the City). **(EXHIBIT O)**

TASK ORDER/AGREEMENTS/SEWER EVALUATION
Re: Task Order with Compton Engineering-Evaluation of existing sewer in the Ryan and Noon Street Area

u. Approve a Task Order 221-033.013-16 from Compton Engineering to perform and evaluation of existing sewer in the Ryan and Noon Street Area in the amount of $2,500.00. (This will help to extend gravity sewer in this area of the City with no water or sewer services). **(EXHIBIT P)**

FIRE DEPARTMENT/E-911 COMMISSION/APPOINTMENTS
Re: Appointment of Fire Chief Tommy Carver Jr. to E-911 Commission

v. Appoint Fire Chief Tommy Carver Jr. as the City's second appointee on the 911 Commission. **(EXHIBIT Q)**

INVOICES/HURRICANE ZETA PROJECTS/ZETA-HURRICANE
Re: Invoice 221-019-7 from Compton Engineering

w. Approve Invoice 221-019-7 from Compton Engineering in the amount of $2,285.00 – Hurricane Zeta Projects. **(EXHIBIT R)**

INVOICES/CITYWIDE ROAD PAVING PROJECT/PAVING PROJECT-CITYWIDE
Re: Invoice 221-033.001-8 from Compton Engineering

x. Approve Invoice 221-033.001-8 from Compton Engineering in the amount of $7,399.98 – Citywide Road Paving Project. **(EXHIBIT S)**

TRAVEL/CITY HALL/POLICE DEPARTMENT
Re: Travel for Mayor, Board, City Clerk and Police Chief to Legislative Conference

y. Approve travel to Jackson on January 5, 2022, for the Gulf Coast Legislative Reception for Mayor, Board, City Clerk and Police Chief. The cost to the City will be one night's lodging, 2 days per diem, and mileage or the use of a City vehicle.

TRAVEL/CITY HALL
Re: Travel for Mayor, Board, City Clerk to MML Mid-Winter Conference

z. Approve travel to Jackson on January 10-13, 2022 for the MML Winter Conference for Mayor, Board, City Clerk. The cost to the City will be 3 nights lodging, 4 days per diem, and mileage or the use of a City vehicle.

DOCKET OF CLAIMS
Re: Claims

aa. Approve the Docket of Claims paid and unpaid in the amount of $704,897.74 dated November 17, 2021. **(EXHIBIT T)**

END CONSENT AGENDA

A vote was called for with the following results:

Voting Yea: Burke, Richardson, and Piazza

Voting Nay: None

Absent: Lafontaine

TASK ORDERS/AGREEMENT/SEWER DEPARTMENT
Re: TABLE approval of Task Order 221-033.013-1

s. Alderman Richardson moved, seconded by Alderman Piazza ~~approve~~ **TABLE** a Task Order 221-033.013-14 in the amount of $110,000.00 from Compton Engineering, to provide a design of water and sewer infrastructure on Monroe Street from Rue de Lasalle to Carroll Avenue and on Christ Street from Monroe to Singleton. (This will provide water and sewer services to roughly 50 to 60 new homes within the City).

A vote was called for with the following results:

Voting Yea: Richardson, and Piazza

Voting Nay: None

Absent: Burke, LaFontaine (Burke exited room during action and returned after)

HANDBOOK/ADA GRIENVANCE PROCEDURES/PERSONNEL
Re: Amend Handbook to include adopting the ADA Grievance Procedures

Alderman Piazza moved, seconded by Alderman Richardson to amend the Employee Handbook by adopting the ADA Grievance Procedures as presented by Human Resources and approved by City Attorney. **(EXHIBIT U)**

A vote was called for with the following results:

Voting Yea: Burke, Richardson, and Piazza

Voting Nay: None

Absent: Lafontaine

PUBLIC WORKS/CULVERT REPLACEMENT
Re: Utilize $11,000.00 out of restricted funds to replace and correct drainage on Victoria Street

Alderman Burke moved, seconded by Alderman Richardson to utilize up to $11,000.00 out of the restricted infrastructure account for materials to replace culverts and correct drainage on Victoria St.
A vote was called for with the following results:

Voting Yea: Burke, Richardson, and Piazza

Voting Nay: None

Absent: Lafontaine

LIGHTHOUSE PARKING LOT/PROPOSALS/VENDING SPACE
Re: Approve a Proposal submitted by Mr. Lance Ryan to lease space at the Light House Parking Lot

Alderman Piazza moved, seconded by Alderman Richardson to approve the proposal by "Sweet Trolley" Lance Ryan to lease space at the Light House Parking lot for a sum of $300.00 per month for beach vending space. **(EXHIBIT V)**

A vote was called for with the following results:

Voting Yea: Richardson and Piazza

Voting Nay: Burke

Absent: Lafontaine

EXECUTIVE SESSION
Re: Personnel Issue in the Public Works Department

Alderman Piazza moved, seconded by Alderman Richardson to discuss Personnel issues in the Public Works Department.

A vote was called for with the following results:

Voting Yea: Burke, Richardson, and Piazza

Voting Nay: None

Absent: Lafontaine

Re: Enter Executive Session

Alderman Burke moved, seconded by Alderman Piazza to enter Executive Session to discuss Personnel issues in the Public works Department.

A vote was called for with the following results:

Voting Yea: Burke, Richardson, and Piazza

Voting Nay: None

Absent: Lafontaine

Re: Exit Executive Session

Alderman Burke moved, seconded by Alderman Richardson to exit Executive Session with no action taken.

A vote was called for with the following results:

Voting Yea: Burke, Richardson, and Piazza

Voting Nay: None

Absent: Lafontaine

PERSONNEL/PUBLIC WORKS DEPARTMENT
Re: Amend Agenda to add 2 Items regarding Public Works Personnel

Alderman Burke moved, seconded by Alderman Richardson to amend the agenda to add 2 Personnel Items in the Public Works Department.

A vote was called for with the following results:

Voting Yea: Burke, Richardson, and Piazza

Voting Nay: None

Absent: Lafontaine

PERSONNEL/PUBLIC WORKS
Re: Uphold 1 day suspension of Mr. Germaine Lymuel

Alderman Burke moved, seconded by Alderman Richardson to uphold 1 day suspension of Mr. Germaine Lymuel as recommended by Public Works Supervisor Bo Humphrey that took place on Friday November 12, 2021.

A vote was called for with the following results:

Voting Yea: Burke, Richardson, and Piazza

Voting Nay: None

Absent: Lafontaine

Re: Terminate Mr. Germaine Lymuel effective November 17, 2021

Alderman Burke moved, seconded by Alderman Richardson to terminate Mr. Germaine Lymuel effective November 17, 2021.
A vote was called for with the following results:

Voting Yea: Burke, Richardson, and Piazza

Voting Nay: None

Absent: Lafontaine

ADJOURN MEETING
Re: Meeting at 8:07 p.m.

Alderman Piazza moved, seconded by Alderman Burke to adjourn the meeting In Memory of Ms. Sandra Harris at 8:07 p.m.

A vote was called for with the following results:

Voting Yea: Burke, Richardson, and Piazza

Voting Nay: None

Absent: Lafontaine

The foregoing minutes were presented to Mayor Smith on December 8, 2021.

_____
James M. Lagasse
City Clerk

The Minutes of the Regular Meeting of November 17, 2021 have been read and approved by me on this, the 8th day of December 2021.

_____
Mike Smith
Mayor

K Motion to approve the Docket of Claims paid and unpaid in the amount of $_____ dated December 7, 2021, as submitted.

CITY OF WAVELAND

DOCKET OF PAID CLAIMS DATE: 12/07/2021 PAGE: 1

DOCKET NUMBER	VENDOR		INVOICE NUMBER	INVOICE DATE	AMOUNT	APPRD/DISAPPRD	YTD SPENT	BUDGET
5542	909	CITY OF WAVELAND	10/20/21 VOI	11/23/2021	1,165.00			
	001-000-051	DUE FROM 001 GENERAL	DUE FROM 001 GENERAL			1,165.00		
5543	909	CITY OF WAVELAND	11/2 DKT COR	11/02/2021	.60			
	601-000-151	DUE TO 001 GENERAL F	DUE TO 001 GENERAL FUND			.60		
5544	909	CITY OF WAVELAND	111721 CAP D	11/17/2021	3,770.03			
	313-000-135	DUE TO A/P PAY	DUE TO A/P PAY			3,770.03		
5545	909	CITY OF WAVELAND	111721 NTF D	11/17/2021	2,112.00			
	103-000-135	DUE TO A/P PAY	DUE TO A/P PAY			2,112.00		
5546	909	CITY OF WAVELAND	111721 PR DK	11/17/2021	82.25			
	601-000-151	DUE TO 001 GENERAL F	DUE TO 001 GENERAL FUND			82.25		
5547	909	CITY OF WAVELAND	111721 RST D	11/17/2021	85.58			
	099-000-135	DUE TO A/P PAY	DUE TO A/P PAY			85.58		
5548	909	CITY OF WAVELAND	111721 STRT	11/17/2021	7,399.98			
	320-000-135	DUE TO A/P CLEARING	DUE TO A/P CLEARING			7,399.98		
5549	909	CITY OF WAVELAND	111721 UTIL	11/17/2021	180,243.03			
	400-000-135	DUE TO A/P PAY	DUE TO A/P PAY			180,243.03		
5550	909	CITY OF WAVELAND	111721 ZETA	11/17/2021	2,285.00			
	130-000-135	DUE TO A/P PAY	DUE TO A/P PAY			2,285.00		
5551	909	CITY OF WAVELAND	TRSFR 11/08/	11/09/2021	29,166.67			
	400-900-981	TRANSFER OUT	TRANSFER OUT			29,166.67	29,166.67	350,000.00
5552	522	NATCHEZ GRAND HOTEL & SUITES	257324	11/23/2021	2.85			
	001-280-614	TRAVEL - LODGING	BALANCE DUE/BOAM CONF.			2.85	2.85	800.00
5553	1688	PAYROLL CLEARING	11/14 GEN FD	11/18/2021	164,561.29			
	001-000-156	DUE TO 601 PAYROLL F	DUE TO 601 PAYROLL FUND			164,561.29		
5554	1688	PAYROLL CLEARING	11/14 UTIL P	11/18/2021	22,981.27			
	400-000-156	DUE TO 601 PAYROLL F	DUE TO 601 PAYROLL FUND			22,981.27		
5555	1688	PAYROLL CLEARING	11/28 GF PR	12/02/2021	163,613.00			
	001-000-156	DUE TO 601 PAYROLL F	DUE TO 601 PAYROLL FUND			163,613.00		
5556	1688	PAYROLL CLEARING	11/28 UTIL F	12/02/2021	24,440.11			
	400-000-156	DUE TO 601 PAYROLL F	DUE TO 601 PAYROLL FUND			24,440.11		
5557	1688	PAYROLL CLEARING	INISO 113021	11/30/2021	500.00			
	001-000-156	DUE TO 601 PAYROLL F	DUE TO 601 PAYROLL FUND			500.00		
	TOTAL >>>				602,408.66			
						602,408.66		

DOCKET NUMBER	VENDOR	INVOICE NUMBER	INVOICE DATE	AMOUNT	APPRD/DISAPPRD	YTD SPENT	BUDGET
		001-000-000			329,842.14		
		601-000-000			82.85		
		313-000-000			3,770.03		
		103-000-000			2,112.00		
		099-000-000			85.58		
		320-000-000			7,399.98		
		400-000-000			256,831.08		
		130-000-000			2,285.00		

CITY OF WAVELAND

DOCKET OF UNPAID CLAIMS DATE: 12/07/2021 PAGE: 1

DOCKET NUMBER	VENDOR		INVOICE NUMBER	INVOICE DATE	AMOUNT	APPRD/DISAPPRD	YTD SPENT	BUDGET
5558	159	ABC RENTAL,INC	194875-2	11/18/2021	67.20			
	001-301-642	RENTAL OF EQUIPMENT	CONCRETE SAW RENTAL			60.00	60.00	2,500.00
	001-301-642	RENTAL OF EQUIPMENT	DAMAGE WAIVER			7.20	67.20	2,500.00
5559	1617	AFFORDABLE COMPUTER SOLUTIONS	346	12/02/2021	2,318.95			
	001-140-636	MAINTENANCE AGREEMEN	COMPUTER NETWORK SUPPORT			600.00	600.00	31,200.00
	001-200-636	MAINTENANCE AGREEMEN	NETWORK SUPPORT			600.00	600.00	31,000.00
	001-280-636	MAINTENANCE AGREEMEN	NETWORK SUPPORT			300.00	300.00	7,500.00
	400-710-636	MAINTENANCE AGREEMEN	NETWORK SUPPORT			300.00	300.00	6,000.00
	001-260-636	MAINTENANCE AGREEMEN	NETWORK SUPPORT			100.00	100.00	16,000.00
	001-140-605	TELEPHONE	10 MICROSOFT BASIC EMAILS			57.00	57.00	17,000.00
	001-140-605	TELEPHONE	3 MICROSOFT STANDARD EMAIL			42.75	99.75	17,000.00
	001-200-605	TELEPHONE	28 MICROSOFT BASIC EMAIL			159.60	159.60	21,075.00
	001-115-605	TELEPHONE	6 MICROSOFT BASIC EMAIL			34.20	34.20	2,260.00
	001-260-605	TELEPHONE	2 MICROSOFT BASIC EMAIL			11.40	11.40	15,000.00
	001-280-605	TELEPHONE	5 MICROSOFT BASIC EMAIL			28.50	28.50	5,240.00
	400-710-605	TELEPHONE	5 MICROSOFT BASIC EMAIL			28.50	28.50	8,606.00
	400-700-605	TELEPHONE	1 MICROSOFT BASIC EMAIL			5.70	5.70	400.00
	001-301-605	TELEPHONE	1 MICROSOFT BASIC EMAIL			5.70	5.70	75.00
	001-550-605	TELEPHONE	1 MICROSOFT BASIC EMAIL			5.70	5.70	
	001-571-605	TELEPHONE	2 MICROSOFT BASIC EMAIL			11.40	11.40	2,500.00
	001-160-605	TELEPHONE	1 MICROSOFT BASIC EMAIL			5.70	5.70	70.00
	001-450-605	TELEPHONE	1 MICROSOFT BASIC EMAIL			5.70	5.70	600.00
	400-722-605	TELEPHONE	3 MICROSOFT BASIC EMAIL			17.10	17.10	1,700.00
5560	2011	ALEX RICHARD MCDANIEL	NOV 2021	12/02/2021	150.00			
	001-000-330	COURT FINES & FEES	BOND REFUND			150.00		
5561	1769	AT&T	4775356607	11/11/2021	1,686.60			
	001-140-605	TELEPHONE	SWITHCED ETHERNET			337.32	437.07	17,000.00
	001-260-605	TELEPHONE	SWITHCED ETHERNET			337.32	348.72	15,000.00
	001-200-605	TELEPHONE	SWITHCED ETHERNET			337.32	496.92	21,075.00
	001-280-605	TELEPHONE	SWITCHED ETHERNET			337.32	365.82	5,240.00
	400-710-605	TELEPHONE	SWITCHED ETHERNET			337.32	365.82	8,606.00
5562	1769	AT&T	9292006602	11/11/2021	882.85			
	001-140-605	TELEPHONE	INTERNET MANAGED ROUTER			176.57	613.64	17,000.00
	001-260-605	TELEPHONE	INERNET MANAGED ROUTER			176.57	525.29	15,000.00
	001-200-605	TELEPHONE	INERNET MANAGED ROUTER			176.57	673.49	21,075.00
	001-280-605	TELEPHONE	INTERNET MANAGED ROUTER			176.57	542.39	5,240.00
	400-710-605	TELEPHONE	INTERNET MANAGED ROUTER			176.57	542.39	8,606.00
5563	2018	BAILEY KATHERINE PROULX	NOV 2021	12/02/2021	38.50			
	001-000-330	COURT FINES & FEES	BOND REFUND			38.50		
5564	1792	BAYOU CADDY TRUCKING	9236	11/18/2021	1,973.76			
	001-301-599	MAINT SUPPLIES - ROA	4 LOADS CRUSHED CONCRETE			1,973.76	1,973.76	50,000.00
5565	149	BBI, INC.	221355	11/17/2021	10,785.00			
	001-140-636	MAINTENANCE AGREEMEN	BUDGETARY			1,500.00	2,100.00	31,200.00
	001-140-636	MAINTENANCE AGREEMEN	PAYROLL			1,500.00	3,600.00	31,200.00

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	001-140-636	MAINTENANCE AGREEMEN	PRIV LICENSE			900.00	4,500.00	31,200.00
	400-710-697	COMPUTER SERVICES	UTILITY BILLING			1,500.00	1,500.00	3,000.00
	400-710-697	COMPUTER SERVICES	AUTO READ NEPTUNE			1,500.00	3,000.00	3,000.00
	001-140-636	MAINTENANCE AGREEMEN	FIXED ASSETS			800.00	5,300.00	31,200.00
	001-140-636	MAINTENANCE AGREEMEN	IMPORT ELC FILING			500.00	5,800.00	31,200.00
	400-710-697	COMPUTER SERVICES	IMPORT ELC FILING			500.00	3,500.00	3,000.00
	001-140-636	MAINTENANCE AGREEMEN	BACK UP - LG USER			450.00	6,250.00	31,200.00
	400-710-697	COMPUTER SERVICES	BACK UP - LG USER			450.00	3,950.00	3,000.00
	001-140-636	MAINTENANCE AGREEMEN	BOMAR REMOTE SUPPORT			120.00	6,370.00	31,200.00
	400-710-697	COMPUTER SERVICES	BOMAR REMOTE SUPPORT			120.00	4,070.00	3,000.00
	001-140-636	MAINTENANCE AGREEMEN	ACCT CONSULT - 12 HRS			420.00	6,790.00	31,200.00
	400-710-697	COMPUTER SERVICES	ACCT CONSULT - 12 HRS			420.00	4,490.00	3,000.00
	001-140-636	MAINTENANCE AGREEMEN	REMOTE ACCESS SOFTWARE			52.50	6,842.50	31,200.00
	400-710-636	MAINTENANCE AGREEMEN	REMOTE ACCESS SOFTWARE			52.50	352.50	6,000.00
5566	1812	BENVENUTTI ELECTRICAL APPARATU	32683	11/19/2021	708.00			
	400-726-570	OTHER SUPPLIES & MAT	2 WIRE 30 FT AVACADO FLOAT			708.00	708.00	12,000.00
5567	1298	C SPIRE WIRELESS	nov 2021	11/18/2021	992.74			
	001-280-606	CELLPHONE	BEAUTIFICATION 216-5575			51.64	51.64	1,275.00
	001-550-606	CELLPHONE	PARKS DEPARTMENT 216-9471			51.64	51.64	
	001-200-606	CELLPHONE	ANIMAL CONTROL			51.64	51.64	5,005.00
	001-280-606	CELLPHONE	BUILDING INSPECTION			51.64	103.28	1,275.00
	001-140-606	CELLPHONE	DEPUTY CLERK 304-7920			51.64	51.64	1,800.00
	001-200-606	CELLPHONE	POLICE DEPT 216-0078			47.37	99.01	5,005.00
	001-200-606	CELLPHONE	POLICE DEPT 216-0627			47.37	146.38	5,005.00
	001-200-606	CELLPHONE	POLICE DEPT 216-2360			47.37	193.75	5,005.00
	001-200-606	CELLPHONE	POLICE DEPT 216-3810			47.37	241.12	5,005.00
	001-200-606	CELLPHONE	POLICE DEPT 216-6423			47.37	288.49	5,005.00
	001-200-606	CELLPHONE	POLICE DEPT 216-7502			47.37	335.86	5,005.00
	001-200-606	CELLPHONE	POLICE DEPT 493-3703			47.37	383.23	5,005.00
	001-301-606	CELLPHONE	MECHANIC 216-9243			51.64	51.64	650.00
	400-722-606	CELLPHONE	UTILITY 216-7816			51.64	51.64	600.00
	400-710-606	CELL PHONE	METER READER 234-7842			51.64	51.64	1,632.00
	400-700-606	CELLPHONE	PUBLIC WORKS MANAGER 216-2			47.37	47.37	700.00
	400-710-606	CELL PHONE	UTILITY DPT SUPERV 216-530			48.87	100.51	1,632.00
	400-710-606	CELL PHONE	METER READER IPAD 493-8029			34.33	134.84	1,632.00
	001-200-606	CELLPHONE	POLICE DEPT 216-2973			47.37	430.60	5,005.00
	001-140-606	CELLPHONE	COVID DATA CARD			34.33	85.97	1,800.00
	001-301-606	CELLPHONE	STREET DEPT			35.76	87.40	650.00
5568	1937	CAPITAL ONE	1042000314*	10/22/2021	44.22			
	001-631-570	OTHER SUPPLIES & MAT	LARGE BAGS OF CANDY FOR			44.22	44.22	3,000.00
5569	1937	CAPITAL ONE	104200314	10/28/2021	494.48			
	001-631-570	OTHER SUPPLIES & MAT	HALLOWEEN CANDY FOR HALLOW			494.48	538.70	3,000.00
5570	1738	CHARLES PERNICIARO, SR.	3212	11/30/2021	85.00			
	001-200-637	REPAIRS & MAINTENANC	LF WINDOW REGULATOR/UNIT 6			85.00	85.00	35,000.00
5571	2008	CHARLES STALLINGS	SEP 2021	09/10/2021	400.00			

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	001-160-602	PROFESSIONAL SERVICE	CONSULTING SERVICES			400.00	400.00	
5572	713	COAST CHLORINATOR AND PUMP CO.	73473	11/02/2021	3,000.00			
	400-724-601	PROFESSIONAL SERVICE	SERVICE CONTRACT OCT 2021			3,000.00	3,000.00	36,000.00
5573	713	COAST CHLORINATOR AND PUMP CO.	73527	11/18/2021	3,351.00			
	400-724-637	REPAIRS & MAINTENANC	WELL WORK			3,351.00	3,351.00	25,000.00
5574	14	COAST EPA	45576	11/08/2021	7,292.06			
	400-726-630	UTILITIES - ELECTRIC	635330-001 HWY 90 BY SONIC			200.74	200.74	79,000.00
	400-724-630	UTILITIES - ELECTRIC	635330-006 FAITH ST 818 WE			2,317.77	2,317.77	57,000.00
	400-726-630	UTILITIES - ELECTRIC	635330-009 GLADSTONE ST LS			51.98	252.72	79,000.00
	400-726-630	UTILITIES - ELECTRIC	635330-011 WAVELAND CUTOFF			64.35	317.07	79,000.00
	400-726-630	UTILITIES - ELECTRIC	635330-012 LAUREL ST LS			78.36	395.43	79,000.00
	001-301-634	UTILITIES - STREET &	635330-020 MCLAURIN & OST			42.99	42.99	215,000.00
	400-726-630	UTILITIES - ELECTRIC	635330-025 NICHOLSON & LOU			107.31	502.74	79,000.00
	400-726-630	UTILITIES - ELECTRIC	635330-026 NICHOLSON & OST			106.91	609.65	79,000.00
	400-726-630	UTILITIES - ELECTRIC	635330-028 HWY 90/OST			124.80	734.45	79,000.00
	001-301-634	UTILITIES - STREET &	635330-040 HWY 90 LIGHTING			270.43	313.42	215,000.00
	001-301-634	UTILITIES - STREET &	635330-058 HWY 90 MCLAURIN			75.44	388.86	215,000.00
	001-260-630	UTILITIES - ELECTRIC	635330-060 HWY 90 427			3,429.24	3,429.24	50,000.00
	001-260-630	UTILITIES - ELECTRIC	635330-065 HWY 90 427 B			421.74	3,850.98	50,000.00
5575	14	COAST EPA	45611	11/09/2021	1,569.83			
	001-200-630	UTILITIES - ELECTRIC	635330-062 MCLAURIN 1602			1,569.83	1,569.83	19,000.00
5576	14	COAST EPA	45614	11/09/2021	81.72			
	001-260-630	UTILITIES - ELECTRIC	9975614-001 HWY 90 SIREN			40.86	3,891.84	50,000.00
	001-200-630	UTILITIES - ELECTRIC	9975614 MCLAURIN ST. 1600			40.86	1,610.69	19,000.00
5577	14	COAST EPA	45629	11/11/2021	38.13			
	400-726-630	UTILITIES - ELECTRIC	635330-063 HOGAN ST LS			38.13	772.58	79,000.00
5578	14	COAST EPA	45705	11/18/2021	7,222.08			
	400-724-630	UTILITIES - ELECTRIC	BALTIC WATER TOWER			101.10	2,418.87	57,000.00
	400-726-630	UTILITIES - ELECTRIC	635330-004 BALTIC ST LS			100.15	872.73	79,000.00
	400-726-630	UTILITIES - ELECTRIC	635330-005 HWY 90 LS			207.88	1,080.61	79,000.00
	400-726-630	UTILITIES - ELECTRIC	635330--008 ELAINE ST LS			54.93	1,135.54	79,000.00
	400-726-630	UTILITIES - ELECTRIC	635330-010 RYAN ST LS			61.94	1,197.48	79,000.00
	400-726-630	UTILITIES - ELECTRIC	635330-015 KMART SHOPPING			64.69	1,262.17	79,000.00
	400-726-630	UTILITIES - ELECTRIC	635330-016 SYCAMORE/RUE DE			51.32	1,313.49	79,000.00
	001-301-634	UTILITIES - STREET &	635330-017 HOGAN/TABOR			49.52	438.38	215,000.00
	400-726-630	UTILITIES - ELECTRIC	635330-018HWY 90 FRNT CAR			42.25	1,355.74	79,000.00
	400-726-630	UTILITIES - ELECTRIC	635330-019 HWY 90 460 LS			233.65	1,589.39	79,000.00
	400-726-630	UTILITIES - ELECTRIC	635330-021 OST 909			318.54	1,907.93	79,000.00
	400-726-630	UTILITIES - ELECTRIC	635330-022 RUE DE LASALLE/			44.76	1,952.69	79,000.00
	400-726-630	UTILITIES - ELECTRIC	635330-027 OST 436			153.34	2,106.03	79,000.00
	001-301-634	UTILITIES - STREET &	635330-029 NICHOLSON/MCLAU			37.97	476.35	215,000.00
	001-301-634	UTILITIES - STREET &	635330-030 HWY 603 LIGHTS			80.22	556.57	215,000.00
	001-301-634	UTILITIES - STREET &	635330-031 HWY 603 9017			76.23	632.80	215,000.00
	001-301-634	UTILITIES - STREET &	635330-033 CITY WAVE LIGH			1,728.62	2,361.42	215,000.00

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	001-301-634	UTILITIES - STREET &	635330-034 HWY 90 LIGHT 17			128.37	2,489.79	215,000.00
	001-301-634	UTILITIES - STREET &	635330-035 HWY 90 LIGHT 16			278.51	2,768.30	215,000.00
	001-301-634	UTILITIES - STREET &	635330-036 HWY 90/603 LIGH			80.02	2,848.32	215,000.00
	001-301-634	UTILITIES - STREET &	635330-037 HWY 90 LIGHT 21			53.25	2,901.57	215,000.00
	001-301-634	UTILITIES - STREET &	635330-038 COW HWY 90 & 60			42.26	2,943.83	215,000.00
	001-301-634	UTILITIES - STREET &	635330-039 HWY 90 LIGHT 19			118.68	3,062.51	215,000.00
	001-301-634	UTILITIES - STREET &	635330-041 CITY WAVE LIGHT			416.90	3,479.41	215,000.00
	001-301-634	UTILITIES - STREET &	635330-043 KILNWAVE CUTOFF			542.99	4,022.40	215,000.00
	001-301-634	UTILITIES - STREET &	635330-056HWY 90/WALMART			52.35	4,074.75	215,000.00
	001-301-634	UTILITIES - STREET &	635330-057 HWY 90 NICHOLSO			70.83	4,145.58	215,000.00
	400-726-630	UTILITIES - ELECTRIC	635330-059 SUPERIOR ST			42.56	2,148.59	79,000.00
	001-301-634	UTILITIES - STREET &	635330-064 CITY WAVE LIGHT			1,988.25	6,133.83	215,000.00
5579	14	COAST EPA	NOV 2021	11/09/2021	205.97			
	001-301-634	UTILITIES - STREET &	HWY 90 LIGHTING 20			205.97	6,339.80	215,000.00
5580	348	COASTAL HARDWARE & RENTAL	b20378622	11/16/2021	5.23			
	001-301-637	REPAIRS & MAINTENANC	08MJIC-10MORB 90 FITTING			5.23	5.23	100,000.00
5581	22	CONSOLIDATED PIPE & SUPPLY CO,	3715351	11/22/2021	925.00			
	400-725-637	REPAIRS & MAINTENANC	GAS MARKERS			750.00	750.00	75,000.00
	400-725-637	REPAIRS & MAINTENANC	MARKER TOOL			175.00	925.00	75,000.00
5582	22	CONSOLIDATED PIPE & SUPPLY CO,	3715817	11/17/2021	1,540.00			
	400-722-591	METER & COMPONENT SU	1 IN. T 10 GAL PRO CODER M			1,540.00	1,540.00	60,000.00
5583	22	CONSOLIDATED PIPE & SUPPLY CO,	3716007	11/17/2021	2,870.00			
	400-722-637	REPAIRS & MAINTENANC	1 IN MUL COMP UNION			1,400.00	1,400.00	69,000.00
	400-722-637	REPAIRS & MAINTENANC	3/4X1 WYE BRANCH			1,470.00	2,870.00	69,000.00
5584	22	CONSOLIDATED PIPE & SUPPLY CO,	3716008	11/17/2021	3,800.00			
	400-725-637	REPAIRS & MAINTENANC	3/4 PERF - PERM CAP			2,400.00	3,325.00	75,000.00
	400-725-637	REPAIRS & MAINTENANC	3/4 PERF - PERM CPLG			1,400.00	4,725.00	75,000.00
5585	22	CONSOLIDATED PIPE & SUPPLY CO,	3716022	11/22/2021	1,034.00			
	400-725-637	REPAIRS & MAINTENANC	2 SB 244-023803 REDI CLAMP			260.00	4,985.00	75,000.00
	400-725-637	REPAIRS & MAINTENANC	2 SB 244-023806 REDI CLAMP			774.00	5,759.00	75,000.00
5586	327	CRAIN TRACTOR & EQUIPMENT	CP97555	11/17/2021	1,033.72			
	001-301-637	REPAIRS & MAINTENANC	SWITCH ASSY			51.77	57.00	100,000.00
	001-301-637	REPAIRS & MAINTENANC	HINGE PIN			55.28	112.28	100,000.00
	001-301-637	REPAIRS & MAINTENANC	SHEILD 50RT			862.67	974.95	100,000.00
	001-301-637	REPAIRS & MAINTENANC	FREIGHT			64.00	1,038.95	100,000.00
5587	1795	DESMOND HODA	NOV 2021	11/29/2021	175.00			
	001-110-601	PROFESSIONAL SERVICE	JUDGE PRO TEMP NOVEMBER 16			175.00	175.00	1,200.00
5588	152	DISCOUNT TIRE SPOT, INC	**3237	11/24/2021	50.00			
	001-301-590	EQUIPMENT REPAIRS &	TIRE REPAIR/REAR MOWER ZER			50.00	50.00	30,000.00
5589	152	DISCOUNT TIRE SPOT, INC	993226	11/09/2021	85.00			

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	001-301-590	EQUIPMENT REPAIRS &	REMOVE/MOUNT POLARIS REAR			35.00	85.00	30,000.00
	001-301-590	EQUIPMENT REPAIRS &	BIG DOG REAR TIRE REPAIRS			50.00	135.00	30,000.00
5590	152	DISCOUNT TIRE SPOT, INC	993235	11/22/2021	20.00			
	001-200-637	REPAIRS & MAINTENANC	TIRE REPAIR ON UNIT 868			20.00	105.00	35,000.00
5591	152	DISCOUNT TIRE SPOT, INC	993236	11/23/2021	310.00			
	001-301-637	REPAIRS & MAINTENANC	235 70 R17 TRUCK TIRE MOUN			310.00	1,348.95	100,000.00
5592	152	DISCOUNT TIRE SPOT, INC	993239	11/30/2021	75.00			
	001-301-637	REPAIRS & MAINTENANC	TIRE REPAIR/TRASH TRUCK			75.00	1,423.95	100,000.00
5593	812	DNA UNDERGROUND,LLC	111221	11/12/2021	4,275.00			
	400-726-637	REPAIRS & MAINTENANC	REPAIR MANHOLE ON TERRACE			4,275.00	4,275.00	100,000.00
5594	292	DPS CRIME LAB V9971137130	90111514	11/05/2021	360.00			
	001-200-559	EVIDENCE	ANALYTICAL FEES			360.00	360.00	2,500.00
5595	189	FERGUSON WATERWORKS	0723141-1	11/08/2021	81.84			
	400-722-637	REPAIRS & MAINTENANC	LF 3/4 CTS COMP UNION			19.14	2,889.14	69,000.00
	400-722-637	REPAIRS & MAINTENANC	LF 1 CTS COMP UNION			25.43	2,914.57	69,000.00
	400-722-637	REPAIRS & MAINTENANC	LF 3/4X1 CTS COMP Y BRANCH			37.27	2,951.84	69,000.00
5596	189	FERGUSON WATERWORKS	0724996	11/16/2021	1,435.50			
	400-722-637	REPAIRS & MAINTENANC	LF 3/4 CTS COMP UNION			1,435.50	4,387.34	69,000.00
5597	15	FUELMAN OF MISSISSIPPI	NP61084027	11/15/2021	2,817.09			
	001-120-525	FUEL	MAYOR'S VEHICLE			68.02	68.02	1,500.00
	400-722-525	FUEL	PUBLIC WORKS DEPT VEHICLES			206.26	206.26	15,500.00
	001-301-525	FUEL	STREET DEPT VEHICLES			404.59	404.59	30,000.00
	001-260-525	FUEL	FIRE DEPT VEHICLES			237.31	237.31	13,000.00
	001-200-525	FUEL	POLICE DEPT VEHICLES			1,673.91	1,673.91	60,000.00
	001-550-525	FUEL	PARKS DEPT VEHICLES			44.69	44.69	3,000.00
	001-270-525	FUEL	BEAUTIFICATION DEPT VEHICL			72.22	72.22	
	400-700-525	FUEL	PUBLIC WORKS MANAGER			58.09	58.09	1,400.00
	001-200-637	REPAIRS & MAINTENANC	OIL CHANGE			52.00	157.00	35,000.00
5598	15	FUELMAN OF MISSISSIPPI	NP61114609	11/22/2021	3,589.51			
	400-722-525	FUEL	PUBLIC WORKS DEPT VEHICLES			698.82	905.08	15,500.00
	001-301-525	FUEL	STREET DEPT VEHICLES			643.90	1,048.49	30,000.00
	001-260-525	FUEL	FIRE DEPT VEHICLES			177.69	415.00	13,000.00
	001-200-525	FUEL	POLICE DEPT VEHICLES			1,711.73	3,385.64	60,000.00
	001-550-525	FUEL	PARKS DEPT VEHICLES			89.65	134.34	3,000.00
	001-280-525	FUEL	BUILDING DEPT VEHICLES			61.61	61.61	3,375.00
	400-710-525	FUEL	METER READER VEHICLE			59.55	59.55	2,800.00
	001-200-637	REPAIRS & MAINTENANC	OIL CHANGE			100.00	257.00	35,000.00
	001-140-525	FUEL	CITY ADMIN			46.56	46.56	250.00
5599	15	FUELMAN OF MISSISSIPPI	NP61136479	11/29/2021	2,837.30			
	400-722-525	FUEL	PUBLIC WORKS DEPT VEHICLES			308.47	1,213.55	15,500.00
	001-301-525	FUEL	STREET DEPT VEHICLES			369.74	1,418.23	30,000.00

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	001-260-525	FUEL	FIRE DEPT VEHICLES			314.34	729.34	13,000.00
	001-200-525	FUEL	POLICE DEPT VEHICLES			1,671.49	5,057.13	60,000.00
	001-280-525	FUEL	BEAUTIFICATION			69.38	130.99	3,375.00
	400-710-525	FUEL	METER READER VEHICLE			56.84	116.39	2,800.00
	400-700-525	FUEL	PUBLIC WORKS MANAGER			47.04	105.13	1,400.00
5600	1804	GREATER GULF DEVELOPMENT, LLC	PAYAPP #11	10/31/2021	32,153.39			
	313-301-780	INFRASTUCTURE	NICHOLSON AVE			32,153.39	32,153.39	450,000.00
5601	1580	GULF GUARANTY LIFE INSURANCE C	654224	11/17/2021	5,873.16			
	601-000-109	HEALTH INSURANCE	GAP HEALTH COVERAGE			5,873.16		
5602	89	GULFSOUTH PIPELINE CO, LP	2154990	11/09/2021	1,081.28			
	400-725-660	GAS - PURCHASE FOR R	GAS VOLUME -OCT 2021			1,081.28	1,081.28	75,000.00
5603	288	HANCOCK BANK CORPORATE TRUST	GO BOND 2015	11/02/2021	7,021.88			
	200-815-820	PAYMENT INTEREST	INTEREST PMT DUE 01/01/22			7,021.88	7,021.88	14,043.76
5604	28	HANCOCK BANK LEASING DEPT	DEC 2021	12/01/2021	1,976.85			
	001-850-810	PAYMENT PRINCIPAL	B-P-025010 PRINCIPAL PAYME			1,963.08	1,963.08	7,837.70
	001-850-820	PAYMENT INTEREST	B-P-025010 INTREST PAYMENT			13.77	13.77	68.78
5605	532	HANCOCK COUNTY SHERIFF'S OFFIC	2021WAVE011H	12/02/2021	6,700.00			
	001-215-681	CHARGES FOR PRISONER	HOUSING FOR INMATES			6,700.00	6,700.00	100,000.00
5606	5	HANCOCK COUNTY-CHANCERY CLERK	NOV 2021	12/01/2021	115.50			
	001-000-140	LOCAL: HANCOCK LAW L	LAW LIBRARY FUND			115.50		
5607	1956	HANNAH MCCRANEY	112021	11/29/2021	1,100.00			
	001-551-646	FACILITY CLEANING	CLEANING SERVICES-OCT			1,100.00	1,100.00	5,000.00
5608	1956	HANNAH MCCRANEY	NOV 2021	11/18/2021	184.00			
	001-140-613	TRAVEL - MEALS	DAYS PER DIEM FOR WINTER C			184.00	184.00	2,000.00
5609	2006	HAWKINS, INC.	6062031	11/13/2021	1,320.00			
	400-724-570	OTHER SUPPLIES & MAT	BOTTLES CHLORINE			1,320.00	1,320.00	30,000.00
5610	342	HELWICK PRO AUDIO	7827	11/29/2021	644.00			
	001-140-637	REPAIRS & MAINTENANC	INSTALL NEW SS AUDIO RECOR			644.00	644.00	14,500.00
5611	595	HENDERSON FORD	23914	12/01/2021	330.45			
	001-140-637	REPAIRS & MAINTENANC	SPARK PLUG			139.36	783.36	14,500.00
	001-140-637	REPAIRS & MAINTENANC	CAP ASY FUEL			23.09	806.45	14,500.00
	001-140-637	REPAIRS & MAINTENANC	VALVE ASY			168.00	974.45	14,500.00
5612	1499	HOL-MAC	379801	12/03/2021	177.62			
	001-301-637	REPAIRS & MAINTENANC	2 JOY STICK CONTROL RH			33.72	1,457.67	100,000.00
	001-301-637	REPAIRS & MAINTENANC	2 JOY STICK CONTROL LH			33.72	1,491.39	100,000.00
	001-301-637	REPAIRS & MAINTENANC	4 SWITCH COVER STRAIGHT JO			65.28	1,556.67	100,000.00
	001-301-637	REPAIRS & MAINTENANC	SHIPPING			44.90	1,601.57	100,000.00

DOCKET NUMBER	VENDOR		INVOICE NUMBER	INVOICE DATE	AMOUNT	APPRD/DISAPPRD	YTD SPENT	BUDGET
5613	105	HUBBARD'S HARDWARE,LLC	94577/95167	11/16/2021	265.57			
	001-550-570	OTHER SUPPLIES & MAT	MONTHLY PO NOT TO EXCEED $			265.57	265.57	7,700.00
5614	105	HUBBARD'S HARDWARE,LLC	94702/94575	12/02/2021	611.83			
	400-722-570	OTHER SUPPLIES & MAT	MONTHLY PO NOT TO EXCEED $			611.83	611.83	34,500.00
5615	105	HUBBARD'S HARDWARE,LLC	94758	11/22/2021	183.50			
	400-710-570	OTHER SUPPLIES & MAT	MONTHLY PO NOT TO EXCEED $			183.50	183.50	3,000.00
5616	105	HUBBARD'S HARDWARE,LLC	94938	11/08/2021	224.00			
	001-280-570	OTHER SUPPLIES & MAT	EASY REACHERS			160.00	160.00	8,575.00
	001-280-570	OTHER SUPPLIES & MAT	SAFETY VEST			88.90	248.90	8,575.00
	001-280-570	OTHER SUPPLIES & MAT	DISCOUNT			24.90-	224.00	8,575.00
5617	105	HUBBARD'S HARDWARE,LLC	95032	11/10/2021	209.20			
	099-270-570	OTHER SUPPLIES & MAT	PACK PINS			1.99	1.99	1,000.00
	099-270-570	OTHER SUPPLIES & MAT	2 LOPERS			52.98	54.97	1,000.00
	099-270-570	OTHER SUPPLIES & MAT	HEDGE SHEAR			18.95	73.92	1,000.00
	099-270-570	OTHER SUPPLIES & MAT	3 PRUNERS			38.33	112.25	1,000.00
	099-270-570	OTHER SUPPLIES & MAT	ANT KILLER			103.95	216.20	1,000.00
	099-270-570	OTHER SUPPLIES & MAT	13 GLOVES			16.25	232.45	1,000.00
	099-270-570	OTHER SUPPLIES & MAT	DISCOUNT			23.25-	209.20	1,000.00
5618	105	HUBBARD'S HARDWARE,LLC	95095/94821	11/22/2021	265.92			
	001-301-570	OTHER SUPPLIES & MAT	MONTHLY PO NOT TO EXCEED $			265.92	265.92	10,000.00
5619	105	HUBBARD'S HARDWARE,LLC	95538	12/02/2021	93.82			
	001-550-570	OTHER SUPPLIES & MAT	MONTHLY PO NOT TO EXCEED $			93.82	359.39	7,700.00
5620	1844	J.E.M., LLC	1558-01	11/22/2021	3,477.29			
	001-200-637	REPAIRS & MAINTENANC	REBUILD PUMP MOTOR/NEW CHE			3,477.29	3,734.29	35,000.00
5621	1844	J.E.M., LLC	1558-01*	11/22/2021	1,145.00			
	001-200-637	REPAIRS & MAINTENANC	REMOVE/REPLACE FOOT VALVE			1,145.00	4,879.29	35,000.00
5622	2014	JENNIFER NICHOLE WATZKE	NOV 2021	12/02/2021	150.00			
	001-000-330	COURT FINES & FEES	BOND REFUND			150.00		
5623	964	JERRY'S LAWN MOWER	32286	11/16/2021	75.19			
	001-260-590	EQUIPMENT REPAIRS &	OIL FILTER			11.99	11.99	8,000.00
	001-260-590	EQUIPMENT REPAIRS &	FUEL FILTER			8.95	20.94	8,000.00
	001-260-590	EQUIPMENT REPAIRS &	SPARK PLUG			11.80	32.74	8,000.00
	001-260-590	EQUIPMENT REPAIRS &	FUEL LINE			12.50	45.24	8,000.00
	001-260-590	EQUIPMENT REPAIRS &	IMPULSE PUMP			29.95	75.19	8,000.00
5624	964	JERRY'S LAWN MOWER	32533	11/16/2021	301.98			
	001-260-590	EQUIPMENT REPAIRS &	REPAIRS TO BRUSH 1 PUMP EN			301.98	377.17	8,000.00
5625	964	JERRY'S LAWN MOWER	32534	11/16/2021	1,376.23			
	001-550-590	EQUIPMENT REPAIRS &	BELT-V WITH SLEEVE			143.97	143.97	2,500.00
	001-550-590	EQUIPMENT REPAIRS &	ASM FILTER ENGINE OIL SERV			139.50	283.47	2,500.00

DOCKET NUMBER	VENDOR		INVOICE NUMBER	INVOICE DATE	AMOUNT	APPRD/DISAPPRD	YTD SPENT	BUDGET
	001-550-590	EQUIPMENT REPAIRS &	AIR FILTER KIT			269.90	553.37	2,500.00
	001-550-590	EQUIPMENT REPAIRS &	ELEMENT OIL FILTER HYD			369.90	923.27	2,500.00
	001-550-590	EQUIPMENT REPAIRS &	BPR4ES-11 SPARK PLUG			59.00	982.27	2,500.00
	001-550-590	EQUIPMENT REPAIRS &	BELT-V WITH SLEEVE			393.96	1,376.23	2,500.00
5626	1810	KEESLER FEDERAL CREDIT UNION	NOV 2021	12/02/2021	200.00			
	001-000-358	MISC - POLICE REPORT	RESTITUTION			200.00		
5627	1042	KENTWOOD SPRINGS	146022001117	11/17/2021	50.87			
	001-140-642	RENTAL - MACHINERY &	ARTESIAN WATER DELIVERY			50.87	50.87	1,500.00
5628	2012	MANDIE LEE FRENCH	NOV 2021	12/02/2021	150.00			
	001-000-330	COURT FINES & FEES	BOND REFUND			150.00		
5629	1086	MAYLEY'S PEST CONTROL	NOV 2021	11/09/2021	475.00			
	101-500-637	REPAIRS & MAINTENANC	ANNUAL CONTRACT RENEWAL			475.00	475.00	6,000.00
5630	1696	MICHAEL PRENDERGAST	NOV 2021	11/29/2021	230.00			
	001-200-613	TRAVEL - MEALS	DAYS PER DIEM FOR WINTER			230.00	230.00	750.00
5631	178	MIDSOUTH METER & REGULATION	8945	11/09/2021	6,635.00			
	400-725-637	REPAIRS & MAINTENANC	LABOR TO CHNAGE COMMECIAL			2,975.00	8,734.00	75,000.00
	400-725-591	METER & COMPONENT SU	GAS METERS			3,660.00	3,660.00	17,000.00
5632	178	MIDSOUTH METER & REGULATION	8956	11/11/2021	1,650.00			
	400-725-591	METER & COMPONENT SU	GAS METER FOR WAVELAND ELE			1,250.00	4,910.00	17,000.00
	400-725-637	REPAIRS & MAINTENANC	FIELD TEST			250.00	8,984.00	75,000.00
	400-725-637	REPAIRS & MAINTENANC	MIS			150.00	9,134.00	75,000.00
5633	178	MIDSOUTH METER & REGULATION	8984	11/16/2021	697.08			
	400-725-591	METER & COMPONENT SU	METER/REGULATOR/CONNECTION			697.08	5,607.08	17,000.00
5634	178	MIDSOUTH METER & REGULATION	8997	11/18/2021	697.58			
	400-725-591	METER & COMPONENT SU	METER,REGULATOR,CONNECTION			697.58	6,304.66	17,000.00
5635	1405	MILLER ICE MACHINE CO.	9228	11/12/2021	478.28			
	001-260-590	EQUIPMENT REPAIRS &	REPAIRS ON ICE MACHINE			478.28	855.45	8,000.00
5636	4	MISSISSIPPI DEPT OF PUBLIC SAF	NOV 2021	12/01/2021	881.50			
	001-000-139	STATE: DEPT PUBLIC S	SPECIAL ASSESSMENTS WIRELE			690.50		
	001-000-139	STATE: DEPT PUBLIC S	CRIME STOPPERS			141.00		
	001-000-139	STATE: DEPT PUBLIC S	INTERLOCK INGITION ASSESSM			50.00		
5637	694	MISSISSIPPI DEPT OF REVENUE	DEC 2021	12/02/2021	89.75			
	001-200-637	REPAIRS & MAINTENANC	TAG RENEWALS FOR UNMARKED			73.75	4,953.04	35,000.00
	001-200-637	REPAIRS & MAINTENANC	NEW TAG FOR UNMARKED VEHIC			16.00	4,969.04	35,000.00
5638	1289	MISSISSIPPI MUNICIPAL CLERKS &	NOV182021	11/18/2021	330.00			
	001-140-610	TRAINING	REGISTRATION FOR WINTER CO			330.00	330.00	2,300.00
5639	13	MISSISSIPPI POWER	NOV 2013	11/30/2021	26,705.66			

DOCKET NUMBER	VENDOR	INVOICE NUMBER	INVOICE DATE	AMOUNT	APPRD/DISAPPRD	YTD SPENT	BUDGET
400-726-630	UTILITIES - ELECTRIC	04538-00023	LOWER BAY RD L		63.14	2,211.73	79,000.00
400-726-630	UTILITIES - ELECTRIC	04717-34022	NICHOLSON AVE		217.18	2,428.91	79,000.00
400-726-630	UTILITIES - ELECTRIC	04806-9705	N CENTRAL AVE		104.48	2,533.39	79,000.00
400-726-630	UTILITIES - ELECTRIC	05530-39035	FELL ST LS #3		55.67	2,589.06	79,000.00
400-726-630	UTILITIES - ELECTRIC	07271-48021	COLEMAN AVE LS		446.25	3,035.31	79,000.00
400-726-630	UTILITIES - ELECTRIC	08943-41041	MARCUS DR LS #		71.13	3,106.44	79,000.00
001-550-630	UTILITIES - ELECTRIC	10235-47114	COLEMAN GAZEBO		26.88	26.88	16,500.00
001-260-630	UTILITIES - ELECTRIC	10531-55026	COLEMAN FIRE D		821.97	4,713.81	50,000.00
400-726-630	UTILITIES - ELECTRIC	10659-36068	N BEACH LS		97.05	3,203.49	79,000.00
400-726-630	UTILITIES - ELECTRIC	12482-89073	HERLIHY ST LS		70.63	3,274.12	79,000.00
400-726-630	UTILITIES - ELECTRIC	12579-83002	COMBEL ST LS		68.05	3,342.17	79,000.00
001-550-630	UTILITIES - ELECTRIC	13638-02029	GREEN SPACE		57.12	84.00	16,500.00
400-726-630	UTILITIES - ELECTRIC	13684-09028	TARANTO ST LS		107.35	3,449.52	79,000.00
400-726-630	UTILITIES - ELECTRIC	13732-09003	N BEACH BLVD L		91.56	3,541.08	79,000.00
400-726-630	UTILITIES - ELECTRIC	15941-48036	HWY 90 LS		93.41	3,634.49	79,000.00
400-726-630	UTILITIES - ELECTRIC	16599-84041	SEARS AVE LS		357.13	3,991.62	79,000.00
001-550-630	UTILITIES - ELECTRIC	16946-55001	PAVILLION		56.99	140.99	16,500.00
001-550-630	UTILITIES - ELECTRIC	18635-82059	502 CENTRAL		111.80	252.79	16,500.00
400-726-630	UTILITIES - ELECTRIC	18732-76022	VACTION LN LS		73.10	4,064.72	79,000.00
001-301-630	UTILITIES - ELECTRIC	19081-49003	GULFSIDE PW BL		333.29	333.29	8,700.00
001-301-634	UTILITIES - STREET &	19291-49006	GULFSIDE OD LI		9.39	6,349.19	215,000.00
400-724-630	UTILITIES - ELECTRIC	19711-49006	GULFSIDE WELL		831.01	3,249.88	57,000.00
400-726-630	UTILITIES - ELECTRIC	19921-49015	HARGETT ST LS		54.26	4,118.98	79,000.00
400-726-630	UTILITIES - ELECTRIC	20131-49027	THIRD ST LS #2		84.67	4,203.65	79,000.00
400-726-630	UTILITIES - ELECTRIC	21315-54028	SPRUCE ST LS #		92.59	4,296.24	79,000.00
001-571-630	UTILITIES - ELECTRIC	23565-26024	CIVIC CENTER		1,288.11	1,288.11	22,000.00
400-726-630	UTILITIES - ELECTRIC	26441-48016	WAVELAND AVE L		341.55	4,637.79	79,000.00
001-301-634	UTILITIES - STREET &	26861-48007	CEMETARY		19.21	6,368.40	215,000.00
001-301-634	UTILITIES - STREET &	27015-83004	COLEMAN TRAFFI		53.48	6,421.88	215,000.00
400-726-630	UTILITIES - ELECTRIC	31530-59023	MUSIC ST LS		91.89	4,729.68	79,000.00
001-301-630	UTILITIES - ELECTRIC	34233-70060	STORAGE BLDG		70.16	403.45	8,700.00
400-724-630	UTILITIES - ELECTRIC	34241-50008	TIDE ST WELL		694.06	3,943.94	57,000.00
001-301-634	UTILITIES - STREET &	36035-31043	HWY 90 LGT 1		97.86	6,519.74	215,000.00
400-726-630	UTILITIES - ELECTRIC	36471-48019	IDLEWOOD LS #3		134.59	4,864.27	79,000.00
001-260-630	UTILITIES - ELECTRIC	38463-68002	CENTRAL AVE SI		51.71	4,765.52	50,000.00
400-724-630	UTILITIES - ELECTRIC	39935-37020	WATER 318 GULF		143.85	4,087.79	57,000.00
001-301-634	UTILITIES - STREET &	40999-87009	WAVE AVE TRAFF		77.95	6,597.69	215,000.00
001-301-634	UTILITIES - STREET &	43989-99001	HERLIHY CAUTIO		55.81	6,653.50	215,000.00
400-726-630	UTILITIES - ELECTRIC	45246-41007	S BEACH BLVD L		357.05	5,221.32	79,000.00
001-301-634	UTILITIES - STREET &	49971-47005	STREET LIGHTS		14,239.67	20,893.17	215,000.00
001-571-630	UTILITIES - ELECTRIC	50181-47008	CIVIC CENTER O		105.63	1,393.74	22,000.00
400-726-630	UTILITIES - ELECTRIC	51873-94024	GULF DR LS #1		76.67	5,297.99	79,000.00
400-726-630	UTILITIES - ELECTRIC	52350-40020	FREDS TRANS LS		62.27	5,360.26	79,000.00
400-726-630	UTILITIES - ELECTRIC	52358-17003	PECAN RIDGE LS		139.29	5,499.55	79,000.00
400-726-630	UTILITIES - ELECTRIC	56359-38005	WAVE AVE LS		103.58	5,603.13	79,000.00
400-726-630	UTILITIES - ELECTRIC	57634-18029	BROWN AVE LS		219.41	5,822.54	79,000.00
001-301-630	UTILITIES - ELECTRIC	59283-32008	MECHANIC LIFT		86.36	489.81	8,700.00
001-301-634	UTILITIES - STREET &	63714-17002	HWY 90 LTG 2		210.92	21,104.09	215,000.00
001-301-634	UTILITIES - STREET &	66919-42002	HWY LTG 24		258.32	21,362.41	215,000.00
400-726-630	UTILITIES - ELECTRIC	70537-46041	HERLIHY ST LS		82.41	5,904.95	79,000.00
400-724-630	UTILITIES - ELECTRIC	72401-48017	HUGHES WATER T		526.53	4,614.32	57,000.00

DOCKET NUMBER	VENDOR		INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT	APPRD/DISAPPRD	YTD SPENT	BUDGET
	001-550-630	UTILITIES - ELECTRIC	74311-49000 MLK PARK			229.87	482.66	16,500.00
	001-550-630	UTILITIES - ELECTRIC	75731-48014 GARFIELD PIER			128.79	611.45	16,500.00
	001-550-630	UTILITIES - ELECTRIC	78363-79006 BALL FIELD			390.42	1,001.87	16,500.00
	001-140-630	UTILITIES - ELECTRIC	87071-48023 CITY HALL			1,718.23	1,718.23	21,800.00
	001-301-630	UTILITIES - ELECTRIC	19501-49006 STREET DEPT SH			157.22	647.03	8,700.00
	001-550-630	UTILITIES - ELECTRIC	21996-08012 MLK COMMUNITY			96.69	1,098.56	16,500.00
5640	1786	MUNICODE	00366885	11/23/2021	7,700.00			
	001-140-601	PROFESSIONAL SERVICE	WEBSITE FEATURES/HOSTING			7,700.00	7,700.00	20,000.00
5641	947	NAPA	303441	11/16/2021	13.59			
	001-200-637	REPAIRS & MAINTENANC	HEADLIGHT FOR UNIT 414			13.59	4,982.63	35,000.00
5642	947	NAPA	303914	11/22/2021	155.01			
	001-550-637	REPAIRS & MAINTENANC	AUTO TRANSMISSION FILTER			41.05	41.05	5,000.00
	001-550-637	REPAIRS & MAINTENANC	MLATQT ATF FLUID			113.96	155.01	5,000.00
5643	947	NAPA	303915	11/22/2021	798.67			
	400-722-637	REPAIRS & MAINTENANC	SHOCK FRONT			137.64	4,524.98	69,000.00
	400-722-637	REPAIRS & MAINTENANC	SHOCK REAR			136.78	4,661.76	69,000.00
	400-722-637	REPAIRS & MAINTENANC	SPARKPLUG WIRE KIT			45.37	4,707.13	69,000.00
	400-722-637	REPAIRS & MAINTENANC	SPARK PLUGS			109.28	4,816.41	69,000.00
	400-722-637	REPAIRS & MAINTENANC	F/UPPER INSULATOR			76.06	4,892.47	69,000.00
	400-722-637	REPAIRS & MAINTENANC	F/LOWER INSULATOR			52.84	4,945.31	69,000.00
	400-722-637	REPAIRS & MAINTENANC	MIDDLE UPPER INSULATOR			72.12	5,017.43	69,000.00
	400-722-637	REPAIRS & MAINTENANC	MIDDLE LOWER INSULATOR			54.74	5,072.17	69,000.00
	400-722-637	REPAIRS & MAINTENANC	REAR UPPER INSULATOR			71.36	5,143.53	69,000.00
	400-722-637	REPAIRS & MAINTENANC	REAR LOWER INSULATOR			42.48	5,186.01	69,000.00
5644	947	NAPA	303923	11/22/2021	156.85			
	400-700-637	REPAIRS & MAINTENANC	BATTERY - PW 170			156.85	156.85	1,500.00
	400-700-637	REPAIRS & MAINTENANC	CORE			18.00	174.85	1,500.00
	400-700-637	REPAIRS & MAINTENANC	CORE DEPOSIT			18.00-	156.85	1,500.00
5645	947	NAPA	303924	11/22/2021	269.52			
	001-301-637	REPAIRS & MAINTENANC	ALTERNATOR/PW 11			144.98	1,746.55	100,000.00
	001-301-637	REPAIRS & MAINTENANC	BATTERY			124.54	1,871.09	100,000.00
5646	947	NAPA	303925	11/22/2021	187.40			
	001-301-637	REPAIRS & MAINTENANC	IGNITION LOCK CYLINDER/PW1			70.07	1,941.16	100,000.00
	001-301-637	REPAIRS & MAINTENANC	HOOD LIFT SUPPORT			64.62	2,005.78	100,000.00
	001-301-637	REPAIRS & MAINTENANC	BRAKE FLUID LEVEL SENSOR			36.97	2,042.75	100,000.00
	001-301-637	REPAIRS & MAINTENANC	PARKING BRAKE SWITCH			15.74	2,058.49	100,000.00
5647	947	NAPA	303926	11/22/2021	132.40			
	001-301-570	OTHER SUPPLIES & MAT	DEF			49.96	315.88	10,000.00
	001-301-570	OTHER SUPPLIES & MAT	DEF			12.49	328.37	10,000.00
	001-301-570	OTHER SUPPLIES & MAT	SHOP TOWELS			69.95	398.32	10,000.00
5648	947	NAPA	303931	11/22/2021	259.00			
	400-726-570	OTHER SUPPLIES & MAT	5 GALLON IND DEGREASER			259.00	967.00	12,000.00

DOCKET NUMBER	VENDOR			*----------INVOICE----------* NUMBER	DATE	AMOUNT	APPRD/DISAPPRD	YTD SPENT	BUDGET
5649	947	NAPA		304118	11/23/2021	206.24			
	400-722-637	REPAIRS & MAINTENANC	BATTERY - PW 192				125.45	5,311.46	69,000.00
	400-722-637	REPAIRS & MAINTENANC	DRIVALIGN AUTO TENSIONER				47.96	5,359.42	69,000.00
	400-722-637	REPAIRS & MAINTENANC	LUG WRENCH AND JACK HANDLE				32.83	5,392.25	69,000.00
5650	947	NAPA		304411	11/29/2021	254.40			
	001-301-637	REPAIRS & MAINTENANC	LEFT REAR BRAKE CALIPER				69.86	2,128.35	100,000.00
	001-301-637	REPAIRS & MAINTENANC	RIGHT REAR BRAKE CALIPER				69.86	2,198.21	100,000.00
	001-301-637	REPAIRS & MAINTENANC	REAR BRAKE PADS				36.99	2,235.20	100,000.00
	001-301-637	REPAIRS & MAINTENANC	FRONT BRAKE PADS				77.69	2,312.89	100,000.00
	001-301-637	REPAIRS & MAINTENANC	LEFT REAR BRAKE CALIPER CO				27.16	2,340.05	100,000.00
	001-301-637	REPAIRS & MAINTENANC	RIGHT REAR BRAKE CALIPER C				27.16	2,367.21	100,000.00
	001-301-637	REPAIRS & MAINTENANC	CALIPER CORE CREDIT				54.32-	2,312.89	100,000.00
5651	947	NAPA		304470	11/29/2021	406.02			
	001-301-637	REPAIRS & MAINTENANC	SWITCH - COMBINATION				104.98	2,417.87	100,000.00
	001-301-637	REPAIRS & MAINTENANC	2 REFLECTORS				49.16	2,467.03	100,000.00
	001-301-637	REPAIRS & MAINTENANC	TS LAMP				71.98	2,539.01	100,000.00
	001-301-637	REPAIRS & MAINTENANC	HL ASM HEAD LIGHT				179.90	2,718.91	100,000.00
5652	947	NAPA		304474	11/30/2021	148.38			
	001-301-637	REPAIRS & MAINTENANC	BRAKE CALIPER FRONT SE5548				74.19	2,793.10	100,000.00
	001-301-637	REPAIRS & MAINTENANC	CORE DEPOSIT				30.87	2,823.97	100,000.00
	001-301-637	REPAIRS & MAINTENANC	BRAKE CALIPER FRONT SE5547				74.19	2,898.16	100,000.00
	001-301-637	REPAIRS & MAINTENANC	CORE DEPOSIT				30.87	2,929.03	100,000.00
	001-301-637	REPAIRS & MAINTENANC	CORE CREDIT				61.74-	2,867.29	100,000.00
5653	947	NAPA		304507	11/30/2021	45.65			
	001-301-637	REPAIRS & MAINTENANC	BOXED MINIATURES LMP				27.10	2,894.39	100,000.00
	001-301-637	REPAIRS & MAINTENANC	LIGHT SOCKET				8.55	2,902.94	100,000.00
	001-301-637	REPAIRS & MAINTENANC	BOXED MINIATURE LAMP				10.00	2,912.94	100,000.00
5654	1538	ONE STOP GOODYEAR TIRE AND SER		1-22463	11/23/2021	155.70			
	001-200-637	REPAIRS & MAINTENANC	TIRE/MOUNT BALANCE - UNIT				155.70	5,138.33	35,000.00
5655	1538	ONE STOP GOODYEAR TIRE AND SER		1-22465	11/23/2021	590.80			
	001-200-637	REPAIRS & MAINTENANC	4 TIRES/MOUNT/BALANCE UNIT				590.80	5,729.13	35,000.00
5656	2017	PAUL DAVID SHIPPEY		NOV 2021	12/02/2021	150.00			
	001-000-330	COURT FINES & FEES	BOND REFUND				150.00		
5657	1322	PELLERIN LAUNDRY MACHINERY		387511	11/23/2021	677.90			
	001-260-637	REPAIRS & MAINTENANC	BURNER				306.42	306.42	40,000.00
	001-260-637	REPAIRS & MAINTENANC	LABOR				110.00	416.42	40,000.00
	001-260-637	REPAIRS & MAINTENANC	SERVICE CHARGE				240.00	656.42	40,000.00
	001-260-637	REPAIRS & MAINTENANC	FREIGHT				13.44	669.86	40,000.00
	001-260-637	REPAIRS & MAINTENANC	SLIDE LATCH				8.04	677.90	40,000.00
5658	1303	PINE BELT OIL		1589737	11/19/2021	1,161.96			
	001-301-525	FUEL	415 GAL DYED DIESEL				1,161.96	2,580.19	30,000.00

DOCKET NUMBER	VENDOR		INVOICE NUMBER	INVOICE DATE	AMOUNT	APPRD/DISAPPRD	YTD SPENT	BUDGET
5659	141	POLICE BENEVOLENT	NOV 2021	11/18/2021	23.50			
	601-000-108	CREDIT UNION-POLICE	EMPLOYEE CONTRIBUTIONS			23.50		
5660	141	POLICE BENEVOLENT	NOV2021	11/18/2021	23.50			
	601-000-108	CREDIT UNION-POLICE	EMPLOYEE CONTRIBUTIONS			23.50		
5661	141	POLICE BENEVOLENT	NOV2021*	11/18/2021	23.50			
	601-000-108	CREDIT UNION-POLICE	EMPLOYEE CONTRIBUTIONS			23.50		
5662	1976	PRECISION DELTA	21796	11/08/2021	2,349.27			
	001-200-610	TRAINING	9MM 147 GR. RANGER ONE BON			468.56	468.56	21,000.00
	001-200-610	TRAINING	9 MM 147 GR TRUNCATED FMJ			464.04	932.60	21,000.00
	001-200-610	TRAINING	12 GA 2 3/4' RIFLED SLUG			280.70	1,213.30	21,000.00
	001-200-610	TRAINING	USA223R1KY .223 GR FMJ			700.00	1,913.30	21,000.00
	001-200-610	TRAINING	40 S&W 165 GR FMJ			114.92	2,028.22	21,000.00
	001-200-610	TRAINING	40 S&W 165 GR JHP RANGER T			171.05	2,199.27	21,000.00
	001-200-610	TRAINING	FREIGHT CHARGE			150.00	2,349.27	21,000.00
5663	318	PROHOSTING ACCOUNTING DIVISION	DEC 2021	12/01/2021	17.95			
	001-200-636	MAINTENANCE AGREEMEN	WEB HOSTING WAVELANDPOLICE			17.95	617.95	31,000.00
5664	330	PUCKETT RENTS	863631	11/18/2021	592.56			
	001-301-637	REPAIRS & MAINTENANC	15265 BLADE SET			305.76	3,218.70	100,000.00
	001-301-637	REPAIRS & MAINTENANC	15066 D BOLT			188.40	3,407.10	100,000.00
	001-301-637	REPAIRS & MAINTENANC	15148 LOCK NUT			59.60	3,466.70	100,000.00
	001-301-637	REPAIRS & MAINTENANC	30089 WASHER			8.80	3,475.50	100,000.00
	001-301-637	REPAIRS & MAINTENANC	IN OR OUT FREIGHT			30.00	3,505.50	100,000.00
5665	330	PUCKETT RENTS	864338	11/23/2021	125.08			
	001-301-637	REPAIRS & MAINTENANC	153-2994 COUPLER			72.66	3,578.16	100,000.00
	001-301-637	REPAIRS & MAINTENANC	153-2995 COUPLER			52.42	3,630.58	100,000.00
5666	1756	QUADIENT FINANCE USA INC.	NOV 2021	11/14/2021	400.00			
	001-140-618	POSTAGE	CITY HALL ADMIN			235.71	235.71	2,500.00
	001-280-618	POSTAGE	PLANNING & ZONING			4.24	4.24	3,500.00
	001-280-618	POSTAGE	CODE ENFORCEMENT			83.33	87.57	3,500.00
	400-710-618	POSTAGE	UTILITY DEPT			13.43	13.43	13,000.00
	001-200-618	POSTAGE	POLICE DEPT			4.24	4.24	100.00
	001-115-618	POSTAGE	COURT DEPT			56.40	56.40	1,000.00
	001-280-618	POSTAGE	PRIVILEDGE LICENSE			2.12	89.69	3,500.00
	001-280-618	POSTAGE	BUILDING DEPT			.53	90.22	3,500.00
5667	1866	RAQUEL FONTENOT	NOV 2021	12/02/2021	20.00			
	001-000-358	MISC - POLICE REPORT	RESTITUTION			20.00		
5668	444	ROCKING C TRUCK & TRAILER	01p32451	12/02/2021	1,116.10			
	001-301-637	REPAIRS & MAINTENANC	TANK AIR QUALITY CONNECT			520.62	4,151.20	100,000.00
	001-301-637	REPAIRS & MAINTENANC	TANK AIR QUALITY CONNECT A			505.88	4,657.08	100,000.00
	001-301-637	REPAIRS & MAINTENANC	CABLE TANK MTG ASSY SURGE			46.86	4,703.94	100,000.00
	001-301-637	REPAIRS & MAINTENANC	CABLE TANK MTG ASSY SURGE			42.74	4,746.68	100,000.00

DOCKET NUMBER	VENDOR		INVOICE NUMBER	INVOICE DATE	AMOUNT	APPRD/DISAPPRD	YTD SPENT	BUDGET
5669	2010	ROGER STEINBRINK	NOV 2012	12/02/2021	35.50			
	001-000-330	COURT FINES & FEES	BOND REFUND			35.50		
5670	29	RURAL DEVELOPMENT	DEC 2021	12/01/2021	7,464.36			
	400-830-810	PAYMENT PRINCIPAL	(FMHA) B-P-005098	PRICIPAL		5,591.61	5,591.61	68,190.38
	400-830-820	PAYMENT INTEREST	(FMHA) B-P-005098	INTREST		1,872.75	1,872.75	21,381.94
5671	2016	RUSSELL KADE BRELAND	NOV 2021	12/02/2021	150.00			
	001-000-330	COURT FINES & FEES	BOND REFUND			150.00		
5672	667	S & L OFFICE SUPPLIES	94034	11/11/2021	145.33			
	001-140-620	ADVERTISING & PUBLIS	2 SIGNS GOOD LUCK TIGERS			145.33	145.33	2,995.00
5673	667	S & L OFFICE SUPPLIES	94338/94369	11/24/2021	361.44			
	001-140-500	OFFICE SUPPLIES	AT A GLANCE DESK CALENDAR			43.50	43.50	12,000.00
	001-140-500	OFFICE SUPPLIES	FILE POCKET			20.52	64.02	12,000.00
	001-140-500	OFFICE SUPPLIES	CASES COPY PAPER			174.75	238.77	12,000.00
	400-722-570	OTHER SUPPLIES & MAT	CASE DAWN SOAP (4 GALLLONS			122.67	734.50	34,500.00
5674	667	S & L OFFICE SUPPLIES	94362	11/23/2021	54.04			
	001-140-500	OFFICE SUPPLIES	BOX (25) FILE POCKETS			54.04	292.81	12,000.00
5675	667	S & L OFFICE SUPPLIES	94370	11/24/2021	42.54			
	001-550-570	OTHER SUPPLIES & MAT	SWISS MISS 50 PK BOX HOT C			42.54	401.93	7,700.00
5676	667	S & L OFFICE SUPPLIES	94554	12/02/2021	67.50			
	001-140-500	OFFICE SUPPLIES	256 FLASH DRIVE			67.50	360.31	12,000.00
5677	1710	SBM REPORTING, LLC	MB1296	09/22/2021	250.00			
	001-191-601	PROFESSIONAL SERVICE	TRANSCRIPT OF MEETING 9/22			250.00	250.00	
5678	2013	SHIANNE MARIE MITCHELL	NOV 2021	12/02/2021	150.00			
	001-000-330	COURT FINES & FEES	BOND REFUND			150.00		
5679	738	SOUTHERN PRINTING & SILKSCREEN	21 4583	10/25/2021	456.00			
	001-260-535	UNIFORMS	CORNERSTONE POLO SHIRTS			192.00	192.00	4,000.00
	001-260-535	UNIFORMS	EMBROIDERY			68.00	260.00	4,000.00
	001-260-535	UNIFORMS	EMBRODERY			28.00	288.00	4,000.00
	001-260-535	UNIFORMS	PROPPER PANTS			168.00	456.00	4,000.00
5680	3	STATE TREASURER	NOV 2021	12/01/2021	11,079.75			
	001-000-138	STATE: COURT FINE AS	TV			5,213.50		
	001-000-138	STATE: COURT FINE AS	IC			527.00		
	001-000-138	STATE: COURT FINE AS	TT			310.00		
	001-000-138	STATE: COURT FINE AS	OM			1,746.75		
	001-000-138	STATE: COURT FINE AS	ABF			228.00		
	001-000-138	STATE: COURT FINE AS	VBF			110.00		
	001-000-138	STATE: COURT FINE AS	CC			37.50		
	001-000-138	STATE: COURT FINE AS	MVL			200.00		
	001-000-138	STATE: COURT FINE AS	UMI			2,707.00		

DOCKET NUMBER	VENDOR		NUMBER	DATE	AMOUNT	APPRD/DISAPPRD	YTD SPENT	BUDGET
5681	70	SUN COAST BUSINESS SUPPLY	1298554-1	12/01/2021	737.97			
	099-115-500	OFFICE SUPPLIES	LEGAL PADS			6.93	6.93	3,250.00
	099-115-500	OFFICE SUPPLIES	STICKY NOTES			6.81	13.74	3,250.00
	099-115-500	OFFICE SUPPLIES	COPY PAPER			36.00	49.74	3,250.00
	099-115-500	OFFICE SUPPLIES	MANILA FILE FOLDERS			29.26	79.00	3,250.00
	099-115-500	OFFICE SUPPLIES	KRAFT ENVELOPES			102.88	181.88	3,250.00
	099-115-500	OFFICE SUPPLIES	BANKER BOXES			158.71	340.59	3,250.00
	099-115-500	OFFICE SUPPLIES	LIQUID WHITE OUT			4.89	345.48	3,250.00
	099-115-500	OFFICE SUPPLIES	LEX 70C10K0 BLACK TONER			120.50	465.98	3,250.00
	099-115-500	OFFICE SUPPLIES	70C10K0 BLACK TONER			59.53	525.51	3,250.00
	099-115-500	OFFICE SUPPLIES	CYAN TONER			70.82	596.33	3,250.00
	099-115-500	OFFICE SUPPLIES	MAGENTA TONER			70.82	667.15	3,250.00
	099-115-500	OFFICE SUPPLIES	YELLOW TONER			70.82	737.97	3,250.00
5682	383	SUNBELT FIRE	126760	11/29/2021	336.25			
	001-260-637	REPAIRS & MAINTENANC	TROUBLESHOOT ENG 3			336.25	1,014.15	40,000.00
5683	383	SUNBELT FIRE	126767	11/29/2021	1,253.26			
	001-260-637	REPAIRS & MAINTENANC	FURNISH/INSTALL NEW ONBOAR			858.26	1,872.41	40,000.00
	001-260-637	REPAIRS & MAINTENANC	LABOR			250.00	2,122.41	40,000.00
	001-260-637	REPAIRS & MAINTENANC	SHIPPING			20.00	2,142.41	40,000.00
	001-260-637	REPAIRS & MAINTENANC	FIELD SERVICE CHARGE			125.00	2,267.41	40,000.00
5684	90	SYMMETRY ENERGY SOLUTIONS,LLC	1215465	11/15/2021	10,864.26			
	400-725-660	GAS - PURCHASE FOR R	NATURAL GAS SALES - OCT			10,864.26	11,945.54	75,000.00
5685	198	TAMMY FAYARD	NOV182021	11/18/2021	184.00			
	001-140-613	TRAVEL - MEALS	DAYS PER DIEM FOR WINTER C			184.00	368.00	2,000.00
5686	2009	TMH, PLLC	218181	10/21/2021	15,000.00			
	001-140-600	PROFESSIONAL SERVICE	FIRST AUDIT BILLING			7,500.00	7,500.00	25,000.00
	400-700-600	PROFESSIONAL SERVICE	FIRST AUDIT BILLING			7,500.00	7,500.00	25,000.00
5687	739	TRANSUNION RISK AND ALTERNATIV	14231-202111	12/01/2021	175.00			
	001-200-636	MAINTENANCE AGREEMEN	TLOXP CHARGES NOVEMBER			175.00	792.95	31,000.00
5688	1660	TRINITY CAPITAL INVESTORS	INVOICE	11/15/2021	1,702.38			
	001-000-349	INVESTMENT INCOME	INVESTMENT MANAGEMENT			1,702.38		
5689	2004	TURAN FOLEY MOTORS, INC	0025922	11/20/2021	59.95			
	001-200-637	REPAIRS & MAINTENANC	OIL CHANGE FOR UNIT 165			59.95	5,789.08	35,000.00
5690	2004	TURAN FOLEY MOTORS, INC	0026468	12/02/2021	59.95			
	001-200-637	REPAIRS & MAINTENANC	OIL CHANGE UNIT 496			59.95	5,849.03	35,000.00
5691	2004	TURAN FOLEY MOTORS, INC	RO#0025583	11/10/2021	59.95			
	001-200-637	REPAIRS & MAINTENANC	OIL CHANGE ON UNIT 3702			59.95	5,908.98	35,000.00
5692	1862	UNIFIRST CORPORATION	105 0967187	11/15/2021	571.46			
	001-550-535	UNIFORMS	2 PARKS DEPT			18.90	18.90	650.00

DOCKET NUMBER	VENDOR		INVOICE NUMBER	INVOICE DATE	AMOUNT	APPRD/DISAPPRD	YTD SPENT	BUDGET
	400-722-535	UNIFORMS	5 PUBLIC WORKS DEPT			47.25	47.25	3,000.00
	001-301-535	UNIFORMS	23 STREET DEPT			217.35	217.35	9,000.00
	400-710-535	UNIFORMS	METER READER DEPT			9.45	9.45	750.00
	001-270-537	UNIFORMS	BEAUTIFICATION			9.45	9.45	
	001-400-535	UNIFORMS	ANIMAL CONTROL			9.45	9.45	
	001-550-535	UNIFORMS	DEFE			2.34	21.24	650.00
	400-722-535	UNIFORMS	DEFE			2.34	49.59	3,000.00
	001-301-535	UNIFORMS	DEFE			2.33	219.68	9,000.00
	400-710-535	UNIFORMS	DEFE			2.33	11.78	750.00
	001-270-537	UNIFORMS	DEFE			2.33	11.78	
	001-400-535	UNIFORMS	DEFE			2.33	11.78	
	001-301-535	UNIFORMS	NEW HIRE PREPARATION			171.45	391.13	9,000.00
	001-301-535	UNIFORMS	DAMAGED ITEM FEE			74.16	465.29	9,000.00
5693	1862	UNIFIRST CORPORATION	105 0968303	11/22/2021	1,116.54			
	001-550-535	UNIFORMS	2 PARKS DEPT			18.90	40.14	650.00
	400-722-535	UNIFORMS	6 PUBLIC WORKS DEPT			56.70	106.29	3,000.00
	001-301-535	UNIFORMS	20 STREET DEPT			189.00	654.29	9,000.00
	400-710-535	UNIFORMS	METER READER DEPT			9.45	21.23	750.00
	001-200-535	UNIFORMS	BEAUTIFICATION/ANIMAL CONT			18.90	18.90	5,400.00
	001-550-535	UNIFORMS	DEFE			2.34	42.48	650.00
	400-722-535	UNIFORMS	DEFE			2.34	108.63	3,000.00
	001-301-535	UNIFORMS	DEFE			2.33	656.62	9,000.00
	400-710-535	UNIFORMS	DEFE			2.33	23.56	750.00
	001-200-535	UNIFORMS	2/DEFE			4.66	23.56	5,400.00
	001-301-535	UNIFORMS	RESTOCKING FEE			809.59	1,466.21	9,000.00
5694	1862	UNIFIRST CORPORATION	105 0969414	11/29/2021	653.18			
	001-550-535	UNIFORMS	2 PARKS DEPT			18.90	61.38	650.00
	400-722-535	UNIFORMS	6 PUBLIC WORKS DEPT			56.70	165.33	3,000.00
	001-301-535	UNIFORMS	20 STREET DEPT			189.00	1,655.21	9,000.00
	400-710-535	UNIFORMS	METER READER DEPT			9.45	33.01	750.00
	001-200-535	UNIFORMS	BEAUTIFICATION/ANIMAL CONT			18.90	42.46	5,400.00
	001-550-535	UNIFORMS	DEFE			2.34	63.72	650.00
	400-722-535	UNIFORMS	DEFE			2.34	167.67	3,000.00
	001-301-535	UNIFORMS	DEFE			2.33	1,657.54	9,000.00
	400-710-535	UNIFORMS	DEFE			2.33	35.34	750.00
	001-200-535	UNIFORMS	2/DEFE			4.66	47.12	5,400.00
	001-301-535	UNIFORMS	NEW HIRE PREPARATION			126.15	1,783.69	9,000.00
	001-301-535	UNIFORMS	DAMAGED			220.08	2,003.77	9,000.00
5695	1	US DOLLAR REMITTANCE	HRMN007734	12/01/2021	892.50			
	001-140-636	MAINTENANCE AGREEMEN	MINUTE BOOK INDEXING			90.00	6,932.50	31,200.00
	001-140-636	MAINTENANCE AGREEMEN	SCAN WORK STATION SOFTWARE			90.00	7,022.50	31,200.00
	001-115-636	MAINTENANCE AGREEMEN	MUNICIPAL COURT MANAGEMENT			275.00	275.00	9,700.00
	001-115-636	MAINTENANCE AGREEMEN	PAPERLINK SCAN STATION LIC			200.00	475.00	9,700.00
	001-115-636	MAINTENANCE AGREEMEN	COURT AOC SOFTWARE MNT			42.50	517.50	9,700.00
	001-115-636	MAINTENANCE AGREEMEN	PAPERLINK IMAGING SOFTWARE			130.00	647.50	9,700.00
	001-115-636	MAINTENANCE AGREEMEN	INSITE SUPPORT			65.00	712.50	9,700.00
5696	357	US POSTAL SERVICE	DEC 2021	11/29/2021	1,000.00			

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	400-710-618	POSTAGE	PERMIT #26 MONTHLY POSTAGE			1,000.00	1,013.43	13,000.00
5697	144	UTILITY MANAGEMENT CORPORATION	WAVE102021	11/16/2021	650.00			
	400-725-660	GAS - PURCHASE FOR R	NATURAL GAS MNGT SERVICES			650.00	12,595.54	75,000.00
5698	194	VINSON'S UNIFORMS	169857	11/23/2021	341.18			
	001-260-535	UNIFORMS	FINISHING DRESS UNIFORM			341.18	797.18	4,000.00
5699	828	WARRAN AUTOMOTIVE INC	23486	12/03/2021	2,754.83			
	001-301-637	REPAIRS & MAINTENANC	DIAGNOSTIC			110.00	4,856.68	100,000.00
	001-301-637	REPAIRS & MAINTENANC	LABOR:REPLACE SLACK ADJUST			220.00	5,076.68	100,000.00
	001-301-637	REPAIRS & MAINTENANC	SLACK ADJUSTER			215.03	5,291.71	100,000.00
	001-301-637	REPAIRS & MAINTENANC	BACKING PLATE			510.15	5,801.86	100,000.00
	001-301-637	REPAIRS & MAINTENANC	CLIP			88.33	5,890.19	100,000.00
	001-301-637	REPAIRS & MAINTENANC	BRACKET			209.26	6,099.45	100,000.00
	001-301-637	REPAIRS & MAINTENANC	BUSHING			19.44	6,118.89	100,000.00
	001-301-637	REPAIRS & MAINTENANC	GROMMET			1.57	6,120.46	100,000.00
	001-301-637	REPAIRS & MAINTENANC	FREIGHT			17.00	6,137.46	100,000.00
	001-301-637	REPAIRS & MAINTENANC	RING			6.24	6,143.70	100,000.00
	001-301-637	REPAIRS & MAINTENANC	HARDWARE			5.20	6,148.90	100,000.00
	001-301-637	REPAIRS & MAINTENANC	BRAKE DRUM			310.00	6,458.90	100,000.00
	001-301-637	REPAIRS & MAINTENANC	BRAKE SHOE			229.70	6,688.60	100,000.00
	001-301-637	REPAIRS & MAINTENANC	WHEEL SEAL			96.91	6,785.51	100,000.00
	001-301-637	REPAIRS & MAINTENANC	LABOR			165.00	6,950.51	100,000.00
	001-301-637	REPAIRS & MAINTENANC	REPLACE BACKING PLATE/S-CA			550.00	7,500.51	100,000.00
	001-301-637	REPAIRS & MAINTENANC	HARDWARE			1.00	7,501.51	100,000.00
5700	828	WARRAN AUTOMOTIVE INC	23651	12/02/2021	2,087.28			
	001-301-637	REPAIRS & MAINTENANC	BRAKE SHOE KIT			306.66	7,808.17	100,000.00
	001-301-637	REPAIRS & MAINTENANC	BRAKE DRUM			797.38	8,605.55	100,000.00
	001-301-637	REPAIRS & MAINTENANC	REAR WHEEL SEAL			143.24	8,748.79	100,000.00
	001-301-637	REPAIRS & MAINTENANC	REPLACE BOTH SIDE REAR DRU			720.00	9,468.79	100,000.00
	001-301-637	REPAIRS & MAINTENANC	DIAGNOSTIC,			120.00	9,588.79	100,000.00
5701	828	WARRAN AUTOMOTIVE INC	23725	12/02/2021	482.34			
	001-200-637	REPAIRS & MAINTENANC	INSTALL CAMBER KIT/ALIGNME			482.34	6,391.32	35,000.00
5702	828	WARRAN AUTOMOTIVE INC	23794	12/02/2021	781.53			
	001-200-637	REPAIRS & MAINTENANC	REMOVE/REPALCE UPPER CONTR			781.53	7,172.85	35,000.00
5703	2015	WAYNE JOHN GIRTON	NOV 2021	12/02/2021	150.00			
	001-000-330	COURT FINES & FEES	BOND REFUND			150.00		
	TOTAL >>>				257,366.88			
						257,366.88		

DOCKET NUMBER	VENDOR	INVOICE NUMBER	INVOICE DATE	INVOICE AMOUNT	APPRD/DISAPPRD	YTD SPENT	BUDGET
		001-000-000			128,094.80		
		400-000-000			82,730.98		
		313-000-000			32,153.39		
		601-000-000			5,943.66		
		200-000-000			7,021.88		
		099-000-000			947.17		
		101-000-000			475.00		
TOTAL DOCKET >>				859,775.54	859,775.54		

10. Motion to accept a proposal and agreement submitted by Jason J. Chiniche, Engineer to provide Engineering Services for the 2021/2022 Master Drainage Plan at a cost not to exceed $115,000.00, and authorize the Mayor's signature thereon.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

Prepared by

EJCDC®
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Issued and Published Jointly by

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AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of [ ] ("Effective Date") between

[City of Waveland, MS] ("Owner") and

[James J. Chiniche, PA Inc. (dba as Chiniche Engineering and Surveying)] ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

[2022 Master Drainage Plan]

("Project").

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows: [planning, hydraulic modeling, preparation of mitigation and capital improvements projects, etc.]

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A and scope of work included at the end of this contract.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

A. Owner shall have the responsibilities set forth herein and in Exhibit B.

B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.

C. Owner shall be responsible for all requirements and instructions that 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. 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 applicable to the furnished items.

D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:

1. any development that affects the scope or time of performance of Engineer's services;

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2. the presence at the Site of any Constituent of Concern; or

3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 *Time for Completion*

A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.

B. If, through no fault of Engineer, such periods of time or dates 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.

C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.

E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.

B. *Failure to Pay*: If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:

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1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and

2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.

D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit*

A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.

5.03 *Opinions of Total Project Costs*

A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

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ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. *Compliance with Laws and Regulations, and Policies and Procedures:*

1. Engineer and Owner shall comply with applicable Laws and Regulations.

2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:

   a. changes after the Effective Date to Laws and Regulations;

   b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;

   c. changes after the Effective Date to Owner-provided written policies or procedures.

F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make

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resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.

G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.

H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.

J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.

K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

L. Engineer's services do not include providing legal advice or representation.

M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application

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and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.

B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.

C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

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B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.

C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.

B. Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.

C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.

D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.

E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.

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G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

A. *Suspension:*

1. *By Owner*: Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.

2. *By Engineer*: Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

B. *Termination*: The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

b. by Engineer:

1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same,

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then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.

C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. *Payments Upon Termination:*

1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.

2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.07 *Controlling Law*

A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

[Note to User: If necessary, modify this provision to identify a specific controlling jurisdiction if other than the state where the Project is located; if multiple states are involved; or to identify controlling jurisdictions other than a state, such as a U.S. territory, commonwealth, or tribal jurisdiction/domestic dependent nation.]

6.08 *Successors, Assigns, and Beneficiaries*

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this

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Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.

2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.

B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.

B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.

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E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.

F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Indemnification and Mutual Waiver*

A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**

B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations **and to the extent (if any) required in Exhibit I, "Limitations of Liability."**

C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.

E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the

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other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

6.12 *Records Retention*

A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement 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.

D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

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ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:

1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.

3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.

4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.

5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.

6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.

7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance,

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resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.

10. *Construction Contract Documents*—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract.

11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.

13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.

16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.

17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

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19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.

20. *Engineer*—The individual or entity named as such in this Agreement.

21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.

22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.

24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.

25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.

26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.

27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.

28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

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30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.

36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day*:

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1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

A. Exhibit A, Engineer's Services.

B. Exhibit B, Owner's Responsibilities.

C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.

D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.

E. Exhibit E, Notice of Acceptability of Work.

F. Exhibit F, Construction Cost Limit.

G. Exhibit G, Insurance.

H. Exhibit H, Dispute Resolution.

I. Exhibit I, Limitations of Liability.

J. Exhibit J, Special Provisions.

K. Exhibit K, Amendment to Owner-Engineer Agreement.

[NOTE TO USER: If an exhibit is not to be included in the specific agreement, indicate "not used " after that exhibit in the list above.]

8.02 *Total Agreement*

A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives*

A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

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8.04 *Engineer's Certifications*

A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:

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 selection process or in the Agreement execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;

3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: [City of Waveland, MS]

By: _____

Print name: [Mayor Mike Smith]

Title: [Mayor]

Date Signed: [ ]

Address for Owner's receipt of notices:

[301 Coleman Ave
Waveland, MS 39576]

Designated Representative (Paragraph 8.03.A):

[ ]

Title: [ ]

Phone Number: [ ]

E-Mail Address: [ ]

Engineer: [James J. Chiniche, PA Inc. (dba as Chiniche Engineering and Surveying)]

By: Jason Chiniche, P.E.

Print name: [Jason Chiniche, PE]

Title: [Owner]

Date Signed: [12.1.2021

Engineer License or Firm's Certificate No. (if required):

[19732]

State of: [MS]

Address for Engineer's receipt of notices:

[407 HWY 90
Bay St. Louis, MS 39520]

Designated Representative (Paragraph 8.03.A):

[Jason Chiniche, PE]

Title: [Owner]

Phone Number: [228-467-6755]

E-Mail Address: [jason@jjc-eng.com]

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This is **EXHIBIT A**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ ].

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Scope of Work

A See attached Scope of Work for detailed breakdown of services to be provided.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.

3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.

4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.

5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.

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6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.

7. Undertaking investigations and studies including, but not limited to:

   a. detailed consideration of operations, maintenance, and overhead expenses;

   b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;

   c. preparation of appraisals;

   d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;

   e. detailed quantity surveys of materials, equipment, and labor; and

   f. audits or inventories required in connection with construction performed or furnished by Owner.

8. Furnishing services of Consultants for other than Basic Services.

9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.

10. Providing the following services:

    a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.

    b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.

11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).

12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.

13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.

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14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.

15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.

16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.

17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.

18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.

19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.

20. Preparation of operation, maintenance, and staffing manuals.

21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).

22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.

23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.

24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.

25. Overtime work requiring higher than regular rates.

26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.

27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.

28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).

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29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 *Additional Services Not Requiring Owner's Written Authorization*

A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.

1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.

2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.

3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.

5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.

6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.

7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.

8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

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This is **EXHIBIT B**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ ].

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.

B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.

C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.

D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:

1. Property descriptions.

2. Zoning, deed, and other land use restrictions.

3. Utility and topographic mapping and surveys.

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4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.

5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.

6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.

7. Data or consultations as required for the Project but not otherwise identified in this Agreement.

E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.

F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:

1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.

2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.

3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.

G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.

H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.

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J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.

L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.

M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.

O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.

P. Place and pay for advertisement for Bids in appropriate publications.

Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.

R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.

S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.

T. Perform or provide the following: [ ] ***[List any other Owner responsibilities here.]***

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This is **EXHIBIT C**, consisting of [ ] pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated [ ].

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-1: Basic Services – Lump Sum

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 *Compensation for Basic Services (other than Resident Project Representative) – Lump Sum Method of Payment*

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer's Resident Project Representative, if any, as follows:

1. A Lump Sum amount of $[115,000.00] based on the following estimated distribution of compensation:

   a. Study and Report Phase $[115,000.00]

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

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

4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period.

B. *Period of Service:* The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding [6] months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

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This is **EXHIBIT C**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ ].

This is **Appendix 1 to EXHIBIT C**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ ].

Standard Hourly Rates Schedule

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

2. The Standard Hourly Rates apply only as specified in Article C2. See attached Rate Sheet.

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This is **EXHIBIT G**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ ].

Insurance

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

G6.05 *Insurance*

A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By Engineer:

a. Workers' Compensation: Statutory

b. Employer's Liability --

1) Bodily injury, each accident: $[1,000,000]
2) Bodily injury by disease, each employee: $[1,000,000]
3) Bodily injury/disease, aggregate: $[1,000,000]

c. General Liability --

1) Each Occurrence (Bodily Injury and Property Damage): $[2,000,000]
2) General Aggregate: $[4,000,000]

d. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):

$[1,000,000]

e. Professional Liability –

1) Each Claim Made $[1,000,000]
2) Annual Aggregate $[2,000,000]

2. By Owner:

a. Workers' Compensation: Statutory

b. Employer's Liability --

1) Bodily injury, Each Accident $[ ]
2) Bodily injury by Disease, Each Employee $[ ]
3) Bodily injury/Disease, Aggregate $[ ]

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c. General Liability --

1) General Aggregate: $[ ]
2) Each Occurrence (Bodily Injury and Property Damage): $[ ]

d. Excess Umbrella Liability

1) Per Occurrence: $[ ]
2) General Aggregate: $[ ]

e. Automobile Liability – Combined Single Limit (Bodily Injury and Property Damage):

$[ ]

f. Other (specify): $[ ]

B. *Additional Insureds:*

1. The following individuals or entities are to be listed on Owner's general liability policies of insurance as additional insureds:

a. [James J. Chiniche, PA Inc (dba Chiniche Engineering and Surveying)]
Engineer

b. [Garver, LLC]
Engineer's Consultant

2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.

3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.

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This is **EXHIBIT H**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ ].

Dispute Resolution

Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

H6.08 *Dispute Resolution*

A. *Mediation*: Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by ***[here insert name of mediator, or mediation service]***. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

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This is **EXHIBIT I**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ ].

Limitations of Liability

Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

A. *Limitation of Engineer's Liability*

1. *Engineer's Liability Limited to Amount of Engineer's Compensation:* To the fullest extent permitted byLaws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants shall not exceed the total compensation received by Engineer under this Agreement.

B. *Indemnification by Owner*: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.

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This is **EXHIBIT K**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [ ].

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement:

Owner:

Engineer:

Project:

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

_____ Additional Services to be performed by Engineer

_____ Modifications to services of Engineer

_____ Modifications to responsibilities of Owner

_____ Modifications of payment to Engineer

_____ Modifications to time(s) for rendering services

_____ Modifications to other terms and conditions of the Agreement

Description of Modifications:

Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.

Agreement Summary:

Original agreement amount:	$_____
Net change for prior amendments:	$_____
This amendment amount:	$_____
Adjusted Agreement amount:	$_____

Change in time for services (days or date, as applicable): _____

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The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:	ENGINEER:
By: _____	By: _____
Print name: _____	Print name: _____
Title: _____	Title: _____
Date Signed: _____	Date Signed: _____

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CITY OF WAVELAND

2022 MASTER DRAINAGE PLAN

SCOPE OF WORK, PHASE 1 – PLANNING, DATA COLLECTION, AND SCREENING ANALYSIS

General

Generally, the scope of services includes developing Phase 1 of a citywide comprehensive Master Drainage Plan (MDP) for stormwater drainage within the City of Waveland, MS (referred to hereinafter as the "City").

Project Approach

The development of the MDP will utilize a phased approach to identify and evaluate the City's localized drainage issues. Phasing of the project will provide an efficient and cost-effective approach to focus the MDP on the City's most critical flooding areas to allocate and prioritize resources and funds strategically.

Phase 1 includes project planning, data collection, public outreach, within the corporate boundaries of the City. Phase 1 will identify where potential drainage issues and flood-prone areas exist within the City. It will also focus the remaining project efforts on specific areas of the city to determine potential approaches to resolve flooding issues.

At the completion of Phase 1, a detailed scope of work and fee estimate for Phase 2 will be provided to the City as an amendment to the Agreement for Professional Services. The same approach will be taken for Phase 3 upon completion of Phase 2.

General Study Assumptions

The following assumptions will guide the study effort and development of the MDP.

- The 2009 Master Drainage Plan was limited to major/primary drainage facilities and does not address localized conditions outside of the primary drainage system. The purpose of the proposed MDP is to identify and address deficiencies in the secondary or local drainage facilities. The 2009 Master Drainage Plan will be utilized as a guide and expanded upon for this study effort.
- The City will provide Engineer a list of known drainage structures with flooding problems and localized flooding problems within the study area.
- The City will provide Engineer with all available construction plan information regarding bridges, culverts, storm sewer pipes, and channels within the study area.
- The City will provide a digital base map and appropriate digital files for use by Engineer.
- General topographic information in the study area will be obtained from existing City topographic information if it is determined to be more detailed or more recent than publicly available LiDAR. Topographic information provided by the City will be assumed to accurate. Topographic information for the study will be obtained from a combination of field survey, City topography, and LiDAR elevation data.

PHASE 1 – PLANNING, DATA COLLECTION, AND SCREENING LEVEL ANALYSES

1. Data Collection and Assimilation

Engineer will gather publicly available data and assimilate City-furnished data to support the project. Publicly available data anticipated for the project will include, but not be limited to, LiDAR topographic data, aerial photographs, Federal Emergency Management Agency (FEMA) Flood Insurance Study and technical support data, GIS data, SSURGO soils data, and Atlas 14 precipitation data.

City-furnished data will include, but not be limited to, copies of previous drainage studies including the 2009 Master Drainage Plan, digital (electronic) files from previous drainage studies, hydrologic and hydraulic models, local drainage reports or studies, GIS data, storm drainage facilities inventory, available field survey data, design and development ordinances, planning and zoning data, as-built construction plans, ongoing construction projects and plans, operation and maintenance plans, information related to flooding problems and flood prone areas, and other pertinent data to support the project.

2. Public Outreach

Engineer will develop a web-based flooding/drainage issue portal for public input. The portal will provide input options such as user name, phone number, email address, physical address, date of occurrence, and predetermined list of drainage issue types. The portal will allow users to place a digital pin to denote the location of the issue on a map, and allow users to upload photos associated with the issue. User reports can be public or private, depending on the City's requirements.

Engineer will evaluate and review the comments received from the portal. The information will be compiled and used to assist in determining the potential problem areas, severity, and frequency of issues observed by the public.

3. Drainage Area and Planning Work Map

If the digital GIS files from the 2009 Master Drainage Plan are not available and cannot be provided by the City, the information contained within the printed copy of the 2009 report will be used to the extent possible to generate GIS layers to graphically display the watersheds and existing facilities inventory identified by USACE as well as the primary drainage facility improvements recommended by USACE. The information will be overlaid with the City's current planning and zoning data, and the FEMA National Flood Hazard Layer (NFHL) data. This information will be used as base map information for the MDP.

Engineer will compile a list of localized drainage problem area "hot spots" identified based on the data collected in the previous task. Local flood and drainage issues will be identified using the best available existing information, local and riverine drainage complaints, future and potential build out and City known areas of flooding.

4. Project Workshop and Kickoff Meeting

The following tasks will be completed to acquaint the City with the project scope and define a format for the study as well as familiarize Engineer with the City's concerns, current issues, and long-term objectives and desired outcomes of this study.

4.1. Project Workshop

Engineer will conduct an in-person project workshop with City staff at the beginning of the project. The workshop will facilitate understanding of the City's concerns for drainage issues, identify locations where drainage issues currently exist, and provide City staff with an explanation of how the project will be conducted and approaches to solving drainage-related problems. The meeting will be used to determine what recommendations and improvements have been implemented by the City from the 2009 Master Drainage Plan, and to allow Engineer to gain an understanding of the City's current maintenance program, current construction projects, and current engineering studies or project designs. The workshop will be conducted over one weekday. Additional meetings, if needed, can be provided as additional services.

4.2. Review City of Waveland 2009 Master Drainage Plan

Engineer will review and become familiar with the City of Waveland's Master Drainage Plan prepared by the US Army Corps of Engineers (USACE), Mobile District, dated December 2009. The purpose of this 2009 report was to identify major deficiencies in the primary storm water drainage system and to develop a plan for constructing a system of primary drainage within the study area. This report was limited to major drainage facilities and did not address localized conditions outside the primary drainage channels. The watershed areas and hydrologic data determined in the study will be reviewed only for general agreement and not verified in detail. The City shall provide the digital Geographic Information System (GIS) files and other appropriate information for the areas within the study.

4.3. Review Development Trends

Initially, Engineer will review the development trends within the City to better understand future drainage related concerns. The City shall provide a planning and zoning map or other appropriate information, such as a master transportation plan, for the study limits in an appropriate GIS format. Engineer will meet with the City engineering and planning departments to discuss and agree upon development trends to decide appropriate development and drainage parameters in the study area. Up to two meetings with appropriate City staff are allotted to accomplish this task. One (1) in-person and one (1) virtual meeting is proposed.

5. Site Visit and Survey

5.1. Site Visit

Engineer will conduct a site visits with City staff members to visually inspection existing parts of the study area. Pertinent structures will be photographed and documented for use in meeting with City staff. Where appropriate, the photographs will be included in the final report to the City.

6.0 Progress Meeting with City Staff

Work effort for this task includes the attendance of Engineer staff at meeting with various City departments. For this scope, the Public Works Director is assumed to be the managing entity for this contract.

Meetings will be held approximately every other month between Engineer management staff, City project management and City senior staff for information transfer and project tracking. A maximum of three (3) of these meetings will be held with City Project Management Staff. One (1) meeting is proposed as in-person and the remaining meetings will be virtual.

7.0 Project Deliverables

The following will be submitted to the City, or others as indicated, by Engineer:

A. Brief Technical Memorandum
B. Digital Project Base Map of drainage issues.
C. Fee estimate for Phase 2 of the MDP
D. Schedule – Phase 1 completion approximately 3 months from Notice to Proceed.

SCOPE OF WORK, PHASE 2 – EXISTING CONDITIONS DRAINAGE MODEL

Upon authorization of the City and execution of the Form of Amendment (Supplemental Agreement), Phase 2 shall be included in the Agreement for Professional Services. The following tasks provided for general informational purposes only. Phase 2 will include the detailed hydrologic and hydraulic analyses to determine the current existing conditions and support development of the final Phase 3 mitigation and Capital Improvements Plan. Upon completion of Phase 1, a more detailed scope of work and fee shall be submitted to the City.

8.0 Drainage Study Analyses of Existing Conditions

Local flooding and drainage issues were briefly discussed in the 2009 Master Drainage Plan, but the study was limited to major or primary drainage facilities. The local flooding issues were considered as secondary facilities or local issues and were not specifically addressed. Engineer will perform a drainage study to determine localized drainage problem area or "hot spots".

8.1 Drainage Study Screening

If available and provided to Engineer for use in the study, Engineer will determine if existing hydrologic and hydraulic model(s) can be utilized for the analysis of localized conditions outside of the primary drainage facilities. Existing models, provided in digital format, will be used to the extent possible, provided the models are easily updated, based on current conditions, and Engineer has software capability of utilizing the digital format.

Engineer will prioritize areas for fully detailed or limited-detailed study based on the information discovered as part of the data collection and assimilation task. The screening will also consider the severity/frequency of existing localized drainage or flooding problems not included as part of the major drainage facility improvements recommended in the 2009 Master Drainage plan. Future development areas and types such as residential, industrial, and commercial areas will also be considered. This task will consider drainage patterns and topography to determine whether traditional open channel hydraulic modeling such as one-dimensional (1D) steady flow modeling is appropriate, advanced techniques such as 1D unsteady flow modeling or two-dimensional (2D) rain-on-mesh modeling are needed, or if storm sewer modeling is required for urban subsurface collection systems.

8.2 Hydrologic and Hydraulic Analysis of Existing (Pre-project) Conditions

E. Hydrologic Analysis

If the hydrologic analysis developed for the 2009 Master Drainage Plan is available, the information will be used to the extent possible. If the technical data from the 2009 plan cannot be provided by the City, Engineer will develop existing conditions and, where applicable, ultimate build-out conditions hydrologic analyses using generally accepted engineering methods to estimate peak discharges for each watershed and respective outfall tributary for the study area. Engineer will utilize the NOAA Atlas 14 Point Precipitation website to obtain

rainfall depth or rainfall intensity specific to the study area. Unless otherwise directed by the City and mutually agreed by upon Engineer during the project workshop, estimated discharges for the 5-year, 12-hour storm as per the 2009 Master Drainage Plan, and the 25-year, 24-hour storm in accordance with the Subdivision Ordinance of the City of Waveland will be computed for the study. For undeveloped areas where future development may be applicable, discharges for ultimate build-out conditions may be estimated. Evaluation of additional frequency and duration storm events may be provided as additional services.

F. Hydraulic Screening Analysis

Engineer will utilize available data to develop screening-level hydraulic computer models to evaluate and analyze the secondary facilities or local flooding and drainage problems discussed with the city and previously described in the 2009 Master Drainage Plan. The models will be used to identify drainage problems such as street flooding, subdivision (lot) flooding, roadway overtopping, and possible building inundation. The hydraulic analyses will evaluate surface water issues and not subsurface issues. If it is determined during the drainage study screening that a subsurface storm sewer system model is needed, Engineer will advise the City and these models will be developed as additional services.

i. HY-8 will be used to analyze and size single culvert crossings that are not affected by other structures within a stream reach. This modeling approach may also be used to determine boundary conditions for other model applications.

ii. HEC-RAS two-dimensional (2D) rain-on-mesh hydraulic models will be developed within the corporate boundary for preliminary screening purposes. 2D hydraulic models will aid in the determination of drainage patterns within extremely flat terrain and where existing channels or ditches are not identifiable, and the direction of stormwater runoff is not readily apparent. The following three general 2D hydraulic model areas are anticipated: (1) between Beach Blvd and the CSX Railroad, (2) between the CSX Railroad and US Hwy 90, and (3) between Hwy 43/603 and US Hwy 90. The 2D hydraulic model of the area between Beach Blvd and the CSX Railroad will exclude the westernmost limits in the vicinity of Grand Bayou and Buccaneer State Park due to jurisdictional limits. These models will be developed using a rain-on-mesh 2D hydraulic analysis and will be considered as a qualitative, rapid assessment approach to estimate drainage patterns (flow directions), water depths, and potential flood prone areas for the 5- and 25-year recurrence intervals. The rapid assessment will focus on surface water runoff and will not include peak water surface elevations or detailed modeling of initial conditions. The model will be used to identify local flood prone areas and will not include storm pipes, existing driveway or roadway culverts, sub-surface drainage systems, or other drainage infrastructure.

For rain-on-mesh assessments, a simplified HEC-HMS model for the study area will be developed to calculate excess precipitation (runoff) for the 2D hydraulic models. Excess precipitation will be estimated for the 5-year and 25-year recurrence intervals.

G. Analysis Review Meeting

Upon completing the screening hydraulic analyses to identify the existing local drainage problems, Engineer will coordinate with the City to schedule a meeting to review the findings from this task. The purposes of the meeting are to discuss the modeling approach, assumptions, results, and outcomes of the analysis. Possible mitigation solutions will be presented to the City for consideration, and the City

will be provided an opportunity to provide input regarding the preferred mitigation approach prior to proceeding with any subsequent tasks.

9.0 Progress Meeting with City Staff

Work effort for this task includes the attendance of Engineer staff at meeting with various City departments. For this scope, the Public Works Director is assumed to be the managing entity for this contract.

Meetings will be held approximately every other month between Engineer management staff, City project management and City senior staff for information transfer and project tracking. A maximum of three (3) of these meetings will be held with City Project Management Staff. One (1) meeting is proposed as in-person and the remaining meetings will be virtual.

10.0 Project Deliverables

The following will be submitted to the City, or others as indicated, by Engineer:

A. Brief Technical Memorandum, including modeling methods and findings of Phase 2.
B. Digital Project Base Map of drainage issues.
C. Model outputs indicating areas of concern
D. Fee estimate for Phase 3 of the MDP
E. Schedule – Phase 2 completion approximately 2 months from Notice to Proceed (to be determined based on approved Scope of Work).

SCOPE OF WORK, PHASE 3 – DETAILED ANALSYES AND PRELIM. DESIGN DEVELOPMENT

Upon authorization of the City and execution of the Form of Amendment (Supplemental Agreement), Phase 3 shall be included in the Agreement for Professional Services. The following tasks provided for general informational purposes only. Phase 3 will include the detailed hydrologic and hydraulic analyses to develop mitigation solutions to issues identified in Phase 2 and the development of Capital Improvement Drainage Plan. Upon completion of Phase 2, a more detailed scope of work and fee shall be submitted to the City.

11.0 Analysis of Local Drainage Mitigation Solutions

Engineer will conduct a hydrologic and hydraulic analyses utilizing the models developed in Phase 1 to develop conceptual level local flood mitigation solutions. If necessary, updates may include the use of more advanced modeling techniques such as unsteady 1D or 2D hydraulic modeling for complex drainage areas. Unless directed otherwise by the City, conceptual drainage mitigation solutions will be evaluated for drainage issues identified in Phase 2 of the project. Flood mitigation measures may include the following structural and non-structural measures as independent or combination solutions:

i. Structural Measures
   a. Roadside ditch and road crossing improvements
   b. Channel improvements
   c. Detention and retention area improvements
   d. Storm drainage system improvements. Analysis of storm drainage system(s) will be considered as additional services.

ii. Non-Structural Measures
   a. Identify flood areas and depths
   b. Require new structures to be elevated
   c. Structure buyout in flood-prone areas

The scope of work for each of the issues identified for the study includes hydrologic and hydraulic modeling to identify one (1) conceptual mitigation solution unless otherwise requested by the City The conceptual mitigation solution will include basic information such as pipe sizes, channel/roadside ditch sizes, locations and orientations, typical details, and schematic level exhibits to illustrate the solution. This information will not include detailed level construction plans or contract documents.

12.0 Capital Improvement Drainage Plan

With the completion of the preceding tasks, information relating to the localized drainage issues, overall watershed drainage systems, and potential conceptual mitigation solutions will be available. Engineer will use this information to develop a Capital Improvement Drainage Plan for the City. The following tasks will be performed to aid in the development of CIDP.

12.1 Opinion of Probable Costs

An opinion of probable cost (OPC) will be developed for each conceptual drainage mitigation solution. Estimated quantities will be determined for major items of work determined for the improvements. Quantities will not be determined for incidental items of work. Historical unit cost for similar types of projects will be used to estimate the cost of the improvements. The OPC will be used for ranking and prioritization of projects and will not be representative of the actual overall project cost since these estimates will be developed based on conceptual level information. The City understands that the cost estimates developed by Engineer do not establish a limit for the construction contract amount. No warrantees are made or implied as to the accuracy of the actual project cost due to the limited amount of design used to develop this information.

12.2 Ranking and Prioritization of Projects

Using a systematic process, Engineer will provide a priority ranking of each proposed improvement project so the City will know which projects and watershed improvements should be completed first to achieve the desired recommended results. Since cost is not the only factor that can be used to prioritize needed drainage improvements, Engineer will use a project priority matrix that includes various criteria for assessing the overall project ranking. Criteria used to prioritize the projects will be developed in cooperation with the City's staff to determine the applicable factors that are import to the City and weights for each category. The evaluation criteria may include project cost, public safety, economic impacts, environmental impacts, structures benefitted, and project timing among others. Each of the selected criteria will have a description and scoring value. A Benefit-Cost Analysis will not be included.

A meeting will be scheduled with the City's staff to review the conceptual mitigation solutions, opinion of probable costs, and to determine the appropriate criteria to use for prioritizing the project.

12.3 Preparation of Project Base Map and Digital Data

A digital map of the improvement locations will be prepared with a GIS software, but maps can be distributed in a portable document format (PDF) file for reproduction and viewing in Adobe Acrobat or other similar software. The digital data will include the information used in the development of the drainage study analyses, CIDP and MDP.

13.0 Progress Meeting with City Staff

Work effort for this task includes the attendance of Engineer staff at meeting with various City departments. For this scope, the Public Works Director is assumed to be the managing entity for this contract.

Meetings will be held approximately every other month between Engineer management staff, City project management and City senior staff for information transfer and project tracking. A maximum of three (3) of these meetings will be held with City Project Management Staff. One (1) meeting is proposed as in-person and the remaining meetings will be virtual.

14.0 Preparation of Draft Report

The various components of the study will be compiled into a cohesive report structure and will be submitted to City staff for review and comments. The draft report will include a narrative to describe the tasks listed above, the drainage study analyses, findings, recommendations, and CIP documentation.

Engineer will work with City staff to define the format of the final report. The recommendations on the format will be developed and coordinated with City staff for approval.

15.0 Preparation of Final Report & Preliminary Design Schematics

Using the results of the description above, and incorporating the City's comments regarding the draft report, the final report will be prepared and submitted to the City for approval. Preliminary Design Schematics will be provided as part of the Final Report for the top prioritized projects. These schematics will allow the City to begin searching for funding and coordinating with Regulatory Agencies on permitting requirements and property acquisition, as needed.

16.0 Project Deliverables

The following will be submitted to the City, or others as indicated, by Engineer:

A. 6 hard copies of the Draft Report.
B. 6 hard copies of the Final Report.
C. Digital Project Base Map and Database.
D. Electronic files as requested.
E. Schedule – Phase 3 completion approximately 8 months from Notice to Proceed (to be determined based on approved Scope of Work).

Extra Work

The following items are not included under this agreement but will be considered as extra work:

A. City and/or Owner requested changes or modifications after achievement of the agreed upon milestone(s), alternate direction or approval shall entitle Engineer to an equitable adjustment in cost and/or schedule in accordance with Section 4.1 of the Contract.
B. Submittals or deliverables in addition to those listed herein.
C. Geotechnical Investigations and Reports.
D. Construction documents for the design of any proposed improvement
E. Design of any utility relocations.
F. Preparation of a Storm Water Pollution Prevention Plan (SWPPP). The construction contract documents will require the Contractor to prepare, maintain, and submit a SWPPP to DEQ.
G. Preliminary and Final Design.
H. Property Acquisition Documents.
I. Bidding and Construction Phase Services.
J. Construction materials testing.
K. Environmental Services, Permitting, Handling, and Documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items.
L. Coordination with FEMA and preparation/submittal of a CLOMR and/or LOMR.

M. Topographic and boundary field surveys.
N. Underground storm sewer system modeling;
O. Analyses of additional mitigation solutions beyond the number specified; and
P. Additional meeting beyond those specified.

Extra Work will be as directed by the City in writing for an addition fee as agreed upon by the City and Engineer.

James J. Chiniche, P.A. Inc.

(dba Chiniche Engineering and Surveying)

Hourly Rate Schedule

Principal Engineer	$162.00
Professional Engineer/Project Manager(16 years plus experience)	$145.00
Professional Engineer/Project Manager (6 – 15 years experience)	$125.00
Professional Engineer/Project Manager(0 – 5 years experience)	$105.00
Engineer Intern	$ 95.00
Resident Project Representative	$ 85.00
Design Technician	$ 85.00
CAD Drafter	$ 75.00
Professional Land Surveyor	$120.00
Two man Field Crew	$175.00
Aerial Mapping Crew	$135.00
Hydrographic Crew	$145.00
Specifications Technician	$ 60.00
Clerical	$ 50.00

11. Motion to approve a proposal from Lombardo Ind. to provide a onetime cut of city-maintained rights-of-way in the amount of $24,622.00.

Lombardo Industries LLC
P.O. Box 3046
Bay Saint Louis, Ms 39521
(504)-610-1745
Steve@LombardoIndustriesLLC.com
http://www.LombardoIndustriesLLC.com

Estimate 1138

ADDRESS
Coleman Avenue
Waveland, Ms 39576

DATE	TOTAL
11/19/2021	**$24,622.00**

SERVICE	QTY	RATE	AMOUNT
Provide grass cutting services for the City of Waveland. To include: - All city maintained ROW's - NOT TO INCLUDE CITY OWNED BUILDINGS OR PARKS	1	24,622.00	24,622.00

TOTAL $24,622.00

THANK YOU.

Accepted By

Accepted Date