



**Minutes**  
**Bay Saint Louis**  
**City Council Meeting**  
**2nd Regular Meeting**  
**October 16, 2018**  
**5:30 p.m.**

**Call to Order**

Attendee Name	Title	Status	Arrived
Jeffery Reed	Councilman Ward 3, President	Present	
Doug Seal	Councilman Ward 1	Present	
Gene Hoffman	Councilman Ward 2	Present	
Larry Smith	Councilman Ward 4	Present	
Buddy Zimmerman	Councilman Ward 5	Present	
Josh DeSalvo	Councilman Ward 6	Present	
Gary Knoblock	Councilman At Large	Present	

- a) The Invocation and Pledge were led by Council Member Reed

**Guests**

- A) Libby Garcia - Renting the Garden Center

**RESULT: NO ACTION TAKEN- FINAL**

- B) Gulf Coast Center for Nonviolence - Proclamation Domestic Violence Awareness Month

Mayor Favre presented Katie Fulner, with Gulf Coast Center for Non Violence, with a Proclamation to proclaim October 2018 as Domestic Violence Awareness Month. (Exhibit "A")

Katie Fulner spoke about domestic violence and the center. Ms. Fulner and thanked the City of Bay Saint Louis for proclaiming October as Domestic Violence Awareness Month.

**RESULT: NO ACTION TAKEN- FINAL**

Proclamation for Gulf Coast Center for Non Violence

- C) Nikki Moon - Proclamation declaring the third week in October as Chamber of Commerce Week in Mississippi

Mayor Favre, presented Nicki Moon, Hancock County Chamber of Commerce, with a Proclamation, joined with the Hancock County Board of Supervisors and Governor Phil Bryant, to proclaim the third week in October 2018 as "Chamber of Commerce Week" in Mississippi and Hancock County, and the third Wednesday in October as "National Support Your Local Chamber of Commerce Day" in Mississippi, Bay Saint Louis and Hancock County. (Exhibit "B")

Nicki Moon spoke about promoting chambers throughout the country.

Regan Kane spoke about one of the volunteer led projects of the Hancock County Chamber of Commerce.

**RESULT: NO ACTION TAKEN- FINAL**

**Consent Agenda**

Motion to approve the Consent Agenda, including all of the following items with the removal of item f), Municipal Compliance Questionnaire, for discussion. (Exhibit "C")

**RESULT:** APPROVED [UNANIMOUS]  
**MOVER:** Doug Seal, Councilman Ward 1  
**SECONDER:** Gene Hoffman, Councilman Ward 2  
**AYES:** Reed, Seal, Hoffman, Smith, Zimmerman, DeSalvo, Knoblock

- A) Certification Letter dated October 16, 2018
- B) Cash Balances dated October 12, 2018
- C) Payroll dated October 12, 2018
- D) Spread Revenue and Expense Report dated 09-30-18 on Minutes
- E) Spread Executed Agreement between Owner and Engineer for Professional Services approved September 18, 2018

**Municipal Compliance Questionnaire**

- A) Spread Municipal Compliance Questionnaire on Minutes

Motion to spread the Municipal Compliance Questionnaire on the Minutes for Fiscal Year 2017/2018. (Exhibit "D")

**RESULT:** APPROVED [UNANIMOUS]  
**MOVER:** Doug Seal, Councilman Ward 1  
**SECONDER:** Buddy Zimmerman, Councilman Ward 5  
**AYES:** Reed, Seal, Hoffman, Smith, Zimmerman, DeSalvo, Knoblock

**City Clerk/Comptroller's Report**

- A) Payroll dated October 12, 2018 (individual)

Council Member Zimmerman left the meeting.

Motion to approve the Bay Saint Louis Payroll dated October 12, 2018, for an individual, in the amount of \$2,005.75. (Exhibit "E")

Council Member Zimmerman returned to the meeting.

<b>RESULT:</b>	<b>APPROVED [6 TO 0]</b>
<b>MOVER:</b>	Doug Seal, Councilman Ward 1
<b>SECONDER:</b>	Larry Smith, Councilman Ward 4
<b>AYES:</b>	Reed, Seal, Hoffman, Smith, DeSalvo, Knoblock
<b>AWAY:</b>	Buddy Zimmerman

- B) Motion to approve the Docket of Claims #18-035 dated 10-16-18

Motion to approve the Docket of Claims #18-035 dated October 16, 2018, in the amount of \$475,615.56. (Exhibit "F")

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Gene Hoffman, Councilman Ward 2
<b>SECONDER:</b>	Larry Smith, Councilman Ward 4
<b>AYES:</b>	Reed, Seal, Hoffman, Smith, Zimmerman, DeSalvo, Knoblock

- C) Motion to approve the Final Budget Amendments for the 2017/2018 Budget Year

<b>RESULT:</b>	<b>NO ACTION TAKEN</b>
	<b>Next: 10/23/2018 5:30 PM</b>

- D) Set additional meeting in October (if needed)

The meeting will be recessed to October 23, 2018 at 5:30 p.m.

<b>RESULT:</b>	<b>NO ACTION TAKEN- FINAL</b>
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**Public Forum**

**Rhonda Oliver** - Employee overtime, money for grass cutting and prisoner lunches.

**David Wells** - Public forum.

**Engineer's Report (Exhibit "G")**

- A) Motion to approve Change Order 3

Motion to approve Change Order #3, in the amount of \$3,996.14, for Commercial Electric of Long Beach, Inc. for the Highway 90 Lighting Modification Project which is being funded by the Mississippi Department of Transportation; and to authorize Mayor Favre to execute Change Order #3.

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Doug Seal, Councilman Ward 1
<b>SECONDER:</b>	Gene Hoffman, Councilman Ward 2
<b>AYES:</b>	Reed, Seal, Hoffman, Smith, Zimmerman, DeSalvo, Knoblock

**Council/New/Old Business**

- A) Motion to approve the Northshore Computer Services IT Service Agreement

Motion to approve Northshore Computers Services IT Service Agreement, including the Bay Saint Louis Addendum, effective October 12, 2018 and striking the paragraph referring to payment being due on the 5th of every month. (Exhibit "H")

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Gene Hoffman, Councilman Ward 2
<b>SECONDER:</b>	Larry Smith, Councilman Ward 4
<b>AYES:</b>	Reed, Seal, Hoffman, Smith, Zimmerman, DeSalvo, Knoblock

**Mayor's Report**

- A) Approve street closures on Halloween Evening, October 31, 2018

Motion to approve the street closure for the 300 and 400 blocks of DeMontluzin Street, Jackson Boulevard at Felicity Street, Corinth Drive at Dunbar Avenue, Highland Drive and Spanish Acres on Halloween evening October 31, 2018.

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Larry Smith, Councilman Ward 4
<b>SECONDER:</b>	Gene Hoffman, Councilman Ward 2
<b>AYES:</b>	Reed, Seal, Hoffman, Smith, Zimmerman, DeSalvo, Knoblock

- B) Motion to approve the surplus of Engine 4 and donate the 2000 International to the Fenton Fire Department

Motion to surplus the Bay Saint Louis Fire Department's Engine 4 and donate the 2000 International to the Fenton Fire Department, the truck is out of date and the truck has no use to the City of Bay Saint Louis, pending City Attorney Smith's review and approval. (Exhibit "I")

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Gary Knoblock, Councilman At Large
<b>SECONDER:</b>	Gene Hoffman, Councilman Ward 2
<b>AYES:</b>	Reed, Seal, Hoffman, Smith, Zimmerman, DeSalvo, Knoblock

- C) Motion to approve the sale of FireDex FXR bunker gear to the City of Pass Christian for \$1,796.00

Motion to surplus and approve the sale of FireDex FXR (khaki) bunker gear to the City of Pass Christian for \$1,796.00. (Exhibit "J")

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Buddy Zimmerman, Councilman Ward 5
<b>SECONDER:</b>	Larry Smith, Councilman Ward 4
<b>AYES:</b>	Reed, Seal, Hoffman, Smith, Zimmerman, DeSalvo, Knoblock

- D) Discussion on Rail Station Project

<b>RESULT:</b>	<b>NO ACTION TAKEN- FINAL</b>
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- E) Authorize PowerDms SaaS Software Agreement

Motion to approve the PowerDMS, Inc. Software Service Agreement for the Bay Saint Louis Police Department. (Exhibit "K")

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Gene Hoffman, Buddy Zimmerman
<b>SECONDER:</b>	Gary Knoblock, Councilman At Large
<b>AYES:</b>	Reed, Seal, Hoffman, Smith, Zimmerman, DeSalvo, Knoblock

F) Approve Aaron Oil Waste Oil Pickup Contract

Motion to approve the Aaron Oil Waste Oil Pickup Contract (Generator Agreement) with Aaron Oil Company, Inc. (Exhibit "L")

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Larry Smith, Councilman Ward 4
<b>SECONDER:</b>	Gene Hoffman, Councilman Ward 2
<b>AYES:</b>	Reed, Seal, Hoffman, Smith, Zimmerman, DeSalvo, Knoblock

G) Motion to surplus old Bay Saint Louis Police Department uniforms

Motion to surplus old Bay Saint Louis Police Department uniforms with a zero value, based on fair market value, to be sent to the Springfield Police Department in Florida.

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Gene Hoffman, Councilman Ward 2
<b>SECONDER:</b>	Larry Smith, Councilman Ward 4
<b>AYES:</b>	Reed, Seal, Hoffman, Smith, Zimmerman, DeSalvo, Knoblock

Attorney's Report

A) Alice Moseley Amendment Number 1 to Lease with Exhibit

Motion to approve a Lease with the Alice Moseley Folk Art Museum with the additional lease space for "the kitchen space" being effective January 1, 2019, as recommended by City Attorney Smith. (Exhibit "M")

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Gary Knoblock, Councilman At Large
<b>SECONDER:</b>	Gene Hoffman, Councilman Ward 2
<b>AYES:</b>	Reed, Seal, Hoffman, Smith, Zimmerman, DeSalvo, Knoblock

B) Motion to approve Release and Assignment

Motion to approve the Release and Assignment and authorize Mayor Favre to execute. (Exhibit "N")

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Gene Hoffman, Councilman Ward 2
<b>SECONDER:</b>	Doug Seal, Councilman Ward 1
<b>AYES:</b>	Reed, Seal, Hoffman, Smith, Zimmerman, DeSalvo, Knoblock

Public Forum

**Rhonda Oliver** - Overtime hours, Alice Moseley Museum, parking on sidewalks, grass cutting and demo permit.

**Minutes**

- A) Motion to approve the Minutes of September 18, 2018 Meeting and September 27, 2018 Recessed Meeting

Motion to approve the Minutes for the City Council Meetings for the City Council Meeting of September 18, 2018 and the Recessed Meeting of September 27, 2018.

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Larry Smith, Councilman Ward 4
<b>SECONDER:</b>	Gene Hoffman, Councilman Ward 2
<b>AYES:</b>	Reed, Seal, Hoffman, Smith, Zimmerman, DeSalvo, Knoblock

**Closed/Executive Session (if needed)**

- A) Motion to enter into Closed Session

Motion to enter into Closed Session to determine the need to go into Executive Session.

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Gene Hoffman, Councilman Ward 2
<b>SECONDER:</b>	Larry Smith, Councilman Ward 4
<b>AYES:</b>	Reed, Seal, Hoffman, Smith, Zimmerman, DeSalvo, Knoblock

- B) Motion to enter into Executive Session

Motion to enter into Executive Session to discuss personnel.

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Gene Hoffman, Councilman Ward 2
<b>SECONDER:</b>	Josh DeSalvo, Councilman Ward 6
<b>AYES:</b>	Reed, Seal, Hoffman, Smith, Zimmerman, DeSalvo, Knoblock

- C) Motion to come out of Executive Session

Motion to come out of Executive Session with no action taken.

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Larry Smith, Councilman Ward 4
<b>SECONDER:</b>	Gene Hoffman, Councilman Ward 2
<b>AYES:</b>	Reed, Seal, Hoffman, Smith, Zimmerman, DeSalvo, Knoblock

**Miscellaneous Items (Non action items)**

- B) Payroll Hours Report dated October 12, 2018

<b>RESULT:</b>	<b>NO ACTION TAKEN- FINAL</b>
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- C) Court Report

<b>RESULT:</b>	<b>NO ACTION TAKEN- FINAL</b>
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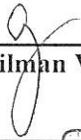
**Recess**

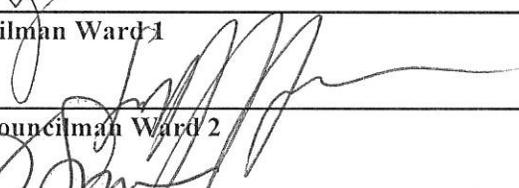
- A) Motion to Recess

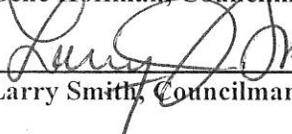
Motion to recess the City Council Meeting to October 23, 2018 at 5:30 p.m.

<b>RESULT:</b>	<b>APPROVED [UNANIMOUS]</b>
<b>MOVER:</b>	Doug Seal, Councilman Ward 1
<b>SECONDER:</b>	Gene Hoffman, Councilman Ward 2
<b>AYES:</b>	Reed, Seal, Hoffman, Smith, Zimmerman, DeSalvo, Knoblock

  
 Jeffrey Reed, Councilman Ward 3, President 11/20/18  
Date

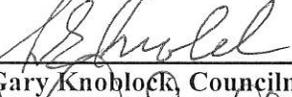
  
 Doug Seal, Councilman Ward 1 11/20/18  
Date

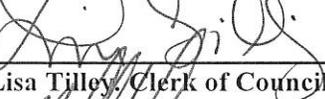
  
 Gene Hoffman, Councilman Ward 2 11/20/18  
Date

  
 Larry Smith, Councilman Ward 4 11/20/18  
Date

Buddy Zimmerman, Councilman Ward 5 Date

  
 Josh DeSalvo, Councilman Ward 6 11/20/18  
Date

  
 Gary Knoblock, Councilman At Large 11/20/2018  
Date

  
 Lisa Tilley, Clerk of Council 11-20-18  
Date

  
 Mike Favre, Mayor 11-21-18  
Date

**BAY SAINT LOUIS**  
A PLACE APART  
**PROCLAMATION**

**RECEIVED**  
NOV 29 2018  
BY: *let City Hall box*  
*mtz*

**WHEREAS:** domestic violence is a public health crisis that can affect anyone – women and men, all ages, orientations, ethnic and religious backgrounds, people in all socioeconomic and educational levels; and

**WHEREAS:** the crime of domestic violence violates the dignity, security, privacy, and safety of members of our community, in the form of physical, emotional, sexual, and financial abuse; and

**WHEREAS:** the Gulf Coast Center for Nonviolence provided emergency shelter and support service for 2,498 victims of violence, and received 15,234 calls to its crisis hotline in 2017, reflecting the severity of this problem within the coastal counties of Mississippi; and

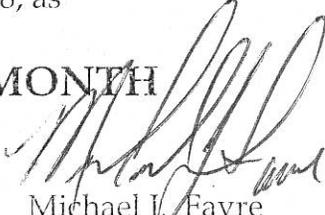
**WHEREAS:** public awareness and effective bystander intervention can help to reduce incidents of domestic violence by providing victims with opportunities to seek assistance and support to safely leave abusive situations; and

**WHEREAS:** advocates, professionals, volunteers, and community members concerned with domestic violence will devote the month of October to raising public awareness of the crisis of domestic violence, its causes, effects, interventions and prevention; and

**WHEREAS:** the Gulf Coast Center for Nonviolence has chosen October 2018 to launch its “1 Thing” campaign, challenging the individuals, organizations, and civic groups of the coast to find “1 Thing” they will commit to do to personally help end interpersonal violence; and

**NOW THEREFORE,** I Mikè Favre, Mayor of the City of Bay St. Louis, Mississippi, along with the City Council, do hereby proclaim the month of October 2018, as

**DOMESTIC VIOLENCE AWARENESS MONTH**

  
Michael J. Favre  
Mayor

CITY COUNCIL

Gary Knoblock, Doug Seal, Gene Hoffman, Jeffrey Reed,  
Larry Smith, Buddy Zimmerman, and Josh DeSalvo

*Exhibit "A"*  
*October 14, 2018*

# BAY SAINT LOUIS

A PLACE APART

## PROCLAMATION

WHEREAS, more than eighty-eight local chambers of commerce in Mississippi distinguish themselves as the voice of business in our state; and

WHEREAS, the Hancock Chamber of Commerce has been a part of this network of business advocates for 93 years; and,

WHEREAS, the work accomplished by the Hancock Chamber of Commerce has benefited our county, cities and the state through their economic development, tourism promotion and community development programs; and

WHEREAS, the Hancock Chamber of Commerce unceasingly promotes our cities and county for quality growth and development; and

WHEREAS, the business community, represented through the Hancock Chamber of Commerce, has been a driving force in fostering enhanced educational opportunities, infrastructure improvements, leadership development, the creation of jobs, and a positive vision of the future; and

WHEREAS, the Hancock Chamber of Commerce has sought to achieve successful results for our county and Coast region in a cooperative spirit with other organizations; and

WHEREAS, the Hancock Chamber of Commerce and their 1,200 member representatives and 10,000 employees provide citizens with a strong business environment that increases employment, retail trade and commerce, and industrial growth to make Hancock County a better place to live and work;

THEREFORE, the Mayor and City Council of the City of Bay St. Louis join with the other cities, the Board of Supervisors and Phil Bryant, Governor of the State of Mississippi, to hereby proclaim the third week in October as CHAMBER OF COMMERCE WEEK in Mississippi and Hancock County and the third Wednesday in October as NATIONAL SUPPORT YOUR LOCAL CHAMBER OF COMMERCE DAY in Mississippi, Bay St. Louis and Hancock County.

THIS 16<sup>th</sup> DAY OF OCTOBER, 2018

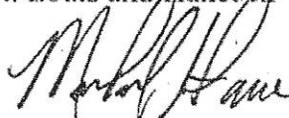
  
Michael J. Favre  
Mayor

Exhibit "B"  
October 16, 2018  
CITY COUNCIL

Gary Knoblock, Doug Seal, Gene Hoffman, Jeffrey Reed,  
Larry Smith, Buddy Zimmerman, and Josh DeSalvo



October 16, 2018

CERTIFICATION

I certify that funds are available and make the recommendation to approve and pay the following claims docket:

- Claims Docket 10/16/2018\_18-035 - \$475,615.56

A handwritten signature in black ink, appearing to read "Sissy Gonzales".

Sissy Gonzales  
City Clerk  
City of Bay St. Louis

Attachment: Certification Letter-revised 10-16-18 (1119 : Certification) dated October 16, 2018)

Exhibit "C"  
October 16, 2018

## CITY OF BAY ST LOUIS

## CASH BALANCES

10/12/2018

<u>FUND</u>	<u>TYPE</u>	<u>DESCRIPTION</u>	<u>Before</u>	<u>Docket</u>	<u>After</u>
001	COMMITTED	GENERAL FUND OPERATING	\$ 346,167.55	\$ 86,047.80	\$ 260,119.75
001	RESTRICTED	MUN FIRE REBATE FUND & 1/4 MILL	\$ 13,567.88		\$ 13,567.88
005	COMMITTED	MUNICIPAL RESERVE FUND	\$ 65,459.72	\$ 4,968.06	\$ 60,491.66
020	COMMITTED	NARCOTICS TASK FORCE ACCT	\$ 5,268.06		\$ 5,268.06
200	COMMITTED & RESTRICTED	DEBT SERVICE ACCOUNT	\$ 29,132.65	\$ 5,472.30	\$ 23,660.35
270	RESTRICTED	2016 ROAD & BRIDGE DEBT SERVICE	\$ 138,013.75		\$ 138,013.75
300	RESTRICTED	DOJ FUNDS	\$ 217,972.36	\$ 17,365.00	\$ 200,607.36
330	RESTRICTED	2016 ROAD CONSTRUCTION BOND	\$ 2,152.73		\$ 2,152.73
350	COMMITTED	COUNTY ROAD & BRIDGE	\$ 122,139.41	\$ 46,065.22	\$ 76,074.19
400	COMMITTED	UTILITY FUND OPERATING	\$ 390,554.83	\$ 252,661.12	\$ 137,893.71
400	COMMITTED	UTILITY CAPITAL AND MAINTENANCE	\$ 591,541.79		\$ 591,541.79
400	RESTRICTED	UTILITY METER DEPOSITS	\$ 376,736.38		\$ 376,736.38
450	COMMITTED	MUNICIPAL HARBOR FUND	\$ 269,808.41	\$ 63,036.06	\$ 206,772.35
450	COMMITTED	MUNICIPAL HARBOR CAPITAL & MAINTENANCE	\$ 65,064.46		\$ 65,064.46
650	RESTRICTED	COMMUNITY HALL ACCOUNT	\$ 35,514.58		\$ 35,514.58
654	RESTRICTED	UNEMPLOYMENT REVOLVING FUND	\$ 45,995.13		\$ 45,995.13
100	RESTRICTED	KATRINA LONG TERM RECOVERY (PEMA)	\$ 145.45		\$ 145.45
115	RESTRICTED	KATRINA SUPPLEMENTAL CDBG ACCOUNT	\$ 10,889.28		\$ 10,889.28
<b>TOTAL ALL FUNDS:</b>			<b>\$ 2,726,124.42</b>	<b>\$ 475,615.56</b>	<b>\$ 2,250,508.86</b>

00\_Council Report\_All minus MBurch

City of Bay St Louis (48853)

Page 2.C.A  
From: 10/12/2018 Through: 10/12/2018

Fund - Code - Current: 1

Department - Name - Current: Council

Fund	Dept	Dept Name	Emp#	Last, First	Rate	Gross	Dental	Life	Health	PKRS	Medi	SS	Totl
1	100	Council	1377	Desalvo, Joshua	8.08	646.16	13.91	4.40	238.10	101.77	9.33	39.88	1,053.4
1	100	Council	1375	Hoffman, Eugene	8.08	646.16	13.91	4.40	238.10	101.77	9.37	40.06	1,053.4
1	100	Council	1374	Knoblock, Gary	8.08	646.16	13.91	4.40	238.10	101.77	7.82	33.42	1,045.4
1	100	Council	1039	Reed, Jeffrey	8.65	692.31	13.91	4.40	238.10	109.04	10.04	42.92	1,110.4
1	100	Council	1038	Seal Jr, Phillip	8.08	646.16		4.40		101.77	9.37	40.06	801.4
1	100	Council	1376	Smith Jr, Larry	8.08	646.16	13.91	4.40	238.10	101.77	9.33	39.88	1,053.4
1	100	Council	1357	Thompson, Caitlin	11.50	924.32	13.91	4.40	238.10	145.58	13.10	56.03	1,395.4
1	100	Council	1326	Tilley, Lisa	17.37	1,435.20	13.91	4.40	238.10	226.04	20.81	88.98	2,027.4
1	100	Council	1147	Zimmerman Jr, William	7.57	605.21	13.91	4.40	238.10	101.80	8.52	36.45	1,008.4

User: sgonzales1[1341]

Run Date: 10/12/2018 Run Time: 11:48 AM

Paylocity Corporation

00\_Council Report\_All minus MBurch

City of Bay St Louis (48853)

From: 10/12/2018 Through: 10/12/2018

Department - Name - Current: Court

Fund	Dept	Dept Name	Emp#	Last, First	Rate	Gross	Dental	Life	Health	PERF	Medi	SS	Totl
1	102	Court	1050	Kihneman, Susan	12.70	338.33	13.91	4.40	238.10	53.29	3.07	13.11	664.4
1	102	Court	1319	Maggio, Stephen	5.77	1,000.00	27.82	8.80	476.20	157.50	14.50	62.00	1,746.4
1	102	Court	1011	Sheppard, Clementine	19.37	1,753.00	13.91	4.40	238.10	276.10	25.00	106.95	2,417.4
1	102	Court	1350	Smith, Rachael	13.25	1,060.01	13.91	2.86	238.10	166.95	15.33	65.54	1,562.4

00 Council Report All minus MBurch

City of Bay St Louis (48853)

From: 10/12/2018 Through: 10/12/2018

Department - Name - Current: Administration

Fund	Dept	Dept Name	Emp#	Last, First	Rate	Gross	Dental	Life	Health	PPRS	Medi	SS	Totl
1	120	Administration	1146	Averhart, Peggy	14.75	479.38				75.50	6.47	27.65	589.00
1	120	Administration	1219	Favre, Jamie	19.00	3,536.38	13.91	4.40	238.10	556.98	50.93	217.77	4,618.46
1	120	Administration	1299	Favre, Michael	38.64	3,091.38	13.91	4.40	238.10	486.89	44.78	191.49	4,070.04
1	120	Administration	1244	Feuerstein, Dana	19.35	1,548.00	13.91	4.40	238.10	243.81	20.08	85.87	2,154.16
1	120	Administration	1339	Garcia, Linda	17.00	1,366.38	13.91	4.40	238.10	215.20	18.37	78.56	1,934.91
1	120	Administration	1341	Gonzales, Sissy	31.62	2,529.62	13.91	4.40	238.10	398.42	36.43	155.77	3,376.64

User: sgonzales1[1341]

Run Date: 10/12/2018 Run Time: 11:48 AM

Paylocity Corporation

00\_Council Report All minus MBurch

City of Bay St Louis (48853)

From: 10/12/2018 Through: 10/12/2018

Department - Name - Current: Building and P&Z

Fund	Dept	Dept Name	Emp#	Last, First	Rate	Gross	Dental	Life	Health	PPRS	Medi	SS	Totl
1	150	Building and P&Z	1052	Black, Charlene	21.75	1,740.00	13.91	4.40	238.10	274.05	25.19	107.70	2,403.19
1	150	Building and P&Z	1053	Bremer, Mary Ann	16.25	1,421.88	13.91	4.40	238.10	223.95	20.58	87.98	2,010.80
1	150	Building and P&Z	1383	Ladner, Rickey	21.00	1,680.00	13.91	4.40	238.10	264.60	23.41	100.11	2,324.52
1	150	Building and P&Z	1045	McConnell, Thomas	21.50	1,792.57	13.91	2.86	238.10	282.33	24.55	104.98	2,459.30
1	150	Building and P&Z	1386	Siebenkittel, Donald	17.25	1,380.00	13.91	4.40	238.10	217.35	19.97	85.38	1,959.15

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PayLoclty Corporation

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City of Bay St Louis (48853)

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From: 10/12/2018 Through: 10/12/2018

Department - Name - Current: Police

Fund	Dept	Dept Name	Emp#	Last, First	Rate	Gross	Dental	Life	Health	PERF	Medi	SS	Totl
1	200	Police	1085	Armentrout, Scott	16.00	1,556.00	13.91	4.40	238.10	245.07	22.52	96.29	2,176.4
1	200	Police	1043	Blappert, Diane	16.00	1,280.00	13.91	4.40	238.10	201.60	18.56	79.36	1,835.9
1	200	Police	1378	Bowden, Benjamin	15.02	1,556.45	13.91	4.40	238.10	245.14	22.53	96.32	2,176.4
1	200	Police	1059	Brady, Tammy	15.50	1,240.00	13.91	4.40	238.10	195.30	17.74	75.84	1,785.4
1	200	Police	1073	Buckley, David	19.25	1,828.75	13.91	4.40	238.10	288.03	25.67	109.75	2,508.4
1	200	Police	1075	Buehler, Jonathan	15.02	1,776.12	13.91	4.40	238.10	279.74	25.75	110.12	2,448.4
1	200	Police	1363	Canaski, Christopher	16.00								0.0
1	200	Police	1401	Cardinale, Chenea	14.00	1,120.00	13.91	4.40	238.10	176.40	14.88	63.61	1,631.4
1	200	Police	1368	Cousins, Christopher	17.35	1,470.41	13.91	4.40	238.10	231.59	21.32	91.17	2,070.4
1	200	Police	1333	Eagan III, Frederick	15.50	1,867.75	13.91	4.40	238.10	294.17	27.08	115.80	2,561.4
1	200	Police	1080	Galliot, Kevin	16.00	1,586.00	13.91	4.40	238.10	249.80	22.95	98.15	1,975.4
1	200	Police	1202	Gray, Donald	19.25	2,305.19	13.91	4.40	238.10	363.07	31.58	135.05	3,091.4
1	200	Police	1384	Jewell, Rachel	17.35	1,511.62		4.40	238.08	238.08	21.92	93.72	1,869.4
1	200	Police	1407	Johnson, Britney	15.02	1,272.95		4.40	200.49	200.49	18.42	78.74	1,570.4
1	200	Police	1390	Johnson, Demarcus	15.02	1,261.69	13.91	4.40	238.10	198.72	18.29	78.22	1,813.4
1	200	Police	1379	Johnson, Stephen	15.02	1,302.99	13.91	4.40	238.10	205.22	18.54	79.27	1,862.4
1	200	Police	1406	Kent, Thomas	15.50	1,305.88	13.91	4.40	238.10	205.68	17.38	74.33	1,859.4
1	200	Police	1385	Kingston III, Alvin	25.48	2,038.46	13.91	4.40	238.10	321.06	26.94	115.20	2,758.4
1	200	Police	1369	Kirsch, Karl	15.50	1,536.44	13.91	4.40	238.10	241.99	20.92	89.43	2,145.4
1	200	Police	1367	Long, Kristie	15.50	1,302.01	13.91	4.40	238.10	205.07	17.25	73.76	1,854.4
1	200	Police	1393	Morales, Tiffany	15.02	322.63	13.91	4.40	238.10	50.81	4.68	20.00	654.4
1	200	Police	1227	Murphy, Dylan	17.35	1,947.54	13.91	4.40	238.10	306.74	28.24	120.75	2,659.4
1	200	Police	1041	Necaise, Dorcy	14.00	1,156.75	13.91	4.40	238.10	182.19	16.35	69.92	1,681.4
1	200	Police	1402	Ordoyne, Bailey	15.02	1,517.02		4.40	238.93	238.93	22.00	94.06	1,872.4
1	200	Police	1068	Phillips, Push	19.25	2,290.75	13.91	4.40	238.10	360.79	33.22	142.03	3,083.4
1	200	Police	1381	Ponthieux, Gary	28.61	2,288.46	4.40	4.40	360.43	360.43	33.18	141.88	2,828.4
1	200	Police	1392	Sanchez, James	15.02	1,261.68	13.91	4.40	238.10	198.71	18.29	78.22	1,813.4
1	200	Police	1338	Taylor Jr, Ernest	16.00	2,216.00	13.91	4.40	238.10	349.02	32.09	137.21	2,990.4
1	200	Police	1066	Taylor, Ernest	14.75	125.38		4.40	19.75	19.75	1.82	7.77	154.4
1	200	Police	1387	Wilder, David	17.35	1,524.63	13.91	4.40	238.10	240.13	22.06	94.35	2,137.4

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City of Bay St Louis (48853)

Department - Name - Current: Fire

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From: 10/12/2018 Through: 10/12/2018

Emp#	Last, First	Rate	Gross	Dental	Life	Health	PERF	Medi	SS	Totl
1362	Anderson, Brandon	10.00	1,705.00	13.91	4.40	238.10	268.54	24.21	103.50	2,357.46
1099	Armenta Sr, Brian	12.57	1,269.57	13.91	4.40	238.10	199.96	16.81	71.88	1,814.43
1220	Avery, Ronald	23.20	1,855.65	13.91	4.40	238.10	292.26	25.51	109.06	2,538.43
1269	Burchett, Timothy	9.52	799.68				125.95	11.60	49.58	986.41
1230	Catalano Jr, Gary	12.57	2,048.91	13.91	4.40	238.10	322.70	29.24	125.02	2,782.27
1313	Clark, Austin	10.87	1,380.49	13.91	4.40	238.10	217.43	19.77	84.53	1,958.43
1316	Elzy, Derrion	10.87	1,380.49	13.91	4.40	238.10	217.43	19.63	83.92	1,957.43
1103	Farve III, John	12.57	1,596.39	13.91	4.40	238.10	251.43	19.99	85.46	2,209.43
1257	Garber, Jeffrey	12.06	1,459.26	13.91	4.40	238.10	229.83	19.33	82.64	2,047.43
1328	Gultreau, Michael	10.87								0.00
1258	Hardman, Matthew	12.06	1,531.62	13.91	4.40	238.10	241.23	21.09	90.20	2,140.43
1361	Hoffmann II, Wayne	10.87	1,097.87	13.91	4.40	238.10	172.91	15.67	67.01	1,609.43
1346	Labat, Robert	10.87								0.00
1340	Loustalot III, Norman	9.52	913.92				143.94	13.25	56.66	1,127.43
1370	Mallini, Anthony	10.87	1,304.40	13.91	4.40	238.10	205.44	18.38	78.57	1,863.43
1303	Maurice Jr, Gary	12.06	1,218.06	13.91	4.40	238.10	191.84	17.41	74.46	1,758.43
1399	Polk, Bradley	9.52	961.52				151.44	13.94	59.61	1,186.43
1400	Sekinger III, Allen	10.00	1,690.00	13.91	4.40	238.10	266.18	24.51	104.78	2,341.43
1107	Stefano, David	12.06	1,965.78	13.91	4.40	238.10	309.61	28.24	120.74	2,680.43
1110	Strong, Monty	27.41	2,192.69	13.91	4.40	238.10	345.35	28.26	120.82	2,943.43
1355	Torres, Adam	10.87	1,380.49	13.91	4.40	238.10	217.43	18.18	77.73	1,950.43
1360	Woods, Justin	10.87	1,380.49	13.91	4.40	238.10	217.43	16.34	69.85	1,940.43

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City of Bay St Louis (48853)

From: 10/12/2018 Through: 10/12/2018

Department - Name - Current: Public Works

Fund	Dept	Dept Name	Emp#	Last, First	Rate	Gross	Dental	Life	Health	PERS	Medi	SS	Total
1	300	Public Works	1321	Chiasson Sr, Jason	15.50	1,240.00	13.91	4.40	238.10	195.30	17.98	76.88	1,786.14
1	300	Public Works	1403	Crowell, Louie	13.25	2,078.59				327.38	29.66	126.84	2,562.47
1	300	Public Works	1404	Darty, Dakota	10.00	702.50				110.64	10.19	43.56	866.49
1	300	Public Works	1266	Duvernay, Robert	13.81	1,053.01	13.91	4.40	238.10	165.85	14.62	62.51	1,552.49
1	300	Public Works	1004	Elliott, Cindy	14.50	489.67	13.91	4.40	238.10	77.12	7.01	30.04	860.44
1	300	Public Works	1174	Favre, Kim	27.31	2,185.00	13.91	4.40	238.10	344.14	29.92	127.93	2,943.44
1	300	Public Works	1353	Johnson, Sandra	13.50	1,080.00	13.91	4.40	238.10	170.10	15.37	65.71	1,587.49
1	300	Public Works	1391	Lacy, Matthew	11.00	880.00	13.91	4.40	238.10	138.60	12.49	53.42	1,340.41
1	300	Public Works	1164	Ladner, Mark	11.85	68.14					0.99	4.22	73.40
1	300	Public Works	1389	Lafontaine, Zachary	10.50	417.38	13.91	4.40	238.10	65.74	6.05	25.88	771.45
1	300	Public Works	1253	Maurice, Gary	19.15	1,478.38	13.91	4.40	238.10	232.84	21.01	89.83	2,078.45
1	300	Public Works	1150	McCardle, Samuel	15.10	611.55	13.91	4.40	238.10	96.32	8.52	36.42	1,009.44
1	300	Public Works	1154	McKay, Jamie	18.25	3,013.53	13.91	4.40	238.10	474.63	43.32	185.23	3,973.45
1	300	Public Works	1342	Meek, George	12.50	2,500.00	13.91	4.40	238.10	393.75	36.21	154.82	3,341.45
1	300	Public Works	1395	Nguyen, Joey	13.25	2,481.06	13.91	4.40	238.10	390.77	35.93	153.65	3,317.45
1	300	Public Works	1331	Piazza, Ashley	13.81	1,053.01	13.91	4.40	238.10	165.85	15.23	65.11	1,555.45
1	300	Public Works	1240	Raboteau, Wendell	14.95								0.00
1	300	Public Works	1205	Storey, Charles	14.00	1,067.50	13.91	4.40	238.10	168.13	15.48	66.19	1,573.45
1	300	Public Works	1405	Storey, Kenneth	14.00	1,057.00				166.48	15.33	65.53	1,304.45
1	300	Public Works	1155	Swanier, Mitchell	15.50	1,240.00	13.91	4.40	238.10	195.30	17.71	75.74	1,785.45
1	300	Public Works	1276	Taylor, Donnell	11.00	995.50	13.91	4.40	238.10	156.79	14.39	61.54	1,484.45

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1	300	Public Works	1161	Thomas, Archie	13.50	1,032.75	13.91	4.40	238.10	162.66	14.93	63.85	1,530.6
1	300	Public Works	1408	Thomas, Edward	10.00	800.00				126.00	11.60	49.60	987.2
1	300	Public Works	1231	Washington, Thelma	12.85	1,026.40	13.91	4.40	238.10	161.66	14.50	61.99	1,520.6

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City of Bay St Louis (48853)

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Fund - Code - Current: 400

Department - Name - Current: Administration

Fund	Dept	Dept Name	Emp#	Last, First	Rate	Gross	Dental	Life	Health	PERS	Medi	SS	Tot:
400	120	Administration	1137	Stewart, Katie	17.20	1,414.70	13.91	4.40	238.10	222.82	18.71	80.01	1,992.4
400	120	Administration	1093	Tice, Violet Patricia	19.97	1,597.59	13.91	4.40	238.10	251.62	22.91	97.97	2,226.4

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City of Bay St Louis (48853)

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From: 10/12/2018 Through: 10/12/2018

Department - Name - Current: Operations

Fund	Dept	Dept Name	Emp#	Last, First	Rate	Gross	Dental	Life	Health	PERS	Medi	SS	Total
400	700	Operations	1397	Boehnel, Joseph	13.50	928.13	13.91	4.40	238.10	146.18	12.93	55.30	1,398.4
400	700	Operations	1295	Conway Jr, Quentin	16.00	1,284.00	13.91	4.40	238.10	202.23	18.62	79.61	1,840.4
400	700	Operations	1138	Kelley Jr, Carlton	15.83	1,361.38	13.91	4.40	238.10	214.42	19.70	84.23	1,936.4
400	700	Operations	1388	Iadner Jr, Rickey	10.50	748.13	13.91	4.40	238.10	117.83	10.85	46.38	1,179.4
400	700	Operations	1372	Matheny, Charles	14.00	2,133.25	13.91	4.40	238.10	335.99	28.77	123.04	2,877.4
400	700	Operations	1380	McPhearson, Thomas	13.72	1,498.91	13.91	4.40	238.10	236.08	21.69	92.75	2,105.4
400	700	Operations	1176	Ortiz, Jeraldo	27.89	2,230.77	13.91	4.40	238.10	351.35	32.30	138.13	3,008.4
400	700	Operations	1178	Saucier, Henri	21.25	2,090.47	13.91	4.40	238.10	329.25	29.80	127.40	2,833.4
400	700	Operations	1180	Summers, Carl	17.51	1,402.99	13.91	4.40	238.10	220.97	18.71	80.02	1,979.4
400	700	Operations	1175	Thoms, Stephen	17.37	1,524.22	13.91	4.40	238.10	240.06	22.10	94.50	2,137.4

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City of Bay St Louis (48853)

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Group Total Records: 12

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City of Bay St Louis (48853)

From: 10/12/2018 Through: 10/12/2018

Fund - Code - Current: 450

Department - Name - Current: Administration

Fund	Dept	Dept Name	Emp#	Last, First	Rate	Gross	Dental	Life	Health	PERRS	Medi	SS	Total
450	120	Administration	1074	Caughlin, Duane	19.23	1,538.46	13.91	4.40	238.10	242.31	20.71	88.57	2,146.4
450	120	Administration	1210	Forstall, Stephen	13.45	948.23				149.35	13.75	58.79	1,170.1
450	120	Administration	1310	Fortin, Charles	22.50	1,800.38	13.91	4.40	238.10	283.56	26.11	111.62	2,478.1
450	120	Administration	1285	Mossey, Joshua	14.43	1,147.19	13.91	4.40	238.10	180.68	16.59	70.95	1,671.8
450	120	Administration	1396	Singleton, Zakoven	10.00	600.00				94.50	8.70	37.20	740.4
450	120	Administration	1351	White, Derek	12.87	1,483.27		4.40	238.10	233.62	21.21	90.69	2,071.4

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Report Total Records: 118

158,789.64 1,349.27 441.32 23,095.70 25,005.15 2,242.48 9,588.53 220,512.1

001-GENERAL FUND  
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 100.00

REVENUE SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
TAXES	5,291,948	398,843.57	5,457,695.48	0.00 (	165,747.48)	103.13
LICENSES & PERMITS	423,400	69,176.05	483,202.27	0.00 (	59,802.27)	114.12
FINES & FEES	166,300	15,115.35	147,685.82	0.00	18,614.18	88.81
GAMING	2,072,100	161,973.64	2,028,092.95	0.00	44,007.05	97.88
GRANTS	208,805	0.00	205,694.71	0.00	3,110.29	98.51
DONATIONS	125	0.00	925.00	0.00 (	800.00)	740.00
INTEREST	750	0.00	1,485.85	0.00 (	735.85)	198.11
OTHER	960,392	51,098.74	929,417.83	0.00	30,974.17	96.77
CAPITAL	257,759	0.00	0.00	0.00	257,759.00	0.00
TOTAL REVENUES	9,381,579	696,207.35	9,254,199.91	0.00	127,379.09	98.64

EXPENDITURE SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
CITY COUNCIL	266,898 (	919.44)	239,279.65	0.00	27,618.35	89.65
PERSONNEL SERVICES	17,750	1,910.81	20,395.52	1,072.50 (	3,718.02)	120.95
CONTRACTUAL SERVICES	3,700	106.62	3,065.39	456.70	177.91	95.19
SUPPLIES	7,000	0.00	7,113.49	0.00 (	113.49)	101.62
CAPITAL OUTLAY	295,348	1,097.99	269,854.05	1,529.20	23,964.75	91.89
TOTAL CITY COUNCIL						

JUDICIAL

PERSONNEL SERVICES	148,959	0.00	139,779.37	0.00	9,179.63	93.84
CONTRACTUAL SERVICES	101,903	2,340.84	80,927.46	0.00	20,975.54	79.42
SUPPLIES	4,800	751.52	3,917.17	123.70	759.13	84.18
CAPITAL OUTLAY	25,000	0.00	2,081.27	0.00	22,918.73	8.33
TOTAL JUDICIAL	280,662	3,092.36	226,705.27	123.70	53,833.03	80.82

ADMINISTRATION

PERSONNEL SERVICES	596,718 (	1,304.07)	446,708.72	0.00	150,009.28	74.86
CONTRACTUAL SERVICES	2,022,582	41,272.86	1,886,582.41	2,122.39	133,877.22	93.38
SUPPLIES	19,034	7,533.45	17,001.96	74.00	1,958.04	89.71
CAPITAL OUTLAY	43,170	0.00	5,637.98	0.00	37,533.02	13.06
TOTAL ADMINISTRATION	2,681,504	47,502.24	2,355,931.07	2,196.39	323,376.56	87.94

BUILDING DEPARTMENT

PERSONNEL SERVICES	268,352	0.00	251,086.45	0.00	17,265.55	93.57
CONTRACTUAL SERVICES	9,350	918.61	11,381.03	117.32 (	2,148.35)	122.98
SUPPLIES	5,100	125.88	5,518.42	0.00 (	418.42)	108.20
TOTAL BUILDING DEPARTMENT	282,802	1,044.49	267,985.90	117.32	14,698.78	94.80

POLICE

PERSONNEL SERVICES	1,871,002 (	5,573.33)	1,583,481.59	0.00	287,520.41	84.63
CONTRACTUAL SERVICES	91,600	4,704.41	79,092.62	9,499.96	3,007.42	96.72
SUPPLIES	96,400	9,880.31	85,814.52	5,555.87	5,029.61	94.78
CAPITAL OUTLAY	168,416	0.00	135,517.69	0.00	32,898.31	80.47
TOTAL POLICE	2,227,418	9,011.39	1,883,906.42	15,055.83	328,455.75	85.25

001-GENERAL FUND  
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 100.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<b>FIRE</b>						
PERSONNEL SERVICES	1,106,788 (	5,573.33)	1,031,458.08	0.00	75,329.92	93.19
CONTRACTUAL SERVICES	93,900	3,067.43	36,208.17	7,849.30	49,842.53	46.92
SUPPLIES	17,000	1,801.57	14,534.66	1,960.35	504.99	97.03
CAPITAL OUTLAY	104,439	2,400.00	123,799.38	11,837.00 (	31,197.38)	129.87
TOTAL FIRE	1,322,127	1,695.67	1,206,000.29	21,646.65	94,480.06	92.85
<b>STREETS &amp; PUBLIC WORKS</b>						
PERSONNEL SERVICES	1,042,591 (	5,573.34)	889,523.07	0.00	153,067.93	85.32
CONTRACTUAL SERVICES	822,692	81,351.01	823,067.31	21,831.21 (	22,206.52)	102.70
SUPPLIES	117,250	10,052.09	126,478.80	7,098.14 (	16,326.94)	113.92
CAPITAL OUTLAY	102,555	0.00	13,957.27	254,507.00 (	165,909.27)	261.78
TOTAL STREETS & PUBLIC WORKS	2,085,088	85,809.76	1,853,026.45	283,436.35 (	51,374.80)	102.46
<b>PARKS &amp; PROPERTY MAINT.</b>						
PERSONNEL SERVICES	0	0.00	0.00	0.00	0.00	0.00
CONTRACTUAL SERVICES	0	0.00	0.00	0.00	0.00	0.00
SUPPLIES	0	0.00	0.00	0.00	0.00	0.00
CAPITAL OUTLAY	0	0.00	0.00	0.00	0.00	0.00
TOTAL PARKS & PROPERTY MAINT.	0	0.00	0.00	0.00	0.00	0.00
<b>TRANSFERS OUT</b>						
CAPITAL OUTLAY	0	0.00	0.00	0.00	0.00	0.00
TRANSFERS & OTHER	206,630	0.00	0.00	0.00	206,629.98	0.00
TOTAL TRANSFERS OUT	206,630	0.00	0.00	0.00	206,629.98	0.00
TOTAL EXPENDITURES	9,381,579	149,253.90	8,063,409.45	324,105.44	994,064.11	89.40
REVENUE OVER/(UNDER) EXPENDITURES	0	546,953.45	1,190,790.46 (	324,105.44)	866,685.02)	0.00

001-GENERAL FUND % OF YEAR COMPLETED: 100.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
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TAXES

001-000-201-000 REAL TAXES/AD VAL CURREN	2,210,220	172,188.61	2,231,405.16	0.00 (	21,185.63)	100.96
001-000-201-002 LIBRARY AD VALOREM	262,880	19,365.30	268,087.85	0.00 (	5,207.85)	101.98
001-000-201-003 RESERVE FUND AD VALOREM	0	91.56	162.89	0.00 (	162.89)	0.00
001-000-201-004 DEBT SERVICE AD VALOREM	115,320	8,670.99	120,660.70	0.00 (	5,340.70)	104.63
001-000-201-005 ROAD & BRIDGE AD VAL	248,000	18,000.40	249,514.84	0.00 (	1,514.84)	100.61
001-000-202-000 REAL TAXES/AD VAL - PRIO	8,500	1,508.29	3,117.09	0.00	5,382.91	36.67
001-000-203-000 AUTO TAXES/AD VAL - PRIO	15,000 (	0.60)	9,511.23	0.00	5,488.77	63.41
001-000-204-000 CNTY TAX PENALTY & INTER	26,000	14,994.90	30,426.68	0.00 (	4,426.68)	117.03
001-000-205-000 AUTO TAXES/AD VAL - CURR	271,954	22,906.69	275,219.67	0.00 (	3,265.76)	101.20
001-000-205-001 PERSONAL - CURRENT	118,145	167.41	116,249.35	0.00	1,895.15	98.40
001-000-205-002 PERSONAL - PRIOR	2,000	299.28	3,632.34	0.00 (	1,632.34)	181.62
001-000-205-003 MOBILE HOMES - CURRENT	1,142	17.04	629.22	0.00	512.72	55.10
001-000-205-004 MOBILE HOMES - PRIOR	600	0.00	20.80	0.00	579.20	3.47
001-000-205-005 MOTOR VEHICLES OVERLOAD	50	22.96	61.16	0.00 (	11.16)	122.32
001-000-206-000 LINE/REAL PROP TAX - UTI	89,340	0.00	102,680.77	0.00 (	13,340.65)	114.93
001-000-207-000 FRANCHISE - COAST ELECTR	41,000	10,185.84	43,339.79	0.00 (	2,339.79)	105.71
001-000-207-001 FRANCHISE - MEDICOM	61,000	0.00	54,879.32	0.00	6,120.68	89.97
001-000-207-002 FRANCHISE - MS POWER	238,000	0.00	249,902.67	0.00 (	11,902.67)	105.00
001-000-207-003 FRANCHISE - BELLSOUTH	32,000	0.00	27,709.26	0.00	4,290.74	86.59
001-000-207-004 FRANCHISE - BAY PINES	12,000	0.00	10,951.22	0.00	1,048.78	91.26
001-000-208-000 SALES TAX REVENUE	1,525,000	130,237.43	1,645,002.30	0.00 (	120,002.30)	107.87
001-000-209-000 VEHICLE FUEL TAX AKA MUN	9,198	0.00	9,197.60	0.00	0.40	100.00
001-000-210-000 RAIL CAR TAX	2,500	0.00	3,019.38	0.00 (	519.38)	120.78
001-000-211-000 ADDITIONAL PRIVILEGE TAX	2,100	187.47	2,314.19	0.00 (	214.19)	110.20
TOTAL TAXES	5,291,948	398,843.57	5,457,695.48	0.00 (	165,747.48)	103.13

LICENSES & PERMITS

001-000-220-000 ALCOHOL BEVERAGE LICENSE	48,000	4,773.26	56,298.27	0.00 (	8,298.27)	117.29
001-000-221-000 LICENSES - CONTRACTOR	45,000	22,045.00	47,293.00	0.00 (	2,293.00)	105.10
001-000-222-000 LICENSES - PRIVILEGE	20,000	5,947.40	25,053.42	0.00 (	5,053.42)	125.27
001-000-223-000 PERMIT - BUILDING	235,000	20,516.50	266,097.08	0.00 (	31,097.08)	113.23
001-000-224-000 PERMIT - TREE	2,000	180.00	2,276.25	0.00 (	276.25)	113.81
001-000-225-000 PERMIT - PLUMBING	17,800	1,745.13	15,147.97	0.00	2,652.03	85.10
001-000-226-000 PERMIT - ELECTRICAL	37,000	2,045.06	29,053.95	0.00	7,946.05	78.52
001-000-227-000 PERMIT - MECHANICAL	9,600	5,789.70	13,739.58	0.00 (	4,139.58)	143.12
001-000-228-000 PLANNING & ZONING	9,000	595.00	20,944.75	0.00 (	11,944.75)	233.72
001-000-229-000 GOLF CART PERMITS	0	5,539.00	7,298.00	0.00 (	7,298.00)	0.00
TOTAL LICENSES & PERMITS	423,400	69,176.05	483,202.27	0.00 (	59,802.27)	114.12

FINES & FEES

001-000-230-000 COURT COSTS	18,000	1,692.50	14,483.05	0.00	3,516.95	80.46
001-000-230-001 COURT - TF TECHNOLOGY FE	36,000	3,137.45	32,140.95	0.00	3,859.05	89.28
001-000-231-000 COURT - FINES	103,000	9,149.40	90,748.82	0.00	12,251.18	88.11
001-000-233-000 POLICE REPORT FEES	9,000	1,130.00	11,025.00	0.00 (	2,025.00)	122.50
001-000-233-001 POLICE - CRIME STOPPERS	300	6.00 (	712.00)	0.00	1,012.00	237.33-
TOTAL FINES & FEES	166,300	15,115.35	147,685.82	0.00	18,614.18	88.81

001-GENERAL FUND % OF YEAR COMPLETED: 100.00

REVENUES CURRENT BUDGET CURRENT PERIOD YEAR TO DATE ACTUAL TOTAL ENCUMBERED BUDGET BALANCE % YTD BUDGET

GAMING  
001-000-234-001 GAMING FEES - HOLLYWOOD 1,850,000 151,337.07 1,813,857.94 0.00 36,142.06 98.05  
001-000-234-002 GAMING GROSS REVENUE TAX 110,000 -10,636.57 108,135.01 0.00 1,864.99 98.30  
001-000-234-003 GAMING DEVICES 112,100 0.00 106,100.00 0.00 6,000.00 94.65  
TOTAL GAMING 2,072,100 161,973.64 2,028,092.95 0.00 44,007.05 97.88

GRANTS  
001-000-256-002 KATRINA - PROJECT CLOSED 168,000 0.00 168,004.08 0.00 ( 4.08) 100.00  
001-000-260-000 POLICE STATE GRANT REVEN 0 0.00 0.00 0.00 0.00 0.00  
001-000-260-001 POLICE GRANT -OVERTIME 12,805 0.00 6,237.23 0.00 6,567.77 48.71  
001-000-260-002 POLICE GRANT-TRAINING RE 0 0.00 4,500.00 0.00 4,500.00 0.00  
001-000-262-000 SCHOOL RESOURCE OFFICER 28,000 0.00 26,953.40 0.00 1,046.60 96.26  
TOTAL GRANTS 208,805 0.00 205,694.71 0.00 3,110.29 98.51

DONATIONS  
001-000-286-000 DONATIONS - GENERAL FUND 125 0.00 925.00 0.00 ( 800.00) 740.00  
TOTAL DONATIONS 125 0.00 925.00 0.00 ( 800.00) 740.00

INTEREST  
001-000-290-000 INTEREST INCOME 750 0.00 1,485.85 0.00 ( 735.85) 198.11  
TOTAL INTEREST 750 0.00 1,485.85 0.00 ( 735.85) 198.11

OTHER  
001-000-300-000 OTHER INCOME 18,000 6,020.44 38,488.59 0.00 ( 20,488.59) 213.83  
001-000-300-001 PROPERTY CLEAN-UP REVENUE 0 0.00 0.00 0.00 0.00 0.00  
001-000-300-302 TRANSFERS IN-1/4 MILL 31,000 0.00 31,000.00 0.00 0.00 100.00  
001-000-300-303 TRANSFER IN MUN RESERVE 215,000 0.00 215,000.00 0.00 0.00 100.00  
001-000-300-304 TRANS IN FROM DEBT SERVI 0 0.00 0.00 0.00 0.00 0.00  
001-000-313-000 COUNTY ROAD & BRIDGE 136,740 10,295.41 142,527.66 0.00 ( 5,787.66) 104.23  
001-000-314-000 FIRE INSURANCE REBATE 50,000 0.00 52,858.73 0.00 ( 2,858.73) 105.72  
001-000-317-000 MUNICIPAL REVOLVING FUND 4,618 0.00 4,617.79 0.00 0.21 100.00  
001-000-319-000 RENT-COMMUNITY HALL 75,000 0.00 50,689.40 0.00 24,310.60 67.59  
001-000-319-001 RENT-OLD CITY HALL-CYPRE 16,620 0.00 13,850.00 0.00 2,770.00 83.33  
001-000-319-002 RENT-DEPOT 850 1,250.00 1,251.00 0.00 ( 401.00) 147.18  
001-000-319-003 RENT-GARDEN CLUB 12,000 0.00 10,000.00 0.00 2,000.00 83.33  
001-000-319-004 RENT-OLD TOWN COMMUNITY 25,000 0.00 22,515.00 0.00 2,485.00 90.06  
001-000-319-005 RENT-OTHER 100 0.00 100.00 0.00 0.00 100.00  
001-000-319-006 RENT-OLD CITY HALL-2ND F 12,375 0.00 1,000.00 0.00 11,375.00 8.08  
001-000-321-000 POLICE - FORFEITED ASSET 0 0.00 0.00 0.00 0.00 0.00  
001-000-324-000 POLICE ACADEMY REIMBURSE 0 0.00 0.00 0.00 0.00 0.00  
001-000-325-000 GRANT - HIDTA 95,000 0.00 46,899.12 0.00 48,100.88 49.37  
001-000-326-000 SALE OF ASSETS - PW 0 0.00 0.00 0.00 0.00 0.00  
001-000-326-001 INSURANCE PROCEEDS 2,089 5,833.00 27,075.30 0.00 ( 24,386.30) 1,296.09  
001-000-326-002 SALE OF ASSETS - POLICE 0 0.00 0.00 0.00 0.00 0.00  
001-000-327-000 HOMESTEAD REIMBURSEMENT 46,000 27,699.89 51,545.24 0.00 ( 5,545.24) 112.05  
001-000-328-001 DEBT SERVICE VALOREM 0 0.00 0.00 0.00 0.00 0.00  
001-000-329-000 UTILITY FUND INDIRECT CO 200,000 0.00 200,000.00 0.00 0.00 100.00  
001-000-329-001 HARBOR INDIRECT REVENUE 20,000 0.00 20,000.00 0.00 0.00 100.00  
TOTAL OTHER 960,392 51,098.74 929,417.83 0.00 30,974.17 96.77

001-GENERAL FUND

% OF YEAR COMPLETED: 100.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<b>CAPITAL</b>						
001-000-395-000 OTHER FUNDING SOURCES -	147,692	0.00	0.00	0.00	147,692.00	0.00
001-000-395-002 OTHER FUNDING - TAX AMT.	0	0.00	0.00	0.00	0.00	0.00
001-000-399-000 BEGINNING CASH BALANCE-G	0	0.00	0.00	0.00	0.00	0.00
001-000-399-001 BEGINNING CASH BALANCE-F	110,067	0.00	0.00	0.00	110,067.00	0.00
TOTAL CAPITAL	257,759	0.00	0.00	0.00	257,759.00	0.00
TOTAL REVENUE	9,381,579	696,207.35	9,254,199.91	0.00	127,379.09	98.64

001-GENERAL FUND

% OF YEAR COMPLETED: 100.00

DEPARTMENTAL EXPENDITURES

CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
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CITY COUNCIL

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PERSONNEL SERVICES

001-100-400-000 PAYROLL	176,745	0.00	161,560.52	0.00	15,184.48	91.41
001-100-401-000 OVERTIME PAYROLL EXPENSE	500	0.00	182.64	0.00	317.36	36.53
001-100-403-000 PERS	27,916	0.00	28,855.02	0.00	939.02	103.36
001-100-404-000 FICA	13,559	0.00	12,903.55	0.00	655.45	95.17
001-100-405-000 EMPLOYEE INSURANCE	47,157	( 919.44)	34,820.07	0.00	12,336.93	73.84
001-100-406-000 UNEMPLOYMENT	70	0.00	6.85	0.00	63.15	9.79
001-100-407-000 WORKERS' COMPENSATION	951	0.00	951.00	0.00	0.00	100.00
TOTAL PERSONNEL SERVICES	266,898	( 919.44)	239,279.65	0.00	27,618.35	89.65

CONTRACTUAL SERVICES

001-100-510-000 COMPUTER/SOFTWARE	3,000	589.91	4,995.27	0.00	1,995.27	166.51
001-100-512-000 ENGINEERING	0	0.00	0.00	0.00	0.00	0.00
001-100-513-000 EQUIPMENT RENTAL	3,000	202.02	2,222.22	0.00	777.78	74.07
001-100-520-000 LEGAL ADVERTISEMENTS	3,000	937.78	2,255.93	1,072.50	328.43	110.95
001-100-526-000 REPAIRS & MAINT -EQUIP &	2,400	181.10	2,548.43	0.00	148.43	106.18
001-100-530-000 TELEPHONE EXPENSE	1,300	0.00	1,300.00	0.00	0.00	100.00
001-100-531-000 UTILITIES	2,600	0.00	2,600.00	0.00	0.00	100.00
001-100-533-000 WORKSHOPS, SEMINARS, TRA	2,400	0.00	4,473.67	0.00	2,073.67	186.40
001-100-568-000 MEDICAL EXPENSES	50	0.00	0.00	0.00	50.00	0.00
TOTAL CONTRACTUAL SERVICES	17,750	1,910.81	20,395.52	1,072.50	3,718.02	120.95

SUPPLIES

001-100-606-000 FIDELITY BOND	200	0.00	175.00	0.00	25.00	87.50
001-100-612-000 OFFICE SUPPLIES	2,000	90.29	1,460.12	456.70	83.18	95.84
001-100-613-000 OPERATING SUPPLIES	1,500	16.33	1,430.27	0.00	69.73	95.35
TOTAL SUPPLIES	3,700	106.62	3,065.39	456.70	177.91	95.19

CAPITAL OUTLAY

001-100-900-000 CAPITAL EXPENSE	7,000	0.00	7,113.49	0.00	113.49	101.62
TOTAL CAPITAL OUTLAY	7,000	0.00	7,113.49	0.00	113.49	101.62

TOTAL CITY COUNCIL

295,348	1,097.99	269,854.05	1,529.20	23,964.75	91.89
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JUDICIAL

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PERSONNEL SERVICES

001-102-400-000 PAYROLL	100,026	0.00	90,891.80	0.00	9,134.20	90.87
001-102-400-001 PROSECUTOR	0	0.00	0.00	0.00	0.00	0.00
001-102-401-000 OVERTIME PAYROLL EXPENSE	500	0.00	36.27	0.00	463.73	7.25
001-102-403-000 PERS	15,834	0.00	16,278.72	0.00	444.72	102.81
001-102-404-000 FICA	7,690	0.00	6,980.72	0.00	709.28	90.78
001-102-405-000 EMPLOYEE INSURANCE	24,313	0.00	25,114.18	0.00	801.18	103.30

001-GENERAL FUND

% OF YEAR COMPLETED: 100.00

DEPARTMENTAL EXPENDITURES

CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
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001-102-406-000 UNEMPLOYMENT	135	0.00	16.67	0.00	118.33	12.35
001-102-407-000 WORKERS' COMPENSATION	461	0.00	461.01	0.00 (	0.01)	100.00
TOTAL PERSONNEL SERVICES	148,959	0.00	139,779.37	0.00	9,179.63	93.84

CONTRACTUAL SERVICES

001-102-510-000 COMPUTER/SOFTWARE	2,707	39.96	5,315.06	0.00 (	2,608.06)	196.35
001-102-513-000 EQUIPMENT RENTAL	0	125.88	789.83	0.00 (	789.83)	0.00
001-102-521-000 MAINTENANCE AGREEMENTS	0	0.00	52.55	0.00 (	52.55)	0.00
001-102-526-000 REPAIRS & MAINT - EQUIP	306	0.00	258.44	0.00	47.56	84.46
001-102-533-000 WORKSHOPS, SEMINARS & TR	500	0.00	163.74	0.00	336.26	32.75
001-102-535-000 PROSECUTOR, JUDGES LEGAL	35,300	2,175.00	33,950.00	0.00	1,350.00	96.18
001-102-544-000 PRISONER FEES	63,000	0.00	40,397.84	0.00	22,602.16	64.12
001-102-550-000 CASH SHORT/OVER	40	0.00	0.00	0.00	40.00	0.00
001-102-568-000 MEDICAL EXPENSES	50	0.00	0.00	0.00	50.00	0.00
TOTAL CONTRACTUAL SERVICES	101,903	2,340.84	80,927.46	0.00	20,975.54	79.42

SUPPLIES

001-102-606-000 FIDELITY BONDS	100	0.00	0.00	0.00	100.00	0.00
001-102-612-000 OFFICE SUPPLIES	2,500	235.60	1,778.07	123.70	598.23	76.07
001-102-613-000 OPERATING SUPPLIES	2,200	515.92	2,139.10	0.00	60.90	97.23
TOTAL SUPPLIES	4,800	751.52	3,917.17	123.70	759.13	84.18

CAPITAL OUTLAY

001-102-900-000 CAPITAL EXPENSE	25,000	0.00	2,081.27	0.00	22,918.73	8.33
TOTAL CAPITAL OUTLAY	25,000	0.00	2,081.27	0.00	22,918.73	8.33

TOTAL JUDICIAL

	280,662	3,092.36	226,705.27	123.70	53,833.03	80.82
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ADMINISTRATION

PERSONNEL SERVICES

001-120-400-000 PAYROLL	440,000	0.00	331,232.63	0.00	108,767.37	75.28
001-120-401-000 OVERTIME PAYROLL EXPENSE	1,000	0.00	272.58	0.00	727.42	27.26
001-120-403-000 PERS	69,981	0.00	59,661.91	0.00	10,319.09	85.25
001-120-404-000 FICA	33,991	0.00	26,176.28	0.00	7,814.72	77.01
001-120-405-000 EMPLOYEE INSURANCE	49,138 (	1,304.07)	27,035.53	0.00	22,102.47	55.02
001-120-406-000 UNEMPLOYMENT	280	0.00	1.78	0.00	278.22	0.64
001-120-407-000 WORKERS' COMPENSATION	2,328	0.00	2,328.01	0.00 (	0.01)	100.00
TOTAL PERSONNEL SERVICES	596,718 (	1,304.07)	446,708.72	0.00	150,009.28	74.86

CONTRACTUAL SERVICES

001-120-500-000 AUDIT FEES	28,600	0.00	23,600.00	0.00	5,000.00	82.52
001-120-501-000 BANK FEES	3,600	0.00	3,234.65	0.00	365.35	89.85
001-120-502-000 ELECTION EXPENSES	490	0.00	490.02	0.00	0.00	100.00
001-120-503-001 DEBT SERVICE TRF. AD VAL	115,320	2,661.39	111,989.71	0.00	3,330.29	97.11
001-120-503-002 DEBT SERVICE TRF. FIRE	65,000	0.00	65,000.00	0.00	0.00	100.00
001-120-503-003 TRF OUT MON RESERVE FUND	50,000	0.00	0.00	0.00	50,000.00	0.00
001-120-503-006 LIBRARY TRANSFER OUT	262,880	6,028.94	248,722.55	0.00	14,157.45	94.61

001-GENERAL FUND

% OF YEAR COMPLETED: 100.00

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
001-120-503-007 TFR OUT 1/4 MILL TAX-FIR	31,000	0.00	31,000.00	0.00	0.00	100.00
001-120-503-008 TRANSP DOJ INTERFUND	0	0.00	0.00	0.00	0.00	0.00
001-120-503-009 TRANSP UTIL INTERFUND	0	0.00	0.00	0.00	0.00	0.00
001-120-503-011 TRANSP MUN RESERVE INTER	275,000	0.00	275,000.00	0.00	0.00	100.00
001-120-504-001 TRF OUT ROAD & BRIDGE SK	248,000	5,666.98	231,514.44	0.00	16,485.56	93.35
001-120-504-003 TFR OUT -COUNTY R&B TAX	136,740	3,297.37	132,319.65	0.00	4,420.35	96.77
001-120-509-000 CAFETERIA PLAN ADMINISTR	3,000	178.50	2,502.50	0.00	497.50	83.42
001-120-510-000 COMPUTER/SOFTWARE	52,463	646.31	34,769.03	829.99	16,863.98	67.86
001-120-513-000 EQUIPMENT RENTAL	1,685	70.18	1,263.24	0.00	421.76	74.97
001-120-516-000 GENERAL INSURANCE	300,000	0.00	267,437.55	0.00	32,562.45	89.15
001-120-517-000 GRANT - PROPANE CONVERS	0	0.00	0.00	0.00	0.00	0.00
001-120-518-000 KATRINA CLOSE OUT COSTS	119,500	0.00	119,462.66	0.00	37.34	99.97
001-120-520-000 LEGAL ADVERTISEMENTS	4,000	815.50	3,430.87	1,107.50	538.37	113.46
001-120-520-005 RECODIFICATION	8,000	0.00	550.00	0.00	7,450.00	6.88
001-120-521-000 MAINTENANCE AGREEMENTS	250	33.44	442.13	0.00	192.13	176.85
001-120-521-001 PAYLOCITY SERVICE FEES	0	0.00	0.00	0.00	0.00	0.00
001-120-523-000 MS MUNICIPAL LEAGUE	3,078	0.00	3,078.00	0.00	0.00	100.00
001-120-526-000 REPAIRS & MAINT - EQUIPM	633	0.00	0.00	0.00	633.00	0.00
001-120-528-000 REPAIRS & MAINT - VEHICL	1,000	0.00	137.83	0.00	862.17	13.78
001-120-530-000 TELEPHONE EXPENSE	65,000	5,010.90	65,926.02	0.00	926.02	101.42
001-120-533-000 WORKSHOPS, SEMINARS, TRA	5,000	0.00	3,872.94	0.00	1,127.06	77.46
001-120-538-000 MEMBERSHIP DUES	500	0.00	260.00	0.00	240.00	52.00
001-120-539-000 DEPRECIATION EXPENSE	0	0.00	0.00	0.00	0.00	0.00
001-120-542-000 OPERATING EXPENSE	10,000	1,490.00	11,212.31	184.90	1,397.21	113.97
001-120-543-000 PUBLICATIONS	0	0.00	3,375.31	0.00	3,375.31	0.00
001-120-544-000 LEGAL SERVICES	182,500	13,086.35	195,594.20	0.00	13,094.20	107.17
001-120-544-001 LEGAL SERVICES-RETAINER	0	0.00	0.00	0.00	1,065.00	106.09
001-120-546-000 SETTLEMENTS	17,500	0.00	18,565.00	0.00	0.80	0.00
001-120-550-001 CASH - LONG/SHORT	0	0.00	0.00	0.00	0.00	0.00
001-120-560-001 SUPPORT - SENIOR CITIZEN	2,400	200.00	2,400.00	0.00	0.00	100.00
001-120-560-002 SUPPORT - TOURISM	25,000	2,087.00	25,000.00	0.00	0.00	100.00
001-120-560-004 SUPPORT - GRPC	4,391	0.00	4,391.00	0.00	0.00	100.00
001-120-560-005 SUPPORT - CHAMBER	2	0.00	0.00	0.00	2.00	0.00
001-120-560-006 SUPPORT - CENTER FOR NON	0	0.00	0.00	0.00	0.00	0.00
001-120-560-007 SUPPORT - ANIMAL SHELTER	0	0.00	0.00	0.00	0.00	0.00
001-120-568-000 MEDICAL EXPENSES	50	0.00	40.00	0.00	10.00	80.00
TOTAL CONTRACTUAL SERVICES	2,022,582	41,272.86	1,886,582.41	2,122.39	133,877.22	93.38
SUPPLIES						
001-120-606-000 FIDELITY BOND	5,534	4,280.00	4,727.00	0.00	807.00	85.42
001-120-612-000 OFFICE SUPPLIES	5,000	2,655.95	4,941.63	74.00	15.63	100.31
001-120-613-000 OPERATING SUPPLIES	1,500	0.00	732.37	0.00	767.63	48.82
001-120-614-000 POSTAGE	7,000	500.00	6,425.00	0.00	575.00	91.79
001-120-616-000 FUEL EXPENSE	0	97.50	175.96	0.00	175.96	0.00
TOTAL SUPPLIES	19,034	7,533.45	17,001.96	74.00	1,958.04	89.71
CAPITAL OUTLAY						
001-120-900-000 CAPITAL EXPENSE	38,436	0.00	5,637.88	0.00	32,798.02	14.67
001-120-905-200 TRANSFER OUT DEBT SERV	4,734	0.00	0.00	0.00	4,734.00	0.00
TOTAL CAPITAL OUTLAY	43,170	0.00	5,637.88	0.00	37,532.02	13.06

001-GENERAL FUND

% OF YEAR COMPLETED: 100.00

DEPARTMENTAL EXPENDITURES

CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
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TOTAL ADMINISTRATION

2,681,504	47,502.24	2,355,931.07	2,196.39	323,376.56	87.94
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BUILDING DEPARTMENT

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PERSONNEL SERVICES

001-150-400-000 PAYROLL	189,536	0.00	169,631.22	0.00	18,904.78	89.97
001-150-401-000 OVERTIME PAYROLL EXPENSE	500	0.00	2,354.70	0.00	1,854.70	470.94
001-150-403-000 PERS	29,848	0.00	30,719.48	0.00	871.48	102.92
001-150-404-000 FICA	14,726	0.00	13,522.95	0.00	1,203.05	91.83
001-150-405-000 EMPLOYEE INSURANCE	25,918	0.00	26,209.10	0.00	291.10	101.12
001-150-406-000 UNEMPLOYMENT	175	0.00	0.00	0.00	175.00	0.00
001-150-407-000 WORKERS' COMPENSATION	8,649	0.00	8,649.00	0.00	0.00	100.00
TOTAL PERSONNEL SERVICES	268,352	0.00	251,086.45	0.00	17,265.55	93.57

CONTRACTUAL SERVICES

001-150-510-000 COMPUTER/SOFTWARE	2,500	49.95	2,505.05	95.00	100.05	104.00
001-150-512-000 ENGINEERING	0	0.00	0.00	0.00	0.00	0.00
001-150-513-000 EQUIPMENT RENTAL	0	0.00	365.97	0.00	365.97	0.00
001-150-520-000 LEGAL ADVERTISEMENTS	1,600	251.16	1,299.46	0.00	300.54	81.22
001-150-521-000 MAINTENANCE AGREEMENTS	2,400	68.38	2,734.80	0.00	334.80	113.95
001-150-524-001 PLANNING & ZONING	800	0.00	389.23	22.32	388.45	51.44
001-150-528-000 REPAIRS & MAINT - VEHICL	900	0.00	1,061.38	0.00	161.38	117.93
001-150-533-000 WORKSHOPS, SEMINARS & TR	250	0.00	1,679.98	0.00	1,429.98	671.99
001-150-538-000 MEMBERSHIP DUES	600	0.00	507.00	0.00	93.00	84.50
001-150-542-000 OPERATING EXPENSES	0	0.00	0.00	0.00	0.00	0.00
001-150-543-000 PUBLICATIONS	250	549.12	788.16	0.00	538.16	315.26
001-150-568-000 MEDICAL EXPENSES	50	0.00	50.00	0.00	0.00	100.00
TOTAL CONTRACTUAL SERVICES	9,350	918.61	11,381.03	117.32	2,148.35	122.98

SUPPLIES

001-150-612-000 OFFICE SUPPLIES	1,500	0.00	1,499.13	0.00	0.87	99.94
001-150-613-000 OPERATING SUPPLIES	600	125.88	1,019.29	0.00	419.29	169.88
001-150-614-000 POSTAGE	1,500	0.00	1,500.00	0.00	0.00	100.00
001-150-616-000 FUEL EXPENSE	1,500	0.00	1,500.00	0.00	0.00	100.00
TOTAL SUPPLIES	5,100	125.88	5,518.42	0.00	418.42	108.20

TOTAL BUILDING DEPARTMENT

282,802	1,044.49	267,985.90	117.32	14,698.78	94.80
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POLICE

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PERSONNEL SERVICES

001-200-400-000 PAYROLL	1,284,534	0.00	1,061,651.33	0.00	222,882.67	82.65
001-200-401-000 OVERTIME PAYROLL EXPENSE	45,000	0.00	50,589.21	0.00	5,589.21	112.42
001-200-401-001 OVERTIME-GRANT REIMB	10,377	0.00	0.00	0.00	10,377.00	0.00
001-200-403-000 PERS	211,336	0.00	199,202.45	0.00	12,133.55	94.26

TOTAL BUILDING DEPARTMENT

282,802	1,044.49	267,985.90	117.32	14,698.78	94.80
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001-GENERAL FUND

% OF YEAR COMPLETED: 100.00

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
001-200-404-000 FICA	102,563	0.00	88,402.11	0.00	14,160.89	86.19
001-200-405-000 EMPLOYEE INSURANCE	162,404	0.00	133,837.93	0.00	28,566.07	82.41
001-200-406-000 UNEMPLOYMENT	1,286	0.00	1,870.90	0.00	584.90	145.48
001-200-407-000 WORKERS' COMPENSATION	53,502	5,573.33	47,927.66	0.00	5,574.34	89.58
TOTAL PERSONNEL SERVICES	1,871,002	5,573.33	1,583,481.59	0.00	287,520.41	84.63
CONTRACTUAL SERVICES						
001-200-500-000 AUDIT FEES-DOJ	0	0.00	0.00	0.00	0.00	0.00
001-200-510-000 COMPUTER SOFTWARE	15,000	1,790.26	21,032.23	0.00	6,032.23	140.21
001-200-516-000 GENERAL INSURANCE	5,000	0.00	5,000.00	0.00	0.00	100.00
001-200-521-000 MAINTENANCE AGREEMENTS	4,000	319.61	3,470.50	0.00	529.50	86.76
001-200-526-000 REPAIRS & MAINT - EQUIPM	0	0.00	0.00	0.00	0.00	0.00
001-200-528-000 REPAIRS & MAINT - VEHICLE	41,500	1,890.43	33,893.97	6,615.80	990.23	97.61
001-200-533-000 WORKSHOPS, SEMINARS, TRA	0	0.00	0.00	92.00	92.00	0.00
001-200-538-000 MEMBERSHIP DUES	500	0.00	0.00	0.00	500.00	0.00
001-200-542-000 OPERATING EXPENSES	8,600	629.11	7,150.92	796.16	652.92	92.41
001-200-561-000 TRAINING	15,000	0.00	7,470.00	1,040.00	6,490.00	56.73
001-200-568-000 MEDICAL EXPENSES	2,000	75.00	1,075.00	956.00	31.00	101.55
001-200-576-000 911 DISPATCHING SERVICE	0	0.00	0.00	0.00	0.00	0.00
TOTAL CONTRACTUAL SERVICES	91,600	4,704.41	79,092.62	9,499.96	3,007.42	96.72
SUPPLIES						
001-200-600-000 AMMUNITION	3,000	2,488.40	2,981.35	0.00	18.65	99.38
001-200-606-000 FIDELITY BOND	400	149.00	149.00	0.00	251.00	37.25
001-200-608-000 FORFEITED ASSETS EXPENDE	0	0.00	0.00	0.00	0.00	0.00
001-200-608-001 DOJ EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
001-200-612-000 OFFICE SUPPLIES	4,000	465.26	2,795.74	0.00	1,204.26	69.89
001-200-613-000 OPERATING SUPPLIES	0	0.00	0.00	219.41	219.41	0.00
001-200-615-000 UNIFORMS	10,000	59.99	1,699.67	4,430.96	3,869.37	61.31
001-200-616-000 FUEL EXPENSE	77,000	6,717.66	77,862.76	0.00	862.76	101.12
001-200-620-000 CRIME PREVENTION SUPPLIE	2,000	0.00	326.00	905.50	768.50	61.58
TOTAL SUPPLIES	96,400	9,880.31	85,814.52	5,555.87	5,029.61	94.78
CAPITAL OUTLAY						
001-200-900-000 CAPITAL EXPENSE	30,936	0.00	1,199.99	0.00	29,736.01	3.88
001-200-900-001 CAPITAL EXPENSE-DOJ EXP	0	0.00	0.00	0.00	0.00	0.00
001-200-901-000 POLICE REIMBURSEABLES	0	0.00	0.00	0.00	0.00	0.00
001-200-905-200 TRANSFER OUT DEBT SRV	137,480	0.00	134,317.70	0.00	3,162.30	97.70
TOTAL CAPITAL OUTLAY	168,416	0.00	135,517.69	0.00	32,898.31	80.47
TOTAL POLICE	2,227,418	9,011.39	1,883,906.42	15,055.83	328,455.75	85.25
FIRE						
PERSONNEL SERVICES						
001-260-400-000 PAYROLL	692,537	0.00	629,692.41	0.00	62,844.59	90.93
001-260-401-000 OVERTIME PAYROLL EXPENSE	76,949	0.00	79,781.08	0.00	2,832.08	103.68
001-260-403-000 PERS	121,194	0.00	125,010.16	0.00	3,816.16	103.15

001-GENERAL FUND

% OF YEAR COMPLETED: 100.00

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
001-260-404-000 FICA	58,866	0.00	55,204.82	0.00	3,661.18	93.78
001-260-405-000 EMPLOYEE INSURANCE	109,408	0.00	100,211.07	0.00	9,196.93	91.59
001-260-406-000 UNEMPLOYMENT	736	0.00	33.86	0.00	702.14	4.60
001-260-407-000 WORKERS' COMPENSATION	47,098	5,573.33	41,524.68	0.00	5,573.32	88.17
TOTAL PERSONNEL SERVICES	1,106,788	5,573.33	1,031,458.08	0.00	75,329.92	93.19
CONTRACTUAL SERVICES						
001-260-510-000 COMPUTER/SOFTWARE	1,000	19.98	314.78	559.98	125.24	87.48
001-260-513-000 EQUIPMENT RENTAL	2,400	0.00	10.85	0.00	2,389.15	0.45
001-260-521-000 MAINTENANCE AGREEMENTS	10,000	15.42	5,817.55	2,946.50	1,235.95	87.64
001-260-526-000 REPAIRS & MAINT - EQUIPM	7,000	0.00	2,387.08	343.02	4,269.90	39.00
001-260-527-000 REPAIRS & MAINT - PROPER	1,000	0.00	937.41	0.00	62.59	93.74
001-260-528-000 REPAIRS & MAINT - VEHICL	52,000	502.03	13,169.66	1,792.80	37,037.54	28.77
001-260-530-000 TELEPHONE EXPENSE	2,500	0.00	2,500.00	0.00	0.00	100.00
001-260-533-000 WORKSHOPS, SEMINARS, TRA	5,000	0.00	3,284.45	0.00	1,715.55	65.69
001-260-542-000 OPERATING EXPENSE	4,000	0.00	1,395.39	587.00	2,017.61	49.56
001-260-561-000 TRAINING	8,000	2,530.00	6,044.00	1,620.00	336.00	95.80
001-260-561-001 TRAINING-1/4 MILL	0	0.00	102.00	0.00	102.00	0.00
001-260-568-000 MEDICAL EXPENSES	1,000	0.00	245.00	0.00	755.00	24.50
TOTAL CONTRACTUAL SERVICES	93,900	3,067.43	36,208.17	7,849.30	49,842.53	46.92
SUPPLIES						
001-260-612-000 OFFICE SUPPLIES	1,000	0.00	128.56	0.00	871.44	12.86
001-260-613-000 OPERATING SUPPLIES	3,500	1,298.82	2,921.30	120.35	458.35	86.90
001-260-615-000 UNIFORMS	5,000	0.00	2,824.07	1,840.00	335.93	93.28
001-260-615-001 UNIFORM-1/4 MILL	0	0.00	0.00	0.00	0.00	0.00
001-260-616-000 FUEL EXPENSE	7,500	502.75	8,660.73	0.00	1,160.73	115.48
TOTAL SUPPLIES	17,000	1,801.57	14,534.66	1,960.35	504.99	97.03
CAPITAL OUTLAY						
001-260-900-000 CAPITAL EXPENSE	2,500	2,400.00	2,500.00	0.00	0.00	100.00
001-260-900-001 CAPITAL EXPENSE-1/4 MIL	44,348	0.00	63,708.38	11,837.00	31,197.38	170.35
001-260-905-200 TRANSFER OUT DEBT SERV	57,591	0.00	57,591.00	0.00	0.00	100.00
TOTAL CAPITAL OUTLAY	104,439	2,400.00	123,799.38	11,837.00	31,197.38	129.87
TOTAL FIRE	1,322,127	1,695.67	1,206,000.29	21,646.65	94,480.06	92.85
STREETS & PUBLIC WORKS						
PERSONNEL SERVICES						
001-300-400-000 PAYROLL	715,181	0.00	581,524.61	0.00	133,656.39	81.31
001-300-401-000 OVERTIME PAYROLL EXPENSE	2,000	0.00	8,903.50	0.00	6,903.50	445.18
001-300-403-000 PERS	113,060	0.00	103,255.92	0.00	9,804.08	91.33
001-300-404-000 FICA	55,072	0.00	45,997.12	0.00	9,074.88	83.52
001-300-405-000 EMPLOYEE INSURANCE	115,462	0.00	114,201.13	0.00	1,260.87	98.91
001-300-406-000 UNEMPLOYMENT	988	0.00	386.15	0.00	601.85	39.08
001-300-407-000 WORKERS' COMPENSATION	40,828	5,573.34	35,254.64	0.00	5,573.36	86.35
TOTAL PERSONNEL SERVICES	1,042,591	5,573.34	889,523.07	0.00	153,067.93	85.32

001-GENERAL FUND

% OF YEAR COMPLETED: 100.00

DEPARTMENTAL EXPENDITURES

CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
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CONTRACTUAL SERVICES

001-300-510-000 COMPUTER/SOFTWARE	750	39.96	994.36	279.99	524.35	169.91
001-300-512-000 ENGINEERING	18,500	6,359.64	28,518.39	0.00	10,018.39	154.15
001-300-513-000 EQUIPMENT RENTAL	2,500	70.18	2,260.85	0.00	239.15	90.43
001-300-516-000 GENERAL INSURANCE	5,000	0.00	5,000.00	0.00	0.00	100.00
001-300-521-000 MAINTENANCE AGREEMENTS	10,500	2,970.00	17,075.39	0.00	6,575.39	162.62
001-300-521-001 MAINTENANCE--LIGHTING CO	0	0.00	0.00	0.00	0.00	0.00
001-300-524-000 BRIGHTED PROPERTY PROJEC	42,292	0.00	76.73	2.50	42,212.77	0.19
001-300-526-000 REPAIRS & MAINT - EQUIPM	50,000	361.27	52,080.98	4,653.08	6,734.06	113.47
001-300-527-000 REPAIRS & MAINT - PROPER	50,000	6,344.33	57,138.41	7,907.02	15,045.43	130.09
001-300-527-001 SPORTS COMPLEX EXPENSE	7,000	9.80	9,713.81	26.19	2,740.00	139.14
001-300-528-000 REPAIRS & MAINT - VEHICL	9,000	498.07	15,229.76	1,377.34	7,607.10	184.52
001-300-529-000 STREET LIGHTS	349,000	26,953.42	343,740.61	0.00	5,259.39	98.49
001-300-530-000 TELEPHONE EXPENSE	1,900	113.92	1,478.09	0.00	421.91	77.79
001-300-531-000 UTILITIES	191,000	22,231.54	200,938.87	0.00	9,938.87	105.20
001-300-533-000 WORKSHOPS, SEMINARS, TRA	1,500	0.00	175.00	0.00	1,325.00	11.67
001-300-541-000 GARBAGE EXPENSE	25,000	2,246.75	15,081.25	0.00	9,918.75	60.33
001-300-542-000 OPERATING EXPENSES	22,500	1,361.16	25,204.46	263.11	2,967.57	113.19
001-300-549-000 JANITORIAL SUPPLIES	10,000	761.32	7,058.30	665.98	2,275.72	77.24
001-300-550-000 GRASS CUTTING	26,000	10,904.65	40,502.05	6,656.00	21,158.05	181.38
001-300-568-000 MEDICAL EXPENSES	250	125.00	800.00	0.00	550.00	320.00
TOTAL CONTRACTUAL SERVICES	822,692	81,351.01	823,067.31	21,831.21	22,206.52	102.70

SUPPLIES

001-300-610-000 DRAINAGE MATERIALS	0	0.00	0.00	0.00	0.00	0.00
001-300-611-000 STREET MATERIALS	17,500	0.00	13,189.17	2,490.40	1,820.43	89.60
001-300-612-000 OFFICE SUPPLIES	750	279.48	1,239.29	0.00	489.29	165.24
001-300-613-000 OPERATING SUPPLIES	6,000	0.00	5,611.39	1,028.01	639.40	110.66
001-300-615-000 UNIFORMS	18,000	1,498.33	21,252.27	0.00	3,252.27	118.07
001-300-616-000 FUEL EXPENSE	60,000	8,254.28	73,558.80	0.00	13,558.80	122.60
001-300-621-000 LIGHTING MATERIALS	5,000	0.00	2,445.79	0.00	2,554.21	48.92
001-300-622-000 GRASSCUTTING MATERIALS	10,000	0.00	9,182.09	3,579.73	2,761.82	127.62
TOTAL SUPPLIES	117,250	10,032.09	126,478.80	7,098.14	16,326.94	113.92

TOTAL STREETS & PUBLIC WORKS

2,085,088	85,809.76	1,853,026.45	283,436.35	51,374.80	102.46
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PARKS & PROPERTY MAINT.

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PERSONNEL SERVICES

001-302-400-000 PAYROLL	0	0.00	0.00	0.00	0.00	0.00
001-302-401-000 OVERTIME PAYROLL EXPENSE	0	0.00	0.00	0.00	0.00	0.00

001-GENERAL FUND

% OF YEAR COMPLETED: 100.00

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
001-302-403-000 PERS	0	0.00	0.00	0.00	0.00	0.00
001-302-404-000 FICA	0	0.00	0.00	0.00	0.00	0.00
001-302-405-000 EMPLOYEE INSURANCE	0	0.00	0.00	0.00	0.00	0.00
001-302-406-000 UNEMPLOYMENT	0	0.00	0.00	0.00	0.00	0.00
001-302-407-000 WORKERS' COMPENSATION	0	0.00	0.00	0.00	0.00	0.00
TOTAL PERSONNEL SERVICES	0	0.00	0.00	0.00	0.00	0.00
CONTRACTUAL SERVICES						
001-302-526-000 REPAIRS & MAINT - EQUIPM	0	0.00	0.00	0.00	0.00	0.00
001-302-527-000 REPAIRS & MAINT - PROPER	0	0.00	0.00	0.00	0.00	0.00
001-302-542-000 OPERATING EXPENSES	0	0.00	0.00	0.00	0.00	0.00
001-302-568-000 MEDICAL EXPENSES	0	0.00	0.00	0.00	0.00	0.00
TOTAL CONTRACTUAL SERVICES	0	0.00	0.00	0.00	0.00	0.00
SUPPLIES						
001-302-613-000 OPERATING SUPPLIES	0	0.00	0.00	0.00	0.00	0.00
001-302-616-000 FUEL EXPENSE	0	0.00	0.00	0.00	0.00	0.00
TOTAL SUPPLIES	0	0.00	0.00	0.00	0.00	0.00
CAPITAL OUTLAY						
001-302-900-000 CAPITAL EXPENSE	0	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL OUTLAY	0	0.00	0.00	0.00	0.00	0.00
TOTAL PARKS & PROPERTY MAINT.	0	0.00	0.00	0.00	0.00	0.00
TRANSFERS OUT						
=====						
CAPITAL OUTLAY						
001-900-900-001 TRANSFERS OUT	0	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL OUTLAY	0	0.00	0.00	0.00	0.00	0.00
TRANSFERS & OTHER						
001-900-951-000 ENDING CASH BAL-GEN FUND	124,911	0.00	0.00	0.00	124,910.98	0.00
001-900-951-001 ENDING CASH BAL-FIRE BAN	81,719	0.00	0.00	0.00	81,719.00	0.00
TOTAL TRANSFERS & OTHER	206,630	0.00	0.00	0.00	206,629.98	0.00
TOTAL TRANSFERS OUT	206,630	0.00	0.00	0.00	206,629.98	0.00
TOTAL EXPENDITURES	9,381,579	149,253.90	8,063,409.45	324,105.44	994,064.11	89.40
REVENUE OVER/(UNDER) EXPENDITURES	0	546,953.45	1,190,790.46	(324,105.44)	866,685.02	0.00

005-MUNICIPAL RESERVE FUND  
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 100.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
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REVENUE SUMMARY

TAXES	0	0.00	0.00	0.00	0.00	0.00
GRANTS	120,000	0.00	74,342.10	0.00	45,657.90	61.95
INTEREST	500	0.00	316.14	0.00	183.86	63.23
OTHER	340,000	0.00	290,000.00	0.00	50,000.00	85.29
CAPITAL	177,048	0.00	0.00	0.00	177,048.00	0.00
<b>TOTAL REVENUES</b>	<b>637,548</b>	<b>0.00</b>	<b>364,658.24</b>	<b>0.00</b>	<b>272,889.76</b>	<b>57.20</b>

EXPENDITURE SUMMARY

MUNI RESERVE EXPENSE	0	2,820.00	2,820.00	0.00	2,820.00	0.00
CONTRACTUAL SERVICES	6,850	0.00	6,849.92	0.00	0.08	100.00
SUPPLIES	0	0.00	0.00	0.00	0.00	0.00
CAPITAL OUTLAY	6,850	2,820.00	9,669.92	0.00	2,819.92	141.17
<b>TOTAL MUNI RESERVE EXPENSE</b>	<b>13,700</b>	<b>5,640.00</b>	<b>19,349.84</b>	<b>0.00</b>	<b>15,699.80</b>	<b>114.57</b>
MUNI RESERVE EXPENSE	277,735	4,520.00	371,100.35	0.00	93,365.35	133.62
CAPITAL OUTLAY	352,963	0.00	0.00	0.00	352,963.00	0.00
TRANSFERS & OTHER	630,698	4,520.00	371,100.35	0.00	259,597.65	58.84
<b>TOTAL MUNI RESERVE EXPENSE</b>	<b>1,261,406</b>	<b>9,040.00</b>	<b>742,200.70</b>	<b>0.00</b>	<b>613,925.95</b>	<b>55.84</b>

TOTAL EXPENDITURES

	637,548	7,340.00	380,770.27	0.00	256,777.73	59.72
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REVENUE OVER/(UNDER) EXPENDITURES

	0	7,340.00	16,112.03	0.00	16,112.03	0.00
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005-MUNICIPAL RESERVE FUND

% OF YEAR COMPLETED: 100.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
TAXES						
005-000-201-003 RESERVE FUND AD VALOREM	0	0.00	0.00	0.00	0.00	0.00
TOTAL TAXES	0	0.00	0.00	0.00	0.00	0.00
GRANTS						
005-000-257-013 GRANT REVENUE-OST PROTEC	80,000	0.00	69,819.37	0.00	10,180.63	87.27
005-000-257-014 GRANT REVENUE-MDOT-90 ME	40,000	0.00	4,522.73	0.00	35,477.27	11.31
TOTAL GRANTS	120,000	0.00	74,342.10	0.00	45,657.90	61.95
INTEREST						
005-000-290-000 INTEREST INCOME	500	0.00	316.14	0.00	183.86	63.23
TOTAL INTEREST	500	0.00	316.14	0.00	183.86	63.23
OTHER						
005-000-300-000 OTHER INCOME	0	0.00	0.00	0.00	0.00	0.00
005-000-300-302 TRANSFER IN-TAXES	0	0.00	0.00	0.00	0.00	0.00
005-000-300-303 TRANSFER IN-GEN FUND OPE	340,000	0.00	275,000.00	0.00	65,000.00	80.88
005-000-300-304 TRANSFER IN - DEBT SERVI	0	0.00	15,000.00	0.00	15,000.00	0.00
TOTAL OTHER	340,000	0.00	290,000.00	0.00	50,000.00	85.29
CAPITAL						
005-000-399-000 BEGINNING CASH BALANCE	177,048	0.00	0.00	0.00	177,048.00	0.00
TOTAL CAPITAL	177,048	0.00	0.00	0.00	177,048.00	0.00
TOTAL REVENUE	637,548	0.00	364,658.24	0.00	272,889.76	57.20

005-MUNICIPAL RESERVE FUND

% OF YEAR COMPLETED: 100.00

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
MUNI RESERVE EXPENSE						
=====						
CONTRACTUAL SERVICES						
005-100-546-000 SETTLEMENTS	0	2,820.00	2,820.00	0.00 (	2,820.00)	0.00
TOTAL CONTRACTUAL SERVICES	0	2,820.00	2,820.00	0.00 (	2,820.00)	0.00
SUPPLIES						
005-100-611-000 STREET MATERIALS	6,850	0.00	6,849.92	0.00	0.08	100.00
TOTAL SUPPLIES	6,850	0.00	6,849.92	0.00	0.08	100.00
CAPITAL OUTLAY						
005-100-900-000 CAPITAL EXPENSE	0	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL OUTLAY	0	0.00	0.00	0.00	0.00	0.00
TOTAL MUNI RESERVE EXPENSE	6,850	2,820.00	9,669.92	0.00 (	2,819.92)	141.17
MUNI RESERVE EXPENSE	=====					
CAPITAL OUTLAY						
005-900-900-001 TRANSFERS OUT	230,000	0.00	230,000.00	0.00	0.00	100.00
005-900-905-001 OLD SPANISH TRAIL PROJEC	7,735	0.00	79,075.69	0.00 (	71,340.69)	1,022.31
005-900-905-002 MDOT HWY 90 MEDIAN PROJE	40,000	4,520.00	62,024.66	0.00 (	22,024.66)	155.06
TOTAL CAPITAL OUTLAY	277,735	4,520.00	371,100.35	0.00 (	93,365.35)	133.62
TRANSFERS & OTHER						
005-900-951-000 ENDING CASH BALANCE	352,963	0.00	0.00	0.00	352,963.00	0.00
TOTAL TRANSFERS & OTHER	352,963	0.00	0.00	0.00	352,963.00	0.00
TOTAL MUNI RESERVE EXPENSE	630,698	4,520.00	371,100.35	0.00	259,597.65	58.84
TOTAL EXPENDITURES	637,548	7,340.00	380,770.27	0.00	256,777.73	59.72
REVENUE OVER/(UNDER) EXPENDITURES	0 (	7,340.00)	16,112.03)	0.00	16,112.03	0.00

020-NARCOTICS TASK FORCE  
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 100.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
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REVENUE SUMMARY

INTEREST	0	0.00	8.76	0.00 (	8.76)	0.00
OTHER	0	0.00	55.25	0.00 (	55.25)	0.00
CAPITAL	5,204	0.00	0.00	0.00	5,204.00	0.00
TOTAL REVENUES	5,204	0.00	64.01	0.00	5,139.99	1.23

EXPENDITURE SUMMARY

POLICE						
CONTRACTUAL SERVICES	5,204	0.00	0.00	5.85	5,198.15	0.11
SUPPLIES	0	0.00	0.00	0.00	0.00	0.00
CAPITAL OUTLAY	0	0.00	0.00	0.00	0.00	0.00
TOTAL POLICE	5,204	0.00	0.00	5.85	5,198.15	0.11

TOTAL EXPENDITURES

TOTAL EXPENDITURES	5,204	0.00	0.00	5.85	5,198.15	0.11
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REVENUE OVER/(UNDER) EXPENDITURES

REVENUE OVER/(UNDER) EXPENDITURES	0	0.00	64.01 (	5.85) (	58.16)	0.00
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020-NARCOTICS TASK FORCE

% OF YEAR COMPLETED: 100.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
INTEREST						
020-000-290-000 INTEREST INCOME	0	0.00	8.76	0.00 (	8.76)	0.00
020-000-290-001 BANK INTEREST INCOME	0	0.00	0.00	0.00	0.00	0.00
TOTAL INTEREST	0	0.00	8.76	0.00 (	8.76)	0.00
OTHER						
020-000-322-000 NARCOTICS REVENUE	0	0.00	55.25	0.00 (	55.25)	0.00
TOTAL OTHER	0	0.00	55.25	0.00 (	55.25)	0.00
CAPITAL						
020-000-399-000 BEGINNING CASH BALANCE	5,204	0.00	0.00	0.00	5,204.00	0.00
TOTAL CAPITAL	5,204	0.00	0.00	0.00	5,204.00	0.00
TOTAL REVENUE	5,204	0.00	64.01	0.00	5,139.99	1.23

020-NARCOTICS TASK FORCE

% OF YEAR COMPLETED: 100.00

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
POLICE						
=====						
CONTRACTUAL SERVICES						
020-200-542-000 OPERATING EXPENSE	5,204	0.00	0.00	5.85	5,198.15	0.11
TOTAL CONTRACTUAL SERVICES	5,204	0.00	0.00	5.85	5,198.15	0.11
SUPPLIES						
020-200-612-000 OFFICE SUPPLIES	0	0.00	0.00	0.00	0.00	0.00
TOTAL SUPPLIES	0	0.00	0.00	0.00	0.00	0.00
CAPITAL OUTLAY						
020-200-900-000 CAPITAL EXPENSE	0	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL OUTLAY	0	0.00	0.00	0.00	0.00	0.00
TOTAL POLICE	5,204	0.00	0.00	5.85	5,198.15	0.11
TOTAL EXPENDITURES	5,204	0.00	0.00	5.85	5,198.15	0.11
REVENUE OVER/(UNDER) EXPENDITURES	0	0.00	64.01 (	5.85) (	58.16)	0.00

100-KATRINA RECOVERY FUND  
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 100.00

CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
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REVENUE SUMMARY

FEMA	0	0.00	0.00	0.00	0.00
INTEREST	0	0.00	0.15	0.00 (	0.00
OPERATING	0	0.00	0.00	0.00	0.00
CAPITAL	0	0.00	0.00	0.00	0.00
TOTAL REVENUES	0	0.00	0.15	0.00 (	0.00

EXPENDITURE SUMMARY

KATRINA RECOVERY CAPITAL OUTLAY	0	0.00	0.00	0.00	0.00
TOTAL KATRINA RECOVERY	0	0.00	0.00	0.00	0.00

TOTAL EXPENDITURES

TOTAL EXPENDITURES	0	0.00	0.00	0.00	0.00
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REVENUE OVER/(UNDER) EXPENDITURES

REVENUE OVER/(UNDER) EXPENDITURES	0	0.00	0.15	0.00 (	0.00
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REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: SEPTEMBER 30TH, 2018

100-KATRINA RECOVERY FUND

% OF YEAR COMPLETED: 100.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
FEMA						
100-000-276-004 PW 2704	0	0.00	0.00	0.00	0.00	0.00
100-000-276-006 PW 4076	0	0.00	0.00	0.00	0.00	0.00
100-000-276-011 PW 7200	0	0.00	0.00	0.00	0.00	0.00
100-000-276-063 PW 0641 PIER REVENUE	0	0.00	0.00	0.00	0.00	0.00
100-000-276-064 PW 10471 REVENUE	0	0.00	0.00	0.00	0.00	0.00
100-000-276-065 PW 10996 REVENUE	0	0.00	0.00	0.00	0.00	0.00
100-000-276-096 PW 2685 REVENUE	0	0.00	0.00	0.00	0.00	0.00
100-000-276-097 PW 4013 REVENUE	0	0.00	0.00	0.00	0.00	0.00
100-000-276-098 PW 5594 REVENUE	0	0.00	0.00	0.00	0.00	0.00
100-000-276-099 PW 5778 REVENUE	0	0.00	0.00	0.00	0.00	0.00
100-000-276-100 PMS INCOME	0	0.00	0.00	0.00	0.00	0.00
100-000-276-101 PW 11041 REVENUE	0	0.00	0.00	0.00	0.00	0.00
100-000-277-000 PW ADMINISTRATION INCOME	0	0.00	0.00	0.00	0.00	0.00
100-000-278-000 FEMA PW EXPENSE	0	0.00	0.00	0.00	0.00	0.00
100-000-278-001 PW 23 ISAAC	0	0.00	0.00	0.00	0.00	0.00
100-000-278-002 PW 34 ISAAC	0	0.00	0.00	0.00	0.00	0.00
100-000-278-003 PW 46 ISAAC	0	0.00	0.00	0.00	0.00	0.00
100-000-278-004 PW 267 ISAAC	0	0.00	0.00	0.00	0.00	0.00
100-000-278-005 PW 142 ISAAC	0	0.00	0.00	0.00	0.00	0.00
100-000-278-006 PW 187 ISAAC	0	0.00	0.00	0.00	0.00	0.00
TOTAL FEMA	0	0.00	0.00	0.00	0.00	0.00
INTEREST						
100-000-290-000 INTEREST INCOME	0	0.00	0.15	0.00	0.15	0.00
100-000-295-000 BEGINNING CASH (ADD)	0	0.00	0.00	0.00	0.00	0.00
100-000-296-000 ENDING CASH	0	0.00	0.00	0.00	0.00	0.00
100-000-297-000 DUE FROM FEMA	0	0.00	0.00	0.00	0.00	0.00
TOTAL INTEREST	0	0.00	0.15	0.00	0.15	0.00
OPERATING						
100-000-390-001 INCOME GG OPERATING	0	0.00	0.00	0.00	0.00	0.00
100-000-390-002 INCOME PS OPERATING	0	0.00	0.00	0.00	0.00	0.00
100-000-390-003 INCOME PW OPERATING	0	0.00	0.00	0.00	0.00	0.00
100-000-390-004 INCOME CR OPERATING	0	0.00	0.00	0.00	0.00	0.00
TOTAL OPERATING	0	0.00	0.00	0.00	0.00	0.00
CAPITAL						
100-000-391-010 INCOME GG CAPITAL	0	0.00	0.00	0.00	0.00	0.00
100-000-391-011 INCOME PS CAPITAL	0	0.00	0.00	0.00	0.00	0.00
100-000-391-012 INCOME PW CAPITAL	0	0.00	0.00	0.00	0.00	0.00
100-000-391-014 INCOME CR CAPITAL	0	0.00	0.00	0.00	0.00	0.00
100-000-399-000 CASH & INVESTMENT BALANC	0	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUE	0	0.00	0.15	0.00	0.15	0.00

100-KATRINA RECOVERY FUND

% OF YEAR COMPLETED: 100.00

DEPARTMENTAL EXPENDITURES

CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
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KATRINA RECOVERY  
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CAPITAL OUTLAY

100-900-904-000	FW 0954	EXPENSE	0	0.00	0.00	0.00	0.00	0.00	0.00
100-900-904-002	FW 1356	EXPENSE	0	0.00	0.00	0.00	0.00	0.00	0.00
100-900-904-005	FW 0641	EXP - RUTHERFORD	0	0.00	0.00	0.00	0.00	0.00	0.00
100-900-904-010	FW 2685	EXPENSE	0	0.00	0.00	0.00	0.00	0.00	0.00
100-900-904-013	FW 4013	EXPENSE	0	0.00	0.00	0.00	0.00	0.00	0.00
100-900-904-016	FW 4524	EXPENSE	0	0.00	0.00	0.00	0.00	0.00	0.00
100-900-904-018	FW 5594	EXPENSE	0	0.00	0.00	0.00	0.00	0.00	0.00
100-900-904-019	FW 8990	EXPENSE	0	0.00	0.00	0.00	0.00	0.00	0.00
100-900-904-022	FW 5700	EXPENSE	0	0.00	0.00	0.00	0.00	0.00	0.00
100-900-904-023	FW 5710	EXPENSE	0	0.00	0.00	0.00	0.00	0.00	0.00
100-900-904-024	FW 5765	EXPENSE	0	0.00	0.00	0.00	0.00	0.00	0.00
100-900-904-025	FW 5778	EXPENSE	0	0.00	0.00	0.00	0.00	0.00	0.00
100-900-904-026	FW 5782	EXP - LIFT STARTI	0	0.00	0.00	0.00	0.00	0.00	0.00
100-900-904-029	FW 5872	EXP - WATER SYST	0	0.00	0.00	0.00	0.00	0.00	0.00
100-900-904-033	FW 5936	EXPENSE	0	0.00	0.00	0.00	0.00	0.00	0.00
100-900-904-034	FW 5957	EXPENSE	0	0.00	0.00	0.00	0.00	0.00	0.00
100-900-904-035	FW 5959	EXPENSE	0	0.00	0.00	0.00	0.00	0.00	0.00
100-900-904-037	FW 6026	EXPENSE	0	0.00	0.00	0.00	0.00	0.00	0.00
100-900-904-038	FW 6049	EXPENSE	0	0.00	0.00	0.00	0.00	0.00	0.00
100-900-904-040	FW 6148	EXPENSE	0	0.00	0.00	0.00	0.00	0.00	0.00
100-900-904-042	FW 6678	EXPENSE	0	0.00	0.00	0.00	0.00	0.00	0.00
100-900-904-043	FW 7200	EXPENSE	0	0.00	0.00	0.00	0.00	0.00	0.00
100-900-904-044	FW 7257	EXPENSE	0	0.00	0.00	0.00	0.00	0.00	0.00
100-900-904-045	FW 7368	EXPENSE	0	0.00	0.00	0.00	0.00	0.00	0.00
100-900-904-053	FW 9091	EXPENSE	0	0.00	0.00	0.00	0.00	0.00	0.00
100-900-904-054	FW 9256	EXPENSE	0	0.00	0.00	0.00	0.00	0.00	0.00
100-900-904-056	FW 9382	EXPENSE	0	0.00	0.00	0.00	0.00	0.00	0.00
100-900-904-057	FW 9384	EXPENSE	0	0.00	0.00	0.00	0.00	0.00	0.00
100-900-904-058	FW 9516	EXPENSE	0	0.00	0.00	0.00	0.00	0.00	0.00
100-900-904-059	FW 10623	EXPENSE	0	0.00	0.00	0.00	0.00	0.00	0.00
100-900-904-060	FW 10851	EXPENSE	0	0.00	0.00	0.00	0.00	0.00	0.00
100-900-904-064	FW 10471	EXPENSE	0	0.00	0.00	0.00	0.00	0.00	0.00
100-900-904-065	FEDERAL URBAN SIGN PROJE		0	0.00	0.00	0.00	0.00	0.00	0.00
100-900-905-001	TRANSFER OUT		0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL OUTLAY			0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL KATRINA RECOVERY			0	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES			0	0.00	0.00	0.00	0.00	0.00	0.00
REVENUE OVER/(UNDER) EXPENDITURES			0	0.00	0.15	0.00	0.00	0.15	0.00

115-CDBG FUND  
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 100.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
REVENUE SUMMARY						
GRANTS	0	0.00	0.00	0.00	0.00	0.00
CAPITAL	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	0	0.00	0.00	0.00	0.00	0.00
EXPENDITURE SUMMARY						
CDBG EXPENSES						
CONTRACTUAL SERVICES	0	0.00	0.00	0.00	0.00	0.00
TOTAL CDBG EXPENSES	0	0.00	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
REVENUE OVER/(UNDER) EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00

REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: SEPTEMBER 30TH, 2018

115-CDBG FUND

% OF YEAR COMPLETED: 100.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
GRANTS						
115-000-252-002 CDBG - WATERFRONT/PARKIN	0	0.00	0.00	0.00	0.00	0.00
115-000-252-003 CDBG - DOWNTOWN STREETSC	0	0.00	0.00	0.00	0.00	0.00
115-000-252-004 CDBG - MAIN ST FIRE STAT	0	0.00	0.00	0.00	0.00	0.00
115-000-252-005 CDBG - PLANNING GRANT	0	0.00	0.00	0.00	0.00	0.00
115-000-252-006 CDBG - COMM CTR & VCI	0	0.00	0.00	0.00	0.00	0.00
115-000-252-007 CDBG - HWY 603 FIRE STAT	0	0.00	0.00	0.00	0.00	0.00
115-000-252-008 CDBG - DEPOT DISTRICT IM	0	0.00	0.00	0.00	0.00	0.00
115-000-252-009 CDBG - NEW CITY HALL	0	0.00	0.00	0.00	0.00	0.00
115-000-252-010 CDBG - SENIOR CITIZEN CE	0	0.00	0.00	0.00	0.00	0.00
115-000-252-011 CDBG - BOYS & GIRLS CLUB	0	0.00	0.00	0.00	0.00	0.00
115-000-252-012 CDBG - ATHLETIC COMPLEX	0	0.00	0.00	0.00	0.00	0.00
115-000-252-013 CDBG - WATER TANK IMPROV	0	0.00	0.00	0.00	0.00	0.00
115-000-252-014 CDBG - HISTORIC CITY HAL	0	0.00	0.00	0.00	0.00	0.00
115-000-252-015 CDBG - LONGFELLOW DRIVE	0	0.00	0.00	0.00	0.00	0.00
115-000-252-016 CDBG - DRAINAGE MASTER P	0	0.00	0.00	0.00	0.00	0.00
115-000-252-017 CDBG - HISTORIC TRAIN DE	0	0.00	0.00	0.00	0.00	0.00
115-000-252-018 CDBG - WASHINGTON ST IMP	0	0.00	0.00	0.00	0.00	0.00
115-000-252-019 CDBG - PIER & HARBOR	0	0.00	0.00	0.00	0.00	0.00
115-000-252-020 CDBG - CITY HALL ANNEX	0	0.00	0.00	0.00	0.00	0.00
115-000-252-021 CDBG - HARBOR STUDY	0	0.00	0.00	0.00	0.00	0.00
TOTAL GRANTS	0	0.00	0.00	0.00	0.00	0.00
CAPITAL						
115-000-399-000 BEGINNING/END CASH BALAN	0	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUE	0	0.00	0.00	0.00	0.00	0.00

115-CDBG FUND

% OF YEAR COMPLETED: 100.00

DEPARTMENTAL EXPENDITURES

CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
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CDBG EXPENSES

CONTRACTUAL SERVICES

115-120-501-000 BANK FEES	0	0.00	0.00	0.00	0.00
115-120-517-002 CDBG - WATERFRONT/PARKIN	0	0.00	0.00	0.00	0.00
115-120-517-003 CDBG - DOWNTOWN STREETSC	0	0.00	0.00	0.00	0.00
115-120-517-004 CDBG - MAIN ST FIRE STAT	0	0.00	0.00	0.00	0.00
115-120-517-005 CDBG - PLANNING GRANT	0	0.00	0.00	0.00	0.00
115-120-517-006 CDBG - COMM CTR & VCJ	0	0.00	0.00	0.00	0.00
115-120-517-007 CDBG - HWY 603 FIRE STAT	0	0.00	0.00	0.00	0.00
115-120-517-008 CDBG - DEPOT DISTRICT IM	0	0.00	0.00	0.00	0.00
115-120-517-009 CDBG - NEW CITY HALL	0	0.00	0.00	0.00	0.00
115-120-517-010 CDBG - SENIOR CITIZEN CE	0	0.00	0.00	0.00	0.00
115-120-517-011 CDBG - BOYS AND GIRLS CL	0	0.00	0.00	0.00	0.00
115-120-517-012 CDBG - ATHLETIC COMPLEX	0	0.00	0.00	0.00	0.00
115-120-517-013 CDBG - WATER TANK IMPROV	0	0.00	0.00	0.00	0.00
115-120-517-014 CDBG - HISTORIC CITY HAL	0	0.00	0.00	0.00	0.00
115-120-517-015 CDBG - LONGFELLOW DRIVE	0	0.00	0.00	0.00	0.00
115-120-517-016 CDBG - DRAINAGE MASTER P	0	0.00	0.00	0.00	0.00
115-120-517-017 CDBG - HISTORIC TRAIN DE	0	0.00	0.00	0.00	0.00
115-120-517-018 CDBG - WASHINGTON ST IMP	0	0.00	0.00	0.00	0.00
115-120-517-019 CDBG - PIER & HARBOR	0	0.00	0.00	0.00	0.00
115-120-517-020 CDBG - CITY HALL ANNEX	0	0.00	0.00	0.00	0.00
115-120-517-021 CDBG - HARBOR STUDY	0	0.00	0.00	0.00	0.00
115-120-517-022 TRANSFERS OUT	0	0.00	0.00	0.00	0.00
115-120-517-023 CITY MATCH HWY 603 FIRE	0	0.00	0.00	0.00	0.00
115-120-517-024 CITY MATCH - CITY HALL A	0	0.00	0.00	0.00	0.00
115-120-517-090 PRIOR YEAR ADVANCED EXPE	0	0.00	0.00	0.00	0.00
TOTAL CONTRACTUAL SERVICES	0	0.00	0.00	0.00	0.00
TOTAL CDBG EXPENSES	0	0.00	0.00	0.00	0.00
TOTAL EXPENDITURES	0	0.00	0.00	0.00	0.00
REVENUE OVER/(UNDER) EXPENDITURES	0	0.00	0.00	0.00	0.00

200-DEBT SERVICE FUND  
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 100.00

CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
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REVENUE SUMMARY

TAXES	0	0.00	0.00	0.00	0.00
INTEREST	100	0.00	38.83	61.17	38.83
OTHER	517,833	2,661.39	447,791.15	70,041.85	86.47
CAPITAL	72,081	0.00	0.00	72,081.00	0.00
<b>TOTAL REVENUES</b>	<b>590,014</b>	<b>2,661.39</b>	<b>447,829.98</b>	<b>142,184.02</b>	<b>75.90</b>

EXPENDITURE SUMMARY

DEBT SERVICE	502,832	9,053.24	439,165.23	0.00	63,666.42	87.34
DEBT SERVICE	15,000	0.00	15,000.00	0.00	0.00	100.00
CAPITAL OUTLAY	72,182	0.00	0.00	0.00	72,182.00	0.00
TRANSFERS & OTHER	590,014	8,053.24	454,165.23	0.00	135,848.42	76.98
<b>TOTAL DEBT SERVICE</b>	<b>590,014</b>	<b>8,053.24</b>	<b>454,165.23</b>	<b>0.00</b>	<b>135,848.42</b>	<b>76.98</b>

<b>TOTAL EXPENDITURES</b>	<b>590,014</b>	<b>9,053.24</b>	<b>454,165.23</b>	<b>0.00</b>	<b>135,848.42</b>	<b>76.98</b>
<b>REVENUE OVER/(UNDER) EXPENDITURES</b>	<b>0</b>	<b>( 5,391.85)</b>	<b>( 6,335.25)</b>	<b>0.00</b>	<b>6,335.60</b>	<b>71.43-</b>

200-DEBT SERVICE FUND

% OF YEAR COMPLETED: 100.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
TAXES						
200-000-201-004 DEBT SERVICE AD VALOREM	0	0.00	0.00	0.00	0.00	0.00
TOTAL TAXES	0	0.00	0.00	0.00	0.00	0.00
INTEREST						
200-000-291-000 INTEREST INCOME	100	0.00	38.83	0.00	61.17	38.83
TOTAL INTEREST	100	0.00	38.83	0.00	61.17	38.83
OTHER						
200-000-300-001 AD VALOREM	115,320	2,661.39	112,154.67	0.00	3,165.33	97.26
200-000-300-002 DEBT SVC. - FIRE REBATE	65,000	0.00	65,000.00	0.00	0.00	100.00
200-000-300-003 DEBT SVC. - PUBLIC WORKS	11,735	0.00	11,735.00	0.00	0.00	100.00
200-000-300-005 DEBT SVC. -POLICE ASSETS	137,480	0.00	134,317.70	0.00	3,162.30	97.70
200-000-300-006 R & B TRANSFER IN FOR EQ	70,973	0.00	44,095.29	0.00	26,877.71	62.13
200-000-300-009 CHEVROLET CAPRICES	0	0.00	0.00	0.00	0.00	0.00
200-000-300-012 TRF IN FOR NEW FIRE TRUC	57,591	0.00	57,591.00	0.00	0.00	100.00
200-000-300-013 TRANS IN FR UTIL FUND	40,000	0.00	7,897.49	0.00	32,102.51	19.74
200-000-300-014 TRANSFER IN ADMIN ASSETS	4,734	0.00	0.00	0.00	4,734.00	0.00
200-000-300-303 TRANSFER IN-MUNICIPAL RE	15,000	0.00	15,000.00	0.00	0.00	100.00
TOTAL OTHER	517,833	2,661.39	447,791.15	0.00	70,041.85	86.47
CAPITAL						
200-000-399-000 CASH BALANCE	72,081	0.00	0.00	0.00	72,081.00	0.00
TOTAL CAPITAL	72,081	0.00	0.00	0.00	72,081.00	0.00
TOTAL REVENUE	590,014	2,661.39	447,829.98	0.00	142,184.02	75.90

200-DEBT SERVICE FUND

% OF YEAR COMPLETED: 100.00

DEPARTMENTAL EXPENDITURES

CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
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DEBT SERVICE  
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DEBT SERVICE					
200-000-805-004 BOND PRINCIPAL - 2010	107,500	0.00	107,500.00	0.00	0.00
200-000-805-005 BOND PRINCIPAL - 2014 G/	0	0.00	0.00	0.00	0.00
200-000-805-007 TOYOTA TUNDRA - HDTA	1,604	0.00	1,604.43	0.00	100.00
200-000-805-008 DODGE CHARGERS 2014	16,443	0.00	16,443.22	0.00	100.00
200-000-805-009 CHEVROLET CAPRICES	0	0.00	0.00	0.00	0.00
200-000-805-010 KUBOTA AND CASE TRACTORS	0	0.00	0.00	0.00	0.00
200-000-805-011 JOHN DEERE BOOM CUTTER	17,296	1,441.27	17,295.24	0.00	100.00
200-000-805-012 FIRE LADDER TRUCK	66,885	0.00	66,884.25	0.75	100.00
200-000-805-013 PW KUBOTA 2017 WITH KING	16,128	1,343.98	16,127.76	0.24	100.00
200-000-805-014 PW EQUIP--65K PRICE?	0	0.00	0.00	0.00	0.00
200-000-805-015 UTIL-COMPACT ESCAVATOR	4,103	443.08	3,544.64	558.36	86.39
200-000-805-016 DUMP TRUCK	25,250	0.00	0.00	25,250.00	0.00
200-000-805-017 UTIL-EXCAV. FUSING EQUIP	2,525	321.83	2,574.64	0.00	( 49.64)
200-000-805-018 2 ZERO TURN MOWERS	2,367	275.77	1,654.62	712.38	69.50
200-000-805-019 1/2 PW-1/2 UTIL==2018 BA	37,875	1,185.47	3,556.41	34,318.59	9.39
200-000-805-020 MINI TRACTOR	3,945	0.00	0.00	3,945.00	0.00
200-000-805-021 2017 POLICE CAR	6,628	509.63	3,567.41	3,060.59	53.82
200-000-805-022 CITY HALL CAR	4,734	509.63	3,567.41	1,166.59	75.36
200-000-805-023 DURASPRAY PATCHER	0	882.91	5,297.46	0.00	( 5,297.46)
200-000-805-024 STREET SWEEPER	0	0.00	0.00	0.00	0.00
200-000-810-001 POLICE CARS (10)	112,703	0.00	112,702.64	0.36	100.00
200-000-810-002 PW TRACTOR 2016 kubota	13,676	1,139.67	13,676.04	0.00	( 0.04)
200-000-810-003 2016 CINDER CHASSIS FIRE	55,706	0.00	55,705.92	0.08	100.00
200-000-810-004 BOND INTEREST - 2010	6,638	0.00	6,638.14	0.00	( 0.14)
200-000-810-005 BOND INTEREST SERIES 201	0	0.00	0.00	0.00	0.00
200-000-811-001 BANK FEES	0	0.00	0.00	0.00	0.00
200-000-811-002 BOND ISSUANCE COSTS	825	0.00	825.00	0.00	100.00
TOTAL DEBT SERVICE	502,832	8,053.24	439,165.23	63,666.42	87.34

CAPITAL OUTLAY  
200-000-900-001 TRANSFERS OUT  
TOTAL CAPITAL OUTLAY

TRANSFERS & OTHER  
200-000-951-000 ENDING CASH  
TOTAL TRANSFERS & OTHER

TOTAL DEBT SERVICE

TOTAL EXPENDITURES	590,014	8,053.24	454,165.23	0.00	135,848.42	76.98
REVENUE OVER/(UNDER) EXPENDITURES	0	( 5,391.85)	( 6,335.25)	0.00	6,335.60	71.43-

REVENUE & EXPENSE REPORT (UNAUDITED)

AS OF: SEPTEMBER 30TH, 2018

250-2014 SINKING FUND  
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 100.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
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REVENUE SUMMARY

TAXES	0	0.00	0.00	0.00	0.00	0.00
UTILITY	144,730	0.00	144,730.25	0.00	0.00	100.00
CAPITAL	260,826	0.00	0.00	0.00	260,826.00	0.00
TOTAL REVENUES	405,556	0.00	144,730.25	0.00	260,826.00	35.69

EXPENDITURE SUMMARY

DEBT SERVICE	376,982	0.00	376,981.59	0.00	0.00	100.00
DEBT SERVICE	28,575	0.00	28,574.67	0.00	0.33	100.00
CAPITAL OUTLAY	0	0.00	0.00	0.00	0.00	0.00
TRANSFERS & OTHER	405,557	0.00	405,556.26	0.00	0.33	100.00
TOTAL DEBT SERVICE						

TOTAL EXPENDITURES

TOTAL EXPENDITURES	405,557	0.00	405,556.26	0.00	0.33	100.00
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REVENUE OVER/ (UNDER) EXPENDITURES	( 0)	0.00	( 260,826.01)	0.00	260,825.67	3,532.35
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REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: SEPTEMBER 30TH, 2018

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250-2014 SINKING FUND

% OF YEAR COMPLETED: 100.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
TAXES						
250-000-201-004 DEBT SERVICE AD VALOREM	0	0.00	0.00	0.00	0.00	0.00
TOTAL TAXES	0	0.00	0.00	0.00	0.00	0.00
UTILITY						
250-000-248-000 SINKING TRANSFER IN	144,730	0.00	144,730.25	0.00	0.00	100.00
TOTAL UTILITY	144,730	0.00	144,730.25	0.00	0.00	100.00
CAPITAL						
250-000-399-000 BEGINNING CASH BALANCE	260,826	0.00	0.00	0.00	260,826.00	0.00
TOTAL CAPITAL	260,826	0.00	0.00	0.00	260,826.00	0.00
TOTAL REVENUE	405,556	0.00	144,730.25	0.00	260,826.00	35.69

250-2014 SINKING FUND

% OF YEAR COMPLETED: 100.00

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<b>DEBT SERVICE</b>						
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DEBT SERVICE						
250-000-805-005 2014 BOND PRINCIPAL	370,000	0.00	370,000.00	0.00	0.00	100.00
250-000-810-005 2014 BOND INTEREST	5,132	0.00	5,131.59	0.00	0.00	100.00
250-000-811-002 BOND ADMIN COSTS	1,850	0.00	1,850.00	0.00	0.00	100.00
TOTAL DEBT SERVICE	376,982	0.00	376,981.59	0.00	0.00	100.00
<b>CAPITAL OUTLAY</b>						
250-000-905-001 TRANSFER OUT TO UTIL	28,575	0.00	28,574.67	0.00	0.33	100.00
TOTAL CAPITAL OUTLAY	28,575	0.00	28,574.67	0.00	0.33	100.00
<b>TRANSFERS &amp; OTHER</b>						
250-000-951-000 ENDING CASH BALANCE	0	0.00	0.00	0.00	0.00	0.00
TOTAL TRANSFERS & OTHER	0	0.00	0.00	0.00	0.00	0.00
TOTAL DEBT SERVICE	405,557	0.00	405,556.26	0.00	0.33	100.00
TOTAL EXPENDITURES	405,557	0.00	405,556.26	0.00	0.33	100.00
REVENUE OVER/(UNDER) EXPENDITURES	( 0)	0.00 (	260,826.01)	0.00	260,825.67	3,532.35

270-2016 DEBT SERV R&B BOND  
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 100.00

CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
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REVENUE SUMMARY

TAXES	0	0.00	0.00	0.00	0.00
UTILITY	0	0.00	0.00	0.00	0.00
OTHER	402,206	5,666.98	385,720.51	16,485.56	95.90
CAPITAL	154,206	0.00	0.00	154,206.07	0.00
TOTAL REVENUES	556,412	5,666.98	385,720.51	170,691.63	69.32

EXPENDITURE SUMMARY

DEBT SERVICE	0	0.00	0.00	0.00	0.00
CONTRACTUAL SERVICES	0	0.00	0.00	0.00	0.00
SUPPLIES	247,775	0.00	247,795.00	20.00	100.01
DEBT SERVICE	154,206	0.00	154,306.07	100.00	100.06
CAPITAL OUTLAY	154,431	0.00	0.00	154,431.07	0.00
TRANSFERS & OTHER	556,412	0.00	402,101.07	154,311.07	72.27
TOTAL DEBT SERVICE					
TOTAL EXPENDITURES	556,412	0.00	402,101.07	154,311.07	72.27

REVENUE OVER/(UNDER) EXPENDITURES	0	5,666.98	(16,380.56)	0.00	16,380.56	0.00
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270-2016 DEBT SERV R&B BOND

% OF YEAR COMPLETED: 100.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
TAXES						
270-000-201-006 ROAD & BRIDGE COUNTY FOR	0	0.00	0.00	0.00	0.00	0.00
TOTAL TAXES	0	0.00	0.00	0.00	0.00	0.00
UTILITY						
270-000-248-000 DEBT SERV R&B REV	0	0.00	0.00	0.00	0.00	0.00
TOTAL UTILITY	0	0.00	0.00	0.00	0.00	0.00
OTHER						
270-000-300-302 TRANSFERS IN	248,000	5,666.98	231,514.44	0.00	16,485.56	93.35
270-000-300-303 TRANSFER IN-FIRST BANK A	154,206	0.00	154,206.07	0.00	0.00	100.00
TOTAL OTHER	402,206	5,666.98	385,720.51	0.00	16,485.56	95.90
CAPITAL						
270-000-399-000 BEGINNING CASH BALANCE	154,206	0.00	0.00	0.00	154,206.07	0.00
TOTAL CAPITAL	154,206	0.00	0.00	0.00	154,206.07	0.00
TOTAL REVENUE	556,412	5,666.98	385,720.51	0.00	170,691.63	69.32

270-2016 DEBT SERV R&B BOND % OF YEAR COMPLETED: 100.00

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<b>DEBT SERVICE</b>						
=====						
<b>CONTRACTUAL SERVICES</b>						
270-000-512-000 ENGINEERING	0	0.00	0.00	0.00	0.00	0.00
TOTAL CONTRACTUAL SERVICES	0	0.00	0.00	0.00	0.00	0.00
<b>SUPPLIES</b>						
270-000-611-000 STREET MATERIALS	0	0.00	0.00	0.00	0.00	0.00
TOTAL SUPPLIES	0	0.00	0.00	0.00	0.00	0.00
<b>DEBT SERVICE</b>						
270-000-805-006 2016 R&B PRINCIPAL	150,000	0.00	150,000.00	0.00	0.00	100.00
270-000-810-006 2016 R&B BOND INTEREST	96,375	0.00	96,375.00	0.00	0.00	100.00
270-000-811-000 BANK FEES	1,400	0.00	1,420.00	0.00	20.00	101.43
TOTAL DEBT SERVICE	247,775	0.00	247,795.00	0.00	20.00	100.01
<b>CAPITAL OUTLAY</b>						
270-000-905-001 TRANSFER OUT	154,206	0.00	154,306.07	0.00	100.00	100.06
TOTAL CAPITAL OUTLAY	154,206	0.00	154,306.07	0.00	100.00	100.06
<b>TRANSFERS &amp; OTHER</b>						
270-000-951-000 ENDING CASH	154,431	0.00	0.00	0.00	154,431.07	0.00
TOTAL TRANSFERS & OTHER	154,431	0.00	0.00	0.00	154,431.07	0.00
TOTAL DEBT SERVICE	556,412	0.00	402,101.07	0.00	154,311.07	72.27
TOTAL EXPENDITURES	556,412	0.00	402,101.07	0.00	154,311.07	72.27
REVENUE OVER/(UNDER) EXPENDITURES	0	5,666.98	16,380.56	0.00	16,380.56	0.00

REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: SEPTEMBER 30TH, 2018

300-DOJ FUNDS  
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 100.00

CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
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REVENUE SUMMARY

OTHER	0	0.00	11,506.17	0.00 (	11,506.17)	0.00
CAPITAL	322,810	0.00	0.00	0.00	322,810.00	0.00
<b>TOTAL REVENUES</b>	<b>322,810</b>	<b>0.00</b>	<b>11,506.17</b>	<b>0.00</b>	<b>311,303.83</b>	<b>3.56</b>

EXPENDITURE SUMMARY

<b>TOTAL EXPENDITURES</b>	<b>0</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
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<b>REVENUE OVER/(UNDER) EXPENDITURES</b>	<b>322,810</b>	<b>0.00</b>	<b>11,506.17</b>	<b>0.00</b>	<b>311,303.83</b>	<b>3.56</b>
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300-DOJ FUNDS

% OF YEAR COMPLETED: 100.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
OTHER						
300-000-300-302 TRANSFER IN	0	0.00	0.00	0.00	0.00	0.00
300-000-340-000 DOJ FORFEITED ASSETS	0	0.00	11,506.17	0.00 (	11,506.17)	0.00
TOTAL OTHER	0	0.00	11,506.17	0.00 (	11,506.17)	0.00
CAPITAL						
300-000-399-000 BEGINNING CASH BALANCE	322,810	0.00	0.00	0.00	322,810.00	0.00
TOTAL CAPITAL	322,810	0.00	0.00	0.00	322,810.00	0.00
TOTAL REVENUE	322,810	0.00	11,506.17	0.00	311,303.83	3.56

300-DOJ FUNDS

% OF YEAR COMPLETED: 100.00

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
TOTAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
REVENUE OVER/(UNDER) EXPENDITURES	322,810	0.00	11,506.17	0.00	311,303.83	3.56

330-2016 R&B CONSTRUCTION FND  
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 100.00

CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
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REVENUE SUMMARY

INTEREST	0	0.00	40.31	0.00 (	40.31)	0.00
OTHER	0	0.00	0.00	0.00	0.00	0.00
CAPITAL	283,621	0.00	0.00	283,621.00	0.00	0.00
TOTAL REVENUES	283,621	0.00	40.31	283,580.69	0.00	0.01

EXPENDITURE SUMMARY

STREETS AND PUBLIC WORKS						
CONTRACTUAL SERVICES	20,000	0.00	9,700.00	0.00	10,300.00	48.50
SUPPLIES	0	2,173.47	2,173.47	0.00 (	2,173.47)	0.00
CAPITAL OUTLAY	263,621	0.00	269,635.40	0.00 (	6,014.40)	102.28
TOTAL STREETS AND PUBLIC WORKS	283,621	2,173.47	281,508.87	0.00	2,112.13	99.26

TOTAL EXPENDITURES

283,621	2,173.47	281,508.87	0.00	2,112.13	99.26
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REVENUE OVER/(UNDER) EXPENDITURES

0 (	2,173.47)	(	281,468.56)	0.00	281,468.56	0.00
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REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: SEPTEMBER 30TH, 2018

330-2016 R&B CONSTRUCTION FND

% OF YEAR COMPLETED: 100.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
INTEREST						
330-000-290-000 INTEREST INCOME	0	0.00	40.31	0.00 (	40.31)	0.00
TOTAL INTEREST	0	0.00	40.31	0.00 (	40.31)	0.00
OTHER						
330-000-300-302 TRANSFERS IN	0	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER	0	0.00	0.00	0.00	0.00	0.00
CAPITAL						
330-000-391-000 BOND PROCEEDS	0	0.00	0.00	0.00	0.00	0.00
330-000-399-000 BEGINNING CASH BALANCE	283,621	0.00	0.00	0.00	283,621.00	0.00
TOTAL CAPITAL	283,621	0.00	0.00	0.00	283,621.00	0.00
TOTAL REVENUE	283,621	0.00	40.31	0.00	283,580.69	0.01

330-2016 R&B CONSTRUCTION FND

% OF YEAR COMPLETED: 100.00

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
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STREETS AND PUBLIC WORKS

CONTRACTUAL SERVICES						
330-300-505-000 BOND ISSUANCE COSTS	0	0.00	0.00	0.00	0.00	0.00
330-300-512-000 ENGINEERING SERVICES	20,000	0.00	9,700.00	0.00	10,300.00	48.50
330-300-544-000 LEGAL FEES	0	0.00	0.00	0.00	0.00	0.00
TOTAL CONTRACTUAL SERVICES	20,000	0.00	9,700.00	0.00	10,300.00	48.50

SUPPLIES						
330-300-611-000 STREET MATERIALS	0	2,173.47	2,173.47	0.00	2,173.47	0.00
TOTAL SUPPLIES	0	2,173.47	2,173.47	0.00	2,173.47	0.00

CAPITAL OUTLAY						
330-300-912-000 CAPITAL OUTLAY-STREETS	263,621	0.00	269,635.40	0.00	6,014.40	102.28
TOTAL CAPITAL OUTLAY	263,621	0.00	269,635.40	0.00	6,014.40	102.28

TOTAL STREETS AND PUBLIC WORKS	283,621	2,173.47	281,508.87	0.00	2,112.13	99.26
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TOTAL EXPENDITURES	283,621	2,173.47	281,508.87	0.00	2,112.13	99.26
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REVENUE OVER/(UNDER) EXPENDITURES	0	(2,173.47)	281,468.56	0.00	281,468.56	0.00
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350-COUNTY ROAD & BRIDGE  
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 100.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
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REVENUE SUMMARY

OTHER	273,480	6,507.34	222,556.95	0.00	50,923.05	81.38
CAPITAL	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	273,480	6,507.34	222,556.95	0.00	50,923.05	81.38

EXPENDITURE SUMMARY

GENERAL	0	0.00	0.00	0.00	0.00	0.00
DEBT SERVICE	115,973	15,370.58	97,612.66	32,104.00	13,743.66	111.85
CAPITAL OUTLAY	0	0.00	0.00	0.00	0.00	0.00
TRANSFERS & OTHER	115,973	15,370.58	97,612.66	32,104.00	13,743.66	111.85
TOTAL GENERAL	115,973	15,370.58	97,612.66	32,104.00	13,743.66	111.85

TOTAL EXPENDITURES	115,973	15,370.58	97,612.66	32,104.00	13,743.66	111.85
REVENUE OVER/(UNDER) EXPENDITURES	157,507	( 8,863.24)	124,944.29	( 32,104.00)	64,666.71	58.94

REVENUE & EXPENSE REPORT (UNAUDITED)  
AS OF: SEPTEMBER 30TH, 2018

350-COUNTY ROAD & BRIDGE

% OF YEAR COMPLETED: 100.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
OTHER						
350-000-300-302 TRANSFERS IN	136,740	3,297.37	132,419.65	0.00	4,320.35	96.84
350-000-340-000 COUNTY ROAD & BRIDGE REV	136,740	3,209.97	90,137.30	0.00	46,602.70	65.92
TOTAL OTHER	273,480	6,507.34	222,556.95	0.00	50,923.05	81.38
CAPITAL						
350-000-399-000 BEG CASH BALANCE	0	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUE	273,480	6,507.34	222,556.95	0.00	50,923.05	81.38

350-COUNTY ROAD & BRIDGE

% OF YEAR COMPLETED: 100.00

DEPARTMENTAL EXPENDITURES

CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
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GENERAL  
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DEBT SERVICE					
350-000-811-001 BANK FEES	0	0.00	0.00	0.00	0.00
TOTAL DEBT SERVICE	0	0.00	0.00	0.00	0.00

CAPITAL OUTLAY

350-000-905-001 TRANSFERS OUT DEBT SERV	70,973	0.00	46,595.40	0.00	24,377.60	65.65
350-000-912-000 CAPITAL OUTLAY-STREETS	45,000	15,370.58	27,049.82	32,104.00 (	14,153.82)	131.45
350-000-912-001 CAPITAL OUTLAY-SEMINARY	0	0.00	23,967.44	0.00 (	23,967.44)	0.00
TOTAL CAPITAL OUTLAY	115,973	15,370.58	97,612.66	32,104.00 (	13,743.66)	111.85

TRANSFERS & OTHER

350-000-951-000 ENDING CASH BALANCE	0	0.00	0.00	0.00	0.00	0.00
TOTAL TRANSFERS & OTHER	0	0.00	0.00	0.00	0.00	0.00

TOTAL GENERAL	115,973	15,370.58	97,612.66	32,104.00 (	13,743.66)	111.85
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TOTAL EXPENDITURES	115,973	15,370.58	97,612.66	32,104.00 (	13,743.66)	111.85
REVENUE OVER/(UNDER) EXPENDITURES	157,507 (	8,863.24)	124,944.29 (	32,104.00)	64,666.71	58.94

400-UTILITY FUND  
FINANCIAL SUMMARY

% OF YEAR COMPLETED: 100.00

CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
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REVENUE SUMMARY

UTILITY OPERATING	3,408,107	250,394.82	3,559,822.42	0.00 (	151,715.42)	104.45
INTEREST	0	0.00	0.00	0.00 (	0.00)	0.00
OTHER	800	0.00	966.01	0.00 (	166.01)	120.75
CAPITAL	285,648	821.67	307,514.48	0.00 (	21,866.48)	107.66
TOTAL REVENUES	629,776	0.00 (	0.45)	0.00	629,776.45	0.00
TOTAL EXPENDITURES	4,324,331	251,206.49	3,868,302.46	0.00	456,028.54	89.45

EXPENDITURE SUMMARY

ADMINISTRATION	108,581	0.00	79,484.02	0.00	29,096.78	73.20
PERSONNEL SERVICES	917,774	2,950.99	849,494.88	175.00	68,104.37	92.58
CONTRACTUAL SERVICES	23,700	2,126.00	24,301.31	247.50 (	848.81)	103.58
SUPPLIES	2,000	0.00	0.00	0.00	2,000.00	0.00
CAPITAL OUTLAY	1,052,055	5,076.99	953,280.21	422.50	98,352.34	90.65
TOTAL ADMINISTRATION						

UTILITY OPERATIONS	464,263 (	26.52)	420,815.76	0.00	43,447.64	90.64
PERSONNEL SERVICES	1,670,661	144,169.97	1,738,195.71	9,851.02 (	77,386.09)	104.63
CONTRACTUAL SERVICES	349,720	32,800.22	392,640.72	5,665.18 (	48,585.99)	113.89
SUPPLIES	68,703	0.00	2,400.00	18,702.65	47,600.35	30.72
CAPITAL OUTLAY	2,553,347	176,943.67	2,554,052.19	34,218.85 (	34,924.09)	101.37
TOTAL UTILITY OPERATIONS						

CITY SERVICES (OTHER)	718,929	0.00	0.00	0.00	718,929.00	0.00
TRANSFERS & OTHER	718,929	0.00	0.00	0.00	718,929.00	0.00
TOTAL CITY SERVICES (OTHER)						

TOTAL EXPENDITURES	4,324,331	182,020.66	3,507,332.40	34,641.35	782,357.25	81.91
REVENUE OVER/(UNDER) EXPENDITURES	0	69,185.83	360,970.06 (	34,641.35) (	326,328.71)	0.00

400-UTILITY FUND

% OF YEAR COMPLETED: 100.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<b>UTILITY</b>						
400-000-240-000 WATER INCOME	559,000	46,107.56	589,588.36	0.00 (	30,588.36)	105.47
400-000-241-000 SERVICE CONNECTION INCOM	27,000	2,200.00	22,864.55	0.00	4,135.45	84.68
400-000-242-000 SEWER INCOME	826,724	68,211.43	878,493.59	0.00 (	51,769.59)	106.26
400-000-243-000 WASTE WATER INCOME	707,000	52,077.58	73,402.31	0.00 (	6,402.31)	100.91
400-000-244-000 GAS INCOME	553,000	34,323.20	618,917.63	0.00 (	65,917.63)	111.92
400-000-245-000 GARBAGE COLLECTION INCOM	361,860	30,597.46	359,694.62	0.00	2,175.38	99.40
400-000-246-000 GARBAGE COLLECTION - COU	144,300	9,742.59	154,963.36	0.00 (	10,663.36)	107.39
400-000-247-000 LATE PAYMENT PENALTY INC	84,000	7,125.00	76,735.00	0.00	7,265.00	91.35
400-000-248-000 DEBT SERVICE FEE REVENUE	145,223	0.00	145,173.00	0.00	50.00	99.97
TOTAL UTILITY	3,408,107	250,384.82	3,559,822.42	0.00 (	151,715.42)	104.45
<b>OPERATING</b>						
400-000-250-000 GRAPPLE TRUCK SERVICES	0	0.00	0.00	0.00	0.00	0.00
TOTAL OPERATING	0	0.00	0.00	0.00	0.00	0.00
<b>INTEREST</b>						
400-000-290-000 INTEREST INCOME	800	0.00	966.01	0.00 (	166.01)	120.75
TOTAL INTEREST	800	0.00	966.01	0.00 (	166.01)	120.75
<b>OTHER</b>						
400-000-300-000 OTHER INCOME	13,000	821.67	19,214.33	0.00 (	6,214.33)	147.80
400-000-300-002 TRANSFERS IN TO CAM	244,073	0.00	258,963.01	0.00 (	14,890.01)	106.10
400-000-300-003 TRANSFER IN-POOLED CASH	0	0.00	0.00	0.00	0.00	0.00
400-000-300-004 TRANSFER IN FR 2014 BOND	28,575	0.00	29,337.14	0.00 (	762.14)	102.67
TOTAL OTHER	285,648	821.67	307,514.48	0.00 (	21,866.48)	107.66
<b>CAPITAL</b>						
400-000-395-000 OTHER FUNDING-LEASES	18,703	0.00	0.00	0.00	18,703.00	0.00
400-000-399-000 ADD BEGINNING CASH BALAN	163,745	0.00	0.00	0.00	163,745.00	0.00
400-000-399-001 BEG CASH BALANCE Cam ACC	447,328	0.00 (	0.45)	0.00	447,328.45	0.00
TOTAL CAPITAL	629,776	0.00 (	0.45)	0.00	629,776.45	0.00
TOTAL REVENUE	4,324,331	251,206.49	3,868,302.46	0.00	456,028.54	89.45

400-UTILITY FUND

% OF YEAR COMPLETED: 100.00

DEPARTMENTAL EXPENDITURES

CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
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ADMINISTRATION

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PERSONNEL SERVICES

400-120-400-000 PAYROLL	77,237	0.00	54,632.38	0.00	22,604.42	70.73
400-120-401-000 OVERTIME PAYROLL EXPENSE	500	0.00	742.31	0.00	242.31	148.46
400-120-403-000 PERS	12,231	0.00	9,937.19	0.00	2,293.81	81.25
400-120-404-000 FICA	5,941	0.00	4,268.38	0.00	1,672.62	71.85
400-120-405-000 EMPLOYEE INSURANCE	12,156	0.00	9,485.18	0.00	2,670.82	78.03
400-120-406-000 UNEMPLOYMENT	98	0.00	0.58	0.00	97.42	0.59
400-120-407-000 WORKERS' COMPENSATION	418	0.00	418.00	0.00	0.00	100.00
TOTAL PERSONNEL SERVICES	108,581	0.00	79,484.02	0.00	29,096.78	73.20

CONTRACTUAL SERVICES

400-120-500-000 AUDIT FEES	16,000	0.00	1,000.00	0.00	15,000.00	6.25
400-120-500-001 AUDIT FEES-UTILITY ACCOU	0	0.00	0.00	0.00	0.00	0.00
400-120-501-000 BANK FEES	3,000	0.00	972.34	0.00	2,027.66	32.41
400-120-503-000 CREDIT CARD FEES	3,600	0.00	0.00	0.00	3,600.00	0.00
400-120-503-003 2014 W&S TRF TO SINKING	144,730	0.00	144,730.25	0.00	0.00	100.00
400-120-504-003 BOND INTEREST W&S	0	0.00	0.00	0.00	0.00	0.00
400-120-510-000 COMPUTER/SOFTWARE	14,200	19.98	13,344.20	0.00	855.80	93.97
400-120-511-000 INDIRECT GENERAL FUND EX	200,000	0.00	200,000.00	0.00	0.00	100.00
400-120-512-000 TRANSFER OUT TO CAM	244,073	0.00	258,963.01	0.00	14,890.01	106.10
400-120-512-001 TRANSFER OUT DEBT	50,921	0.00	8,659.96	0.00	42,261.04	17.01
400-120-512-002 TRANSFER OUT-CAM TO 001	0	0.00	0.00	0.00	0.00	0.00
400-120-516-000 GENERAL INSURANCE	100,000	0.00	82,906.58	0.00	17,093.42	82.91
400-120-518-000 KATRINA CLOSE OUT COSTS	119,500	0.00	119,462.67	0.00	37.33	99.97
400-120-521-000 MAINTENANCE AGREEMENTS	11,000	1,671.47	7,677.76	0.00	3,322.24	69.80
400-120-530-000 TELEPHONE EXPENSE	10,000	960.52	11,479.09	0.00	1,479.09	114.79
400-120-533-000 WORKSHOPS, SEMINARS & TR	500	299.02	299.02	175.00	25.98	94.80
400-120-539-000 DEPRECIATION EXPENSE	0	0.00	0.00	0.00	0.00	0.00
400-120-550-000 CASH OVER/SHORT	200	0.00	0.00	0.00	200.00	0.00
400-120-568-000 MEDICAL EXPENSES	50	0.00	0.00	0.00	50.00	0.00
TOTAL CONTRACTUAL SERVICES	917,774	2,950.99	849,494.88	175.00	68,104.37	92.58

SUPPLIES

400-120-606-000 FIDELITY BONDS	500	326.00	326.00	0.00	174.00	65.20
400-120-612-000 OFFICE SUPPLIES	4,000	0.00	4,725.31	247.50	972.81	124.32
400-120-614-000 POSTAGE	19,200	1,800.00	19,250.00	0.00	50.00	100.26
TOTAL SUPPLIES	23,700	2,126.00	24,301.31	247.50	848.81	103.58

CAPITAL OUTLAY

400-120-900-000 CAPITAL EXPENSE	2,000	0.00	0.00	0.00	2,000.00	0.00
TOTAL CAPITAL OUTLAY	2,000	0.00	0.00	0.00	2,000.00	0.00

TOTAL ADMINISTRATION

1,052,055	5,076.99	953,280.21	422.50	98,352.34	90.65
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400-UTILITY FUND

% OF YEAR COMPLETED: 100.00

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<b>UTILITY OPERATIONS</b>						
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<b>PERSONNEL SERVICES</b>						
400-700-400-000 PAYROLL	306,464	0.00	276,319.97	0.00	30,144.43	90.16
400-700-401-000 OVERTIME	16,000	0.00	12,066.69	0.00	3,933.31	75.42
400-700-403-000 PERS	50,788	0.00	49,676.03	0.00	1,111.97	97.81
400-700-404-000 FICA	24,668	0.00	22,432.47	0.00	2,235.53	90.94
400-700-405-000 EMPLOYEE INSURANCE	53,236 (	26.52)	47,519.97	0.00	5,716.03	89.26
400-700-406-000 UNEMPLOYMENT	315	0.00	8.63	0.00	306.37	2.74
400-700-407-000 WORKERS COMPENSATION	12,792	0.00	12,792.00	0.00	0.00	100.00
TOTAL PERSONNEL SERVICES	464,263 (	26.52)	420,815.76	0.00	43,447.64	90.64
<b>CONTRACTUAL SERVICES</b>						
400-700-512-000 ENGINEERING	4,000	0.00	1,550.00	0.00	2,450.00	38.75
400-700-513-000 EQUIPMENT RENTAL	1,361	638.19	10,716.23	40.00 (	9,395.59)	790.53
400-700-521-000 MAINTENANCE AGREEMENT-TA	0	0.00	0.00	0.00	0.00	0.00
400-700-526-000 REPAIRS & MAINT - EQUIPM	50,000	1,226.08	133,410.90	7,129.21 (	90,540.11)	281.08
400-700-526-001 REPAIR & MAINT - EQUIPM T	0	0.00	0.00	0.00	0.00	0.00
400-700-527-000 REPAIRS & MAINT - PROPER	10,000	959.06	10,655.85	2,606.75 (	3,262.60)	132.63
400-700-528-000 REPAIRS & MAINT - VEHICL	3,200	504.87	5,070.45	75.06 (	1,945.51)	160.80
400-700-531-000 UTILITIES	124,000	10,721.27	131,491.29	0.00 (	7,491.29)	106.04
400-700-533-000 WORKSHOPS, SEMINARS & TR	1,000	0.00	350.00	0.00	650.00	35.00
400-700-535-000 WASTEWATER EXPENSE	961,000	74,566.98	917,737.03	0.00	43,262.97	95.50
400-700-536-000 TESTING & ANALYSIS	19,000	11,859.00	14,875.81	0.00	4,124.19	78.29
400-700-541-000 GARBAGE EXPENSE	496,600	43,694.52	512,298.15	0.00 (	15,698.15)	103.16
400-700-542-000 DEBRIS REMOVAL	0	0.00	0.00	0.00	0.00	0.00
400-700-568-000 MEDICAL EXPENSES	500	0.00	40.00	0.00	460.00	8.00
TOTAL CONTRACTUAL SERVICES	1,670,661	144,169.97	1,738,195.71	9,851.02 (	77,386.09)	104.63
<b>SUPPLIES</b>						
400-700-606-000 FIDELITY BOND	300	0.00	0.00	0.00	300.00	0.00
400-700-613-000 OPERATING SUPPLIES	88,000	8,365.88	87,024.25	5,665.18 (	4,689.43)	105.33
400-700-616-000 FUEL EXPENSE	5,000	0.00	5,075.96	0.00 (	75.96)	101.52
400-700-617-000 NATURAL GAS PURCHASE	255,000	24,434.34	298,764.85	0.00 (	43,764.85)	117.16
400-700-618-001 MISCELLANEOUS	70	0.00 (	3.84)	0.00	73.75	5.49-
400-700-620-000 LIFT STATION MONITORING	1,350	0.00	1,779.50	0.00 (	429.50)	131.81
TOTAL SUPPLIES	349,720	32,800.22	392,640.72	5,665.18 (	48,585.99)	113.89
<b>CAPITAL OUTLAY</b>						
400-700-900-000 CAPITAL EXPENSE	18,703	0.00	2,400.00	18,702.65 (	2,399.65)	112.83
400-700-900-001 CAPITAL EXP-CAM ACCOUNT	50,000	0.00	0.00	0.00	50,000.00	0.00
400-700-905-200 TRANSFER OUT DEBT SERV	0	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL OUTLAY	68,703	0.00	2,400.00	18,702.65	47,600.35	30.72
TOTAL UTILITY OPERATIONS	2,553,347	176,943.67	2,554,052.19	34,218.85 (	34,924.09)	101.37

400-UTILITY FUND

% OF YEAR COMPLETED: 100.00

DEPARTMENTAL EXPENDITURES

CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
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CITY SERVICES (OTHER)

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TRANSFERS & OTHER

400-900-951-000 ENDING CASH BALANCE-OPER	77,888	0.00	0.00	0.00	77,888.00	0.00
400-900-951-001 ENDING CASH BALANCE-O&M	641,041	0.00	0.00	0.00	641,041.00	0.00
TOTAL TRANSFERS & OTHER	718,929	0.00	0.00	0.00	718,929.00	0.00

TOTAL CITY SERVICES (OTHER)

	718,929	0.00	0.00	0.00	718,929.00	0.00
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TOTAL EXPENDITURES

	4,324,331	182,020.66	3,507,332.40	34,641.35	782,357.25	81.91
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REVENUE OVER/(UNDER) EXPENDITURES

	0	69,185.83	360,970.06	34,641.35	326,328.71	0.00
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450-MUNICIPAL HARBOR FUND  
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 100.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
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REVENUE SUMMARY

OPERATING	1,035,968	60,614.30	749,217.88	0.00	336,749.62	68.99
GRANTS	0	(6.11)	6,858.57	0.00	(6,858.57)	0.00
INTEREST	150	0.00	72.04	0.00	77.96	48.03
OTHER	50,250	0.00	144.71	0.00	50,105.29	0.29
CAPITAL	157,661	0.00	0.00	0.00	157,661.00	0.00

TOTAL REVENUES

	1,294,029	60,608.19	756,293.20	0.00	537,735.30	58.44
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EXPENDITURE SUMMARY

HARBOR EXPENSE	257,059	0.00	239,973.67	0.00	17,085.33	93.35
PERSONNEL SERVICES	144,075	15,874.64	120,745.41	3,221.11	20,108.48	86.04
CONTRACTUAL SERVICES	185,750	22,684.21	258,432.13	2,736.78	(75,418.91)	140.60
SUPPLIES	707,145	0.00	0.00	0.00	707,145.00	0.00
CAPITAL OUTLAY	1,294,029	38,558.85	619,151.21	5,957.89	668,919.90	48.31
TOTAL HARBOR EXPENSE						

TOTAL EXPENDITURES

	1,294,029	38,558.85	619,151.21	5,957.89	668,919.90	48.31
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REVENUE OVER/(UNDER) EXPENDITURES

	( )	22,049.34	137,141.99	(5,957.89)	131,184.60	6,820.00-
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450-MUNICIPAL HARBOR FUND

% OF YEAR COMPLETED: 100.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<b>OPERATING</b>						
450-000-250-001 DMR PIER/HARBOR GRANT	444,000	2,126.33	4,131.33	0.00	439,868.67	0.93
450-000-250-002 FESTIVAL/RENTAL REVENUE	2,000	300.00	1,900.00	0.00	100.00	95.00
450-000-250-003 SLIP RENTAL REVENUE	295,000	25,628.00	313,814.56	0.00	18,814.56	106.38
450-000-250-004 SLIP UTILITY/CLEAN MARTIN	72,000	5,731.20	75,276.95	0.00	3,276.95	104.55
450-000-250-005 FUEL SALES	221,500	25,563.70	298,361.13	0.00	76,861.13	134.70
450-000-250-006 TRANSIENT DOCKAGE REVENUE	18,000	457.20	18,161.79	0.00	161.79	100.90
450-000-250-007 CREDIT CARD PROCESSING	6,000	786.35	9,245.47	0.00	3,245.47	154.09
450-000-250-008 ICE SALES	2,500	21.52	3,359.15	0.00	859.15	134.37
450-000-250-009 DMR/CLEAN VESSEL ACT GRA	24,968	0.00	24,967.50	0.00	0.00	100.00
TOTAL OPERATING	1,085,968	60,614.30	749,217.88	0.00	336,749.62	68.99
<b>GRANTS</b>						
450-000-257-017 MISCELLANEOUS INCOME	0	0.00	6,964.68	0.00	6,964.68	0.00
450-000-257-018 LATE FEE REVENUE	0	6.11	106.11	0.00	106.11	0.00
TOTAL GRANTS	0	6.11	6,858.57	0.00	6,858.57	0.00
<b>INTEREST</b>						
450-000-290-000 INTEREST INCOME	150	0.00	72.04	0.00	77.96	48.03
TOTAL INTEREST	150	0.00	72.04	0.00	77.96	48.03
<b>OTHER</b>						
450-000-300-000 OTHER INCOME	250	0.00	144.71	0.00	105.29	57.88
450-000-300-302 TRANSFER IN	50,000	0.00	0.00	0.00	50,000.00	0.00
TOTAL OTHER	50,250	0.00	144.71	0.00	50,105.29	0.29
<b>CAPITAL</b>						
450-000-399-000 BEG CASH BALANCE-OPER	92,661	0.00	0.00	0.00	92,661.00	0.00
450-000-399-001 BEG CASH BALANCE-CAM	65,000	0.00	0.00	0.00	65,000.00	0.00
TOTAL CAPITAL	157,661	0.00	0.00	0.00	157,661.00	0.00
<b>TOTAL REVENUE</b>	<b>1,294,029</b>	<b>60,608.19</b>	<b>756,293.20</b>	<b>0.00</b>	<b>537,735.30</b>	<b>58.44</b>

450-MUNICIPAL HARBOR FUND

% OF YEAR COMPLETED: 100.00

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<b>HARBOR EXPENSE</b>						
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<b>PERSONNEL SERVICES</b>						
450-120-400-000 PAYROLL	174,434	0.00	157,369.85	0.00	17,064.15	90.22
450-120-401-000 OVERTIME PAYROLL EXPENSE	3,500	0.00	3,107.77	0.00	392.23	89.79
450-120-403-000 PERS	26,735	0.00	28,269.20	0.00	1,534.20	105.74
450-120-404-000 FICA	13,612	0.00	12,741.94	0.00	870.06	93.61
450-120-405-000 EMPLOYEE INSURANCE	24,313	0.00	24,201.96	0.00	111.04	99.54
450-120-406-000 UNEMPLOYMENT	135	0.00	12.95	0.00	182.05	6.64
450-120-407-000 WORKERS' COMPENSATION	14,270	0.00	14,270.00	0.00	0.00	100.00
TOTAL PERSONNEL SERVICES	257,059	0.00	239,973.67	0.00	17,085.33	93.35
<b>CONTRACTUAL SERVICES</b>						
450-120-500-000 AUDIT FEES	2,000	0.00	2,000.00	0.00	0.00	100.00
450-120-501-000 BANK FEES	6,000	0.00	1,684.64	0.00	4,315.36	28.08
450-120-510-000 COMPUTER/SOFTWARE	2,800	19.98	1,347.35	279.99	1,172.66	58.12
450-120-512-000 ENGINEERING-GRANT REIMB	24,000	3,191.25	10,260.00	0.00	13,740.00	42.75
450-120-512-001 ENGINEERING -NOT GRANT	4,000	0.00	1,605.00	0.00	2,395.00	40.13
450-120-513-000 EQUIPMENT RENTAL	1,000	0.00	0.00	1,000.00	0.00	100.00
450-120-516-000 GENERAL INSURANCE	12,200	0.00	11,479.07	0.00	720.93	94.09
450-120-526-000 REPAIRS & MAINT - EQUIPM	3,000	0.00	2,391.60	654.44	46.04	101.53
450-120-526-000 REPAIRS & MAINT - VEHICL	6,000	1,268.63	4,869.37	1,277.10	146.47	102.44
450-120-526-005 R&PP	1,000	0.00	380.40	0.00	619.60	38.04
450-120-530-000 TELEPHONE	4,500	202.70	3,450.84	0.00	1,049.16	76.69
450-120-531-000 UTILITIES	68,000	9,773.84	71,839.80	0.00	3,839.80	105.65
450-120-533-000 WORKSHOPS, SEMINARS, TRA	500	0.00	0.00	0.00	500.00	0.00
450-120-539-000 DEPRECIATION EXPENSE	0	0.00	0.00	0.00	0.00	0.00
450-120-541-000 GARBAGE EXPENSE	0	0.00	0.00	0.00	0.00	0.00
450-120-542-000 OPERATING EXPENSES	6,000	1,166.40	6,190.51	9.58	200.09	103.33
450-120-543-000 PUBLICATIONS	500	0.00	0.00	0.00	500.00	0.00
450-120-544-000 LEGAL FEES	1,000	0.00	1,710.08	0.00	710.08	171.01
450-120-549-000 JANITORIAL SUPPLIES	1,500	251.84	1,471.75	0.00	28.25	98.12
450-120-550-000 IS - HARBOR ACCOUNT	0	0.00	0.00	0.00	0.00	0.00
450-120-568-000 MEDICAL EXPENSES	75	0.00	65.00	0.00	10.00	86.67
TOTAL CONTRACTUAL SERVICES	144,075	15,874.64	120,745.41	3,221.11	20,108.48	86.04
<b>SUPPLIES</b>						
450-120-600-000 HARBOR INDIRECT EXPENSE	20,000	0.00	20,000.00	0.00	0.00	100.00
450-120-612-000 OFFICE SUPPLIES	1,000	0.00	266.26	0.00	733.74	26.63
450-120-613-000 OPERATING SUPPLIES	5,900	515.69	3,345.77	2,736.78	182.55	103.09
450-120-614-000 POSTAGE	850	0.00	850.00	0.00	0.00	100.00
450-120-615-000 UNIFORMS	3,000	151.64	3,103.34	0.00	103.34	103.44
450-120-616-000 FUEL PURCHASE EXPENSE	155,000	22,016.88	230,866.76	0.00	75,866.76	148.95
TOTAL SUPPLIES	185,750	22,684.21	258,432.13	2,736.78	75,418.91	140.60

450-MUNICIPAL HARBOR FUND

% OF YEAR COMPLETED: 100.00

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<b>CAPITAL OUTLAY</b>						
450-120-900-000 CAPITAL EXPENSE	420,000	0.00	0.00	0.00	420,000.00	0.00
450-120-900-001 TRANSFERS OUT TO O&M	50,000	0.00	0.00	0.00	50,000.00	0.00
450-120-900-900 ENDING CASH BAL-OEPR	122,145	0.00	0.00	0.00	122,145.00	0.00
450-120-900-901 ENDING CASH BALANCE CAM	115,000	0.00	0.00	0.00	115,000.00	0.00
TOTAL CAPITAL OUTLAY	707,145	0.00	0.00	0.00	707,145.00	0.00

TOTAL HARBOR EXPENSE 1,294,029 38,558.85 619,151.21 5,957.89 668,919.90 48.31

TOTAL EXPENDITURES 1,294,029 38,558.85 619,151.21 5,957.89 668,919.90 48.31

REVENUE OVER/(UNDER) EXPENDITURES ( 1) 22,049.34 137,141.99 ( 5,957.89) ( 131,184.60) 6,820.00-

650-COMMUNITY HALL UNEARNED  
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 100.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<b>REVENUE SUMMARY</b>						
OTHER	0	42.60	1,402.75	0.00 (	1,402.75)	0.00
TOTAL REVENUES	0	42.60	1,402.75	0.00 (	1,402.75)	0.00
<b>EXPENDITURE SUMMARY</b>						
TOTAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
REVENUE OVER/ (UNDER) EXPENDITURES	0	42.60	1,402.75	0.00 (	1,402.75)	0.00

650-COMMUNITY HALL UNEARNED

% OF YEAR COMPLETED: 100.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
OTHER	0	42.60	1,402.75	0.00 (	1,402.75)	0.00
650-000-300-000 OTHER INCOME	0	42.60	1,402.75	0.00 (	1,402.75)	0.00
TOTAL OTHER	0	42.60	1,402.75	0.00 (	1,402.75)	0.00
TOTAL REVENUE	0	42.60	1,402.75	0.00 (	1,402.75)	0.00

650-COMMUNITY HALL UNEARNED

% OF YEAR COMPLETED: 100.00

DEPARTMENTAL EXPENDITURES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
TOTAL EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00
REVENUE OVER/(UNDER) EXPENDITURES	0	42.60	1,402.75	0.00	1,402.75	0.00

654-UNEMPLOYMENT FUND  
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 100.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
REVENUE SUMMARY						
INTEREST	0	0.00	68.99	0.00 (	68.99)	0.00
OTHER	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	0	0.00	68.99	0.00 (	68.99)	0.00
REVENUE OVER/(UNDER) EXPENDITURES	0	0.00	68.99	0.00 (	68.99)	0.00

654-UNEMPLOYMENT FUND

% OF YEAR COMPLETED: 100.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
INTEREST						
654-000-290-000 INTEREST INCOME	0	0.00	68.99	0.00 (	68.99)	0.00
TOTAL INTEREST	0	0.00	68.99	0.00 (	68.99)	0.00
OTHER						
654-000-300-304 TRANSFER IN	0	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUE	0	0.00	68.99	0.00 (	68.99)	0.00
REVENUE OVER/(UNDER) EXPENDITURES	0	0.00	68.99	0.00 (	68.99)	0.00

999-POOLED CASH  
 FINANCIAL SUMMARY

% OF YEAR COMPLETED: 100.00

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
REVENUE SUMMARY						
CAPITAL	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	0	0.00	0.00	0.00	0.00	0.00
REVENUE OVER/(UNDER) EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00

999-POOLED CASH

% OF YEAR COMPLETED: 100.00

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
CAPITAL						
999-000-399-000 BEGINNING/END CASH BALAN	0	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL	0	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUE	0	0.00	0.00	0.00	0.00	0.00
REVENUE OVER/(UNDER) EXPENDITURES	0	0.00	0.00	0.00	0.00	0.00

**AGREEMENT  
BETWEEN OWNER AND ENGINEER  
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of \_\_\_\_\_ ("Effective Date") between  
City Of Bay St. Louis (BSL) \_\_\_\_\_ ("Owner") and  
James J. Chiniche, P.A. Inc. (JJC) \_\_\_\_\_ ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:  
Professional Engineering and Surveying Services \_\_\_\_\_ ("Project").

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

Engineer's services under this Agreement are generally identified as follows:

1. Provide as needed Professional Engineering services to support daily operations and coordination Public Works Department, Building Department, Utility Department and Planning and Zoning Department, Certified Flood Plain Management assistance and Community Rating System assistance. Also included shall be technical coordination and assistance with Public Works and Utility Department - type grant applications. These services shall be represented and identified as City Engineer assistance and paid for under Article 2 – Owners Responsibilities – Monthly Retainer
2. Provide as needed Professional Engineering and Surveying Services as directed by Mayor or Council to support internal City funded projects. Services to include but not limited to Drafting, Resident Project Representative, boundary surveying, topographic surveying, hydrographic surveying. These services shall be paid for under Article 2 – Owners Responsibilities – Additional Services
3. Provide as needed Professional Engineering and Surveying Services for outside funded City projects such as grant funded projects and disaster relief projects. Scope of work and fees for these services shall be submitted as separate, stand alone contracts for review for each project.

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.

**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 2 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

Attachment: Agreement between Owner and Engineer for Professional Services approved September 18, 2018 11069 : Spread Executed

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;
  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. Contract duration shall include be for a 3 year period (FY 19, FY 20 and FY 21).
- 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, may 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, may 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 45 days of approval.

**ARTICLE 5 – 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.**

**ARTICLE 6 – OPINIONS OF COST**

6.01 *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.

6.02 *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.

**ARTICLE 7 – GENERAL CONSIDERATIONS**

7.01 *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.
- 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..
- 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 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. The Engineer does not guarantee the performance of any contractor.
- 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.

#### 7.02 *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 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.

#### 7.03 *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;

- 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.

#### 7.04 *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.
- 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.

#### 7.05 *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 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.
- C. 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.
- D. 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.
- E. 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.

#### 7.06 *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 or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
  - 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, 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 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.

7.07 *Controlling Law*

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

7.08 *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 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.

#### 7.09 *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, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
- 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.

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

#### 7.11 *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.

#### 7.12 *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.

## ARTICLE 8 – DEFINITIONS

### 8.01 *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, 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.
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. *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.
27. *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.
28. *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.
29. *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.
30. *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.
31. *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.
32. *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.
33. *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.

34. *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.
35. *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.
36. *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*:
1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

## ARTICLE 9 – EXHIBITS AND SPECIAL PROVISIONS

### 9.01 *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 G, Insurance.
- G. Exhibit I, Limitations of Liability.
- H. Exhibit K, Amendment to Owner-Engineer Agreement.

#### 9.02 *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.

#### 9.03 *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.

#### 9.04 *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.

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

Owner: City of Bay St. Louis  
By: [Signature]  
Print name: Mike Favre  
Title: Mayor  
Date Signed: 9-20-18

Engineer: James J. Chiniche, P.A. Inc.  
By: [Signature]  
Print name: Jason Chiniche, P.E.  
Title: Project Manager  
Date Signed: 9/20/18

Engineer License or Firm's Certificate No. (if required):  
19732  
State of: Mississippi

Address for Owner's receipt of notices:  
688 HWY 90  
Bay St. Louis, MS 39520

Address for Engineer's receipt of notices:  
412 HWY 90 Suite 4  
Bay St. Louis, MS 39520

Designated Representative (Paragraph 8.03.A):  
Mike Favre  
Title: Mayor  
Phone Number: 228-466-9000  
E-Mail Address: mfavre@baystlouis-ms.gov

Designated Representative (Paragraph 8.03.A):  
Jason Chiniche, P.E.  
Title: Project Manager  
Phone Number: 228-467-6755  
E-Mail Address: jason@jjc-eng.com

Attachment: Agreement between Owner and Engineer for Professional Services approved September 18, 2018 (1069 : Spread Executed

This is EXHIBIT A, consisting of 16 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated [ ] .

## Engineer's Services

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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 Preliminary Design Phase

- A. After acceptance by Owner of the Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions of for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design instructions, or specific modifications to the Project, and (2) upon written authorization from Owner, Engineer shall:
1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
  2. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.
  3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.
  4. Visit the Site as needed to prepare the Preliminary Design Phase documents.
  5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.

6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.
  7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
  8. Obtain and review Owner's instructions 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. Also obtain and review copies of Owner's 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 or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.
  9. Perform or provide the following other Preliminary Design Phase tasks or deliverables:
  10. Furnish [ ] review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within [ ] days of authorization to proceed with this phase, and review them with Owner. Within [ ] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
  11. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner [ ] copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within [ ] days after receipt of Owner's comments.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase

#### A1.02 Final Design Phase

- A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other Preliminary Design Phase deliverables, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:
  1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.

2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of 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. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
9. Perform or provide the following other Final Design Phase tasks or deliverables:
10. Furnish for review by Owner, its legal counsel, and other advisors, 2 copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within 60 days of authorization to proceed with the Final Design Phase, and review them with Owner. Within 7 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
11. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit 3 final copies of such documents to Owner within 10 days after receipt of Owner's comments and instructions.

- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.
- C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.
- D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement 1. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.03 *Bidding or Negotiating Phase*

- A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
  1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
  2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
  3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
  4. Consult with Owner as to the qualifications of prospective contractors.
  5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
  6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by

prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.

7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
  8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
  9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables:
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

#### A1.04 Construction Phase

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
  1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
  2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
  3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.

4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.
5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of 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, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
  - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
  - b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and

maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
13. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
14. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
15. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.

16. *Differing Site Conditions*: Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.
17. *Shop Drawings, Samples, and Other Submittals*: Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
18. *Substitutes and "Or-equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
19. *Inspections and Tests*:
- a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
  - b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
  - c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
20. *Change Proposals and Claims*: (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.
21. *Applications for Payment*: Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

- a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).
- b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.
23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion.

Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

24. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.
  25. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

## 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.
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.

## Exhibit A – Engineer's Services

- 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.
  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).
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.

This is **EXHIBIT B**, consisting of 3 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.
  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.
- 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.

This is EXHIBIT C, consisting of 5 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated [REDACTED].

**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 – Monthly Retainer**

- A. Owner shall pay Engineer (Jason Chiniche, PE, MBA, CFM) a Monthly Retainer of \$1,000 for services listed below:
- a. As needed coordination with Mayor, Public Works Department, Building Department, Utility Department, Planning and Zoning.
  - b. Engineer shall also provide Certified Flood Plain Management assistance and Community Rating System assistance.
  - c. Technical coordination and assistance with Public Works and Utility Department - type grant applications.
- B. Scanning and digitally formatting public works and building department plans shall include plans in good condition suitable for roller type scanner. Any plans requiring table top scanning shall be performed by an outside source. Cost for scanning and digitally formatting/saving (PDF) plans shall be \$50 per set up to 25 full size sheets. Additional fee of \$10 per each additional 25 sheets shall be assessed for full size plans over 25 sheets.

**C2.02 Compensation for Basic Services– Lump Sum Method of Payment for stand alone projects.**

- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, as follows:
1. A Lump Sum amount of \$0.00 based on the following estimated distribution of compensation:
 

a. Preliminary Design Phase	\$0
b. Final Design Phase	\$0
c. Bidding and Negotiating Phase	\$0
d. Construction Phase	\$0
e. Resident Project Representative	\$0

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 X months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

**COMPENSATION PACKET RPR-1:  
Resident Project Representative – Lump Sum Included in Construction Phase**

---

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

**C2.04 Compensation for Resident Project Representative Basic Services – Lump Sum Method of Payment**

A. Owner shall pay Engineer for Resident Project Representative Basic Services as follows:

1. *Resident Project Representative Services:* For services of Engineer's Resident Project Representative, if any, under Paragraph A1.05 of Exhibit A. The Lump Sum includes compensation for the Resident Project Representative's services. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, and expenses (other than any expressly allowed Reimbursable Expenses) related to the Resident Project Representative's Services.
2. *Resident Project Representative Schedule:* The RPR amount set forth in Paragraph C2.04.A.1 above is based on part-time RPR services, Monday through Friday over a 60 work day construction schedule. Modifications to the schedule shall entitle Engineer to an equitable adjustment of compensation for RPR services.

**COMPENSATION PACKET AS-1:  
Additional Services – Standard Hourly Rates**

---

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

**C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment**

- A. Owner shall pay Engineer for Additional Services, if any, as follows:
1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.
- B. *Compensation For Reimbursable Expenses:*
- C. *Other Provisions Concerning Payment for Additional Services:*
1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.
  2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
  3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.
  4. Additional services shall also include an allowance of up to \$5,000 for support during construction phase of engineer's sub-consultant. These services will only be utilized with prior approval of engineer.

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

**Reimbursable Expenses Schedule**

Reimbursable Expenses are subject to review and adjustment per Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

Full Size Plan Sheet Reproduction	\$1.50 per sheet
Half Size Plan Sheet Reproduction	\$.50 per sheet
Letter Size Plan Sheet Reproduction	\$.10 per sheet

Attachment: Agreement between Owner and Engineer for Professional Services approved September 18, 2018 (1069 : Spread Executed

This is **Appendix 2 to EXHIBIT C**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [REDACTED].

### 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.

B. *Schedule:*

Hourly rates for services performed on or after the date of the Agreement are:

Principal Engineer	\$150.00
Professional Engineer/Project Manager(16 years plus experience)	\$120.00
Professional Engineer/Project Manager (6 – 15 years experience)	\$110.00
Professional Engineer/Project Manager(0 – 5 years experience)	\$ 95.00
Engineer Intern	\$ 85.00
Resident Project Representative	\$ 75.00
Design Technician	\$ 85.00
CAD Drafter	\$ 75.00
Professional Land Surveyor	\$120.00
Two man Field Crew	\$120.00
GPS Crew	\$135.00
Aerial Mapping Crew	\$135.00
Hydrographic Crew	\$145.00
Specifications Technician	\$ 50.00
Clerical	\$ 40.00

This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [REDACTED].

### Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

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

#### **ARTICLE 1 - SERVICES OF ENGINEER**

##### D1.01 *Resident Project Representative*

- A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
- B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
  1. *General:* RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
  2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
  3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings

Exhibit D - Resident Project Representative.

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- (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
  5. *Liaison:*
    - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
    - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
    - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
  6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor.
  7. *Shop Drawings and Samples:*
    - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
    - b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
    - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
  8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
  9. *Review of Work; Defective Work:*
    - a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected,

removed and replaced, or accepted as provided in the Construction Contract Documents.

- b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work. ; and
- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups:*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.

- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- e. Maintain records for use in preparing Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion:*

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
- b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).
- D. Resident Project Representative shall not:
1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
  2. Exceed limitations of Engineer's authority as set forth in this Agreement.
  3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
  4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
  5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
  6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
  7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
  8. Authorize Owner to occupy the Project in whole or in part.

2.e.a

This is **EXHIBIT E**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [REDACTED].

1. The Notice of Acceptability of Work should be served in compliance with the requirements for service of notice under the Construction Contract. See Paragraph 18.01, Giving Notice, of EJCDC C-700 (2013), Standard General Conditions of the Construction Contract.

Attachment: Agreement between Owner and Engineer for Professional Services approved September 18, 2018 (1069 : Spread Executed

Attachment: Agreement between Owner and Engineer for Professional Services approved

Attachment: Agreement between Owner and Engineer for Professional Services approved

NOTICE OF ACCEPTABILITY OF WORK

PROJECT:

OWNER:

CONTRACTOR:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To: \_\_\_\_\_  
Owner

And To: \_\_\_\_\_  
Contractor

From: \_\_\_\_\_  
Engineer

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated \_\_\_\_\_, and the following terms and conditions of this Notice:

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project

Exhibit E – Notice of Acceptability of Work.

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2.e.a

(including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.

- 5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.
- 6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Attachment: Agreement Between Owner and Engineer for Professional Services approved September 18, 2018 : Spread Executed

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**NOTICE OF ACCEPTABILITY OF WORK**


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PROJECT:

OWNER:

CONTRACTOR:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To:

Owner

And To:

Contractor

From:

Engineer

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated \_\_\_\_\_, and the following terms and conditions of this Notice:

**CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK**

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project

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 Exhibit E – Notice of Acceptability of Work.

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2.e.a

(including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.

- 5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.
- 6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Attachment: Agreement Between Owner and Engineer for Professional Services approved September 18, 2018 (1069 : Spread Executed

2.e.a

Attachment: Agreement between Owner and Engineer for Professional Services approved September 18, 2018 (1069 : Spread Executed

This is EXHIBIT G, consisting of 2 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated [ ] .

**Insurance**

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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: \$ 1,000,000.00
  - 2) Bodily injury by disease, each employee: \$ 1,000,000.00
  - 3) Bodily injury/disease, aggregate: \$ 1,000,000.00
- c. General Liability --
  - 1) Each Occurrence (Bodily Injury and Property Damage): \$ 1,000,000.00
  - 2) General Aggregate: \$ 2,000,000.00
- d. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):
  - \$1,000,000.00
- e. Professional Liability --
  - 1) Each Claim Made \$ 1,000,000.00
  - 2) Annual Aggregate \$ 1,000,000.00

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 \$[ ]
- c. General Liability --

Attachment: Agreement between Owner and Engineer for Professional Services approved November 18, 2018 (1069 : Spread Executed

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

d. Automobile Liability – Combined Single Limit (Bodily Injury and Property Damage):  
\$[ ]

e. 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, P.A. Inc.  
Engineer

b. Sub-consultants as needed  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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.

2.e.a

Attachment: Agreement between Owner and Engineer for Professional Services approved September 18, 2018 : Spread Executed

2.e.a

Attachment: Agreement between Owner and Engineer for Professional Services approved September 18, 2018 (1069 : Spread Executed

This is EXHIBIT K, consisting of 2 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): \_\_\_\_\_

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:  
  
\_\_\_\_\_  
  
By: \_\_\_\_\_  
Print  
name: \_\_\_\_\_  
  
Title: \_\_\_\_\_  
  
Date Signed: \_\_\_\_\_

ENGINEER:  
  
\_\_\_\_\_  
  
By: \_\_\_\_\_  
Print  
name: \_\_\_\_\_  
  
Title: \_\_\_\_\_  
  
Date Signed: \_\_\_\_\_

Attachment: Agreement between Owner and Engineer for Professional Services approved September 18, 2018 (1069 : Spread Executed

**Municipal Compliance Questionnaire**

As part of the municipality's audit, the governing authorities of the municipality must make certain assertions with regard to legal compliance. The municipal compliance questionnaire was developed for this purpose.

The following questionnaire and related certification must be completed at the end of the municipality's fiscal year and entered into the official minutes of the governing authorities at their next regular meeting.

The governing authorities should take care to answer these questions accurately. Incorrect answers could reduce the auditor's reliance on the questionnaire responses, resulting in the need to perform additional audit procedures at added cost.

Information

*Note: Due to the size of some municipalities, some of the questions may not be applicable. If so, mark N/A in answer blanks. Answers to other questions may require more than "yes" or "no," and, as a result, more information on this questionnaire may be required and/or separate work papers may be needed.*

- 1. Name and address of municipality:  
**City of Bay St Louis, PO Box 2550, Bay St Louis, MS 39521-2550**

---

- 2. List the date and population of the latest official U.S. Census or most recent official census:  
**April 1, 2010---9,260**

---

- 3. Names, addresses and telephone numbers of officials (include elected officials, chief administrative officer, and attorney).  
**SEE ATTACHED**

---

- 4. Period of time covered by this questionnaire:  
From: **10-1-2017** To: **9-30-2018**

---

- 5. Expiration date of current elected officials' term: **JUNE 30, 2021**

Exhibit "D"  
October 16, 2018

Attachment: Municipal Compliance Questionnaire Fiscal Year 2018/2019 (1121 : Municipal Compliance Questionnaire)

CONTACT INFORMATION FOR OFFICIALS OF THE CITY OF BAY ST LOUIS:

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228-466-5441

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CITY CLERK:

Sissy Gonzales  
612 Highland Dr.  
Bay St Louis, MS 39520  
228-466-5447

### MUNICIPAL COMPLIANCE QUESTIONNAIRE Year Ended September 30, 2018

Answer All Questions: Y - YES, N - NO, N/A - NON APPLICABLE

**Part I - General**

- 1. Have all ordinances been entered into the ordinance book and included in the minutes? (Section 21-13-13) Y
- 2. Do all municipal vehicles have public license plates and proper markings? (Sections 25-1-87 and 27-19-27) Y
- 3. Are municipal records open to the public? Y
- 4. Are meetings of the board open to the public? (Section 25-41-5) Y
- 5. Are notices of special or recess meetings posted? (Section 25-41-13) Y
- 6. Are all required personnel covered by appropriate surety bonds? Y
  - \* Board or council members (Section 21-17-5)
  - \* Appointed officers and those handling money, see statues governing the form of government (i.e., Section 21-3-5 for Code Charter)
  - \*Municipal clerk (Section 21-15-38) Y
  - \*Deputy Clerk (Section 21-15-23) Y
  - \*Chief of police (Section 21-21-1) Y
  - \*Deputy police (Section 45-5-9) (if hired under this law) N/A
- 7. Are minutes of board meetings prepared to properly reflect the actions of the board? (Sections 21-15-17 and 21-15-19) Y
- 8. Are minutes of board meetings signed by the mayor or majority of the board within 30 days of the meeting? (Section 21-15-33) N
- 9. Has the municipality complied with the nepotism law in it employment practices? (Section 25-1-53) Y
- 10. Did all officers, employees of the municipality, or their relatives avoid any personal interest in any contracts with the municipality during their term or within one year after their terms of office or employment? (Section 25-4-105) Y

Attachment: Municipal Compliance Questionnaire Fiscal Year 2018/2019 (1121) Municipal Compliance Questionnaire

11. Does the municipality contract with a Certified Public Accountant or an auditor approved by the State Auditor for its annual audit within twelve months of the end of each fiscal year? (Section 21-35-31)

Y

12. Has the municipality published a synopsis or notice of the annual audit within 30 days of acceptance? (Sections 21-35-31 or 21-17-19) Y
- PART II - Cash and Related Records**
1. Where required, is a claims docket maintained? (Section 21-39-7) Y
2. Are all claims paid in the order of their entry in the claims docket? (Section 21-39-9) Y
3. Does the claims docket identify the claimant, claim number, amount and fund from which each warrant will be issued? (Section 21-39-7) Y
4. Are all warrants approved by the board, signed by the mayor or majority of the board, attested to by the clerk, and bearing the municipal seal? (Section 21-39-13) Y, except Municipal Seal
5. Are warrants for approved claims held until sufficient cash is available in the fund from which it is drawn? (Section 21-39-13) Y
6. Has the municipality adopted and entered on it minutes a budget in the format prescribed by the Office of the State Auditor? (Sections 21-35-15, 21-35-7, and 21-35-9) Y
7. Does the municipality operate on a cash basis budget, except for expenditures paid within 30 days of fiscal year end or for construction in progress? (Section 21-35-23) Y
8. Has the municipality held a public hearing and published its adopted budget? (Sections 21-35-5, 27-39-203, 27-39-205) Y
9. Has the municipality complied with legal publication requirements when budgetary changes of 10% or more are made to a department's budget? (Section 21-35-25) Y
10. If revenues are less than estimated and a deficit is anticipated, did the board revise the budget by its regular July meeting? (Section 21-35-25) Y

- 11. Have financial records been maintained in accordance with the chart of accounts prescribed by the State Auditor? (Section 21-35-11)           N
- 12. Does the municipal clerk submit to the board a monthly report of expenditures against each budget item for the preceding month and fiscal year to date and the unexpended balances of each budget item? (Section 21-35-13)           Y
- 13. Does the board avoid approving claims and the city clerk not issue any warrants which would be in excess of budgeted amounts, except for court-ordered or emergency expenditures? (Section 21-35-17)           Y
- 14. Has the municipality commissioned municipal depositories? (Sections 27-105-353 and 27-105-363)           Y
- 15. Have investments of funds been restricted to those instruments authorized by law? (Section 21-33-323)           Y
- 16. Are donations restricted to those specifically authorized by law? (Section 21-17-5 (Section 66, Miss. Constitution)--Sections 21-19-45 through 21-19-59, etc.)           Y
- 17. Are fixed assets properly tagged and accounted for? Section II - Municipal Audit and Accounting Guide)           N
- 18. Is all travel authorized in advance and reimbursements made in accordance with Section 25-3-41?           Y
- 19. Are all travel advances made in accordance with the State Auditor's regulations? (Section 25-3-41)           N/A

**PART III - Purchasing and Receiving**

- 1. Are bids solicited for purchases, when required by law (written bids and advertising)? [Section 31-7-13(b) and (c)]           Y
- 2. Are all lowest and best bids decisions properly documented? [Section 31-7-13(d)]           Y
- 3. Are all one-source item and emergency purchases documents on the board's minutes? [Section 31-7-13(m) and (k)]           Y

2.f.a

4. Do all officers and employees understand and refrain from accepting gifts or kickbacks from suppliers? (Section 31-7-23)

Y

**PART IV - Bonds and Other Debt**

- 1. Has the municipality complied with the percentage of taxable property limitation on bonds and other debt issued during the year? (Section 21-33-303) Y
- 2. Has the municipality levied and collected taxes, in a sufficient amount for the retirement of general obligation debt principal and interest? (Section 21-33-87) Y
- 3. Have the required trust funds been established for utility revenue bonds? (Sections 21-27-65) Y
- 4. Have expenditures of bond proceeds been strictly limited to the purposes for which the bonds were issued? (Section 21-33-317) Y
- 5. Has the municipality refrained from borrowing, except where it had specific authority? (Section 21-17-5) Y

**PART V - Taxes and Other receipts**

- 1. Has the municipality adopted the county ad valorem tax rolls? (Section 27-35-167) N/A\*  
**HANCOCK COUNTY COLLECTS THE CITIES TAXES**
- 2. Are interest and penalties being collected on delinquent ad valorem taxes? (Section 21-33-53) Y\*  
**\*THIS IS COLLECTED BY THE HANCOCK COUNTY TAX COLLECTOR\***
- 3. Has the municipality conducted an annual land sale for delinquent ad valorem taxes? (Section 21-33-63) Y\*  
**\*THIS IS COLLECTED BY THE HANCOCK COUNTY TAX COLLECTOR\***
- 4. Have the various ad valorem tax collections been deposited into the appropriate funds? (Separate Funds for Each Tax Levy) (Section 21-33-53) Y
- 5. Has the increase in ad valorem taxes, if any, been limited to amounts allowed by law? (Sections 27-39-320 and 27-39-321) Y
- 6. Are local privilege taxes collected from all businesses located within the municipality, except those exempted? (Section 27-17-5) Y
- 7. Are transient vendor taxes collected from all transient vendors within the municipality, except those exempted? (Section 75-85-1) Y

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|-----|---|---|
| 8.  | Is money received from the state's "Municipal Fire Protection Fund" spent only to improve municipal fire departments?<br>(Section 83-1-37)  | Y |
| 9.  | Has the municipality levied or appropriated not less than 1/4 mill for fire protection and certified to the county it provides its own fire protection or allowed the county to levy such tax?<br>(Section 83-1-37 and 83-1-39)                           | Y |
| 10. | Are state-imposed court assessments collected and settled monthly? (Section 99-19-73, 83-39-31, etc.)   | Y |
| 11. | Are all fines and forfeitures collected when due and settled immediately to the municipal treasury? (Section 21-15-21)  | Y |
| 12. | Are bids solicited by advertisement or, under special circumstances, three appraisals obtained when real property is sold? (Section 21-17-1)  | Y |
| 13. | Has the municipality determined the full and complete cost for solid waste for the previous fiscal year? (Section 17-17-347)  | Y |
| 14. | Has the municipality published an itemized report of all revenues, costs and expenses incurred by the municipality during the immediately preceding fiscal year in operating the garbage or rubbish collection or disposal system?<br>(Section 17-17-348) | Y |
| 15. | Has the municipality conducted an annual inventory of its assets in accordance with guidelines established by the Office of the State Auditor? (MMAAG)  | N |

**Certification to Municipal Compliance**  
**Questionnaire Year Ended September 30, 2018**

We have reviewed all questions and responses as contained in this Municipal Compliance Questionnaire for the Municipality of Bay St Louis, and, to the best of our knowledge and belief, all responses are accurate.

\_\_\_\_\_  
(City Clerk Signature)

\_\_\_\_\_  
(Mayor Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

Minute Book References:

Book Number \_\_\_\_\_

Page \_\_\_\_\_

*(Clerk is to enter minute book references when questionnaire is accepted by board.)*

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City of Bay St Louis (48853)

Page 3.a.a

From: 10/12/2018 Through: 10/12/2018

Fund - Code - Current: 1

Department - Name - Current: Administration

<u>Fund</u>	<u>Dept</u>	<u>Dept Name</u>	<u>Emp#</u>	<u>Last, First</u>	<u>Rate</u>	<u>Gross</u>	<u>Dental</u>	<u>Life</u>	<u>Health</u>	<u>PERS</u>	<u>Medi</u>	<u>SS</u>	<u>Total</u>
1	120	Administration	1182	Burch, Mary	17.60	1,427.80	13.91	4.40	238.10	224.88	18.32	78.34	2,005.7

Exhibit "E"  
October 16, 2018

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City of Bay St Louis (48853)

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From: 10/12/2018 Through: 10/12/2018

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Group Total Records: 1  
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User: sgonzales1[1341]

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City of Bay St Louis (48853)

Page 3.a.a  
From: 10/12/2018 Through: 10/12/2018

Report Total Records: 1

1,427.80	13.91	4.40	238.10	224.88	18.32	78.34	2,005.75
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CITY OF BAY ST. LOUIS\_COUNCIL DOCKET\_10/16/2018\_18-035

CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	PAGE 1 AMOUNT
12144	ADS SYSTEMS, LLC.	9/14/2018	ANNUAL MONITORING_PARKING	GENERAL FUND	FIRE	\$ 360.00
					TOTAL:	\$ 360.00
12240	AIR MASTERS	9/28/2018	REPLACE PUMD AND MOT	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 3,400.00
12240		9/28/2018	COST OF EVALUATION	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 85.00
					TOTAL:	\$ 3,485.00
12231	AIRGAS	9/30/2018	LG ACETYLENE(5)	UTILITY FUND	UTILITY OPERATIONS	\$ 88.30
12231		9/30/2018	LG OXYGEN(5)	UTILITY FUND	UTILITY OPERATIONS	\$ 88.30
12231		9/30/2018	SM ARGON(1)	UTILITY FUND	UTILITY OPERATIONS	\$ 17.66
12231		9/30/2018	HAZMAT	UTILITY FUND	UTILITY OPERATIONS	\$ 28.59
					TOTAL:	\$ 222.85
12133	ALL SEASONS FARM EQUIPMENT	9/27/2018	SPACER(2)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 9.90
12133		9/27/2018	BOLTS(2)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 3.34
12133		9/27/2018	WASHERS(2)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 4.58
12133		9/27/2018	BLADE WASHER(2)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 40.96
					TOTAL:	\$ 58.78
12158	B&J PIT STOP	8/20/2018	OIL CHANGE UNIT 876	GENERAL FUND	POLICE	\$ 52.00
12157		9/26/2018	OIL CHANGE UNIT 358	GENERAL FUND	POLICE	\$ 52.00
12157		9/26/2018	TIRE ROTATION UNIT 358	GENERAL FUND	POLICE	\$ 17.00
					TOTAL:	\$ 121.00
12258	BANCORPSOUTH EQUIPMENT FINANCE	10/4/2018	PAY#14_KUBOTA W/KING	DEBT SERVICE FUND	DEBT SERVICE	\$ 1,343.98
					TOTAL:	\$ 1,343.98

Exhibit "F"  
October 16, 2018

CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	PAGE 2 AMOUNT
12161	BAY ST LOUIS UTILITIES	9/27/2018	08-0110-00 COMMAGERE BOOKT	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 34.50
12162		9/27/2018	07-4260-00 POLICE DEPT.	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 1,834.14
12163		9/27/2018	06-4885-00 MILK PARK	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 34.50
12164		9/27/2018	08-0710-00 CITY YARD	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 10.00
12165		9/27/2018	08-0832-00 B&G CLUB BACK B	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 10.00
12166		9/27/2018	09-0630-01 PARKING GARAGE	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 47.19
12167		9/27/2018	04-2585-00 FIRE STATION #1	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 36.85
12168		9/27/2018	08-0971-00 CITY PARK BATHR	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 34.50
12169		9/27/2018	08-0140-00 SENIOR CENTER	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 78.46
12170		9/27/2018	08-0200-00 SPLASH PAD	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 34.50
12171		9/27/2018	08-0980-00 CEDAR REST	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 20.00
12172		9/27/2018	09-0209-00 COMMUNITY HALL	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 56.62
12173		9/27/2018	09-0720-00 TRAIN DEPOT	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 34.50
12160		9/27/2018	09-3842-00 HARBOR	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 51.23
					TOTAL:	\$ 2,316.99
12146	BEST BUY BUSINESS ADVANTAGE ACCOUNT	9/24/2018	TABLET_CLOCK IN(1)	GENERAL FUND	ADMINISTRATION	\$ 279.99
12146		9/24/2018	TABLET_CLOCK IN(2)	GENERAL FUND	FIRE	\$ 559.98
12146		9/24/2018	TABLET_CLOCK IN(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 279.99
12147		9/24/2018	TABLET_CLOCK IN	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 279.99
					TOTAL:	\$ 1,399.95
12234	BURKE'S OUTLET	9/7/2018	RESTITUTION REFUND	GENERAL FUND	NON-DEPARTMENTAL	\$ 65.00
					TOTAL:	\$ 65.00
12230	BUTLER SNOW LLP	10/5/2018	PROFESSIONAL SERVICES	GENERAL FUND	ADMINISTRATION	\$ 11,013.50
					TOTAL:	\$ 11,013.50
12125	CARQUEST AUTO PARTS	9/28/2018	METRIC POINT SOCKETS	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 30.06
12125		9/28/2018	STANDARD POINT SOCKET	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 33.99
12121		9/28/2018	HYDRAULIC HOSE(53)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 58.83

CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	PAGE 3 AMOUNT
12121	CARQUEST AUTO PARTS	9/28/2018	HYDRAULIC FLUID(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 27.99
12121		9/28/2018	COUPLING FOR HOSE(2)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 75.34
12124		9/28/2018	OWI DEF 457 DEF(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 10.55
12206		10/3/2018	AIR HOSES(3)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 104.85
12206		10/3/2018	COUPLERS(6)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 38.34
12207		10/5/2018	HYDRAULIC FITTINGS(2)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 3.54
12204		10/5/2018	HYDRAULIC FITTING(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 13.97
12205		10/5/2018	10' 3/8 FUEL LINE(10)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 9.70
12205		10/5/2018	HOSE CLAMP 5-16(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 0.61
12205		10/5/2018	RIGID CLAMP(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 3.64
12205		10/5/2018	COUPLING(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 2.14
12205		10/5/2018	45 DEGREE FLARED FTG(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 2.61
12205		10/5/2018	AUTOMOTIVE HYDRAULIC(120)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 57.60
12205		10/5/2018	8G-10FX(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 10.66
					TOTAL:	\$ 484.42
12239	CFS INSPECTIONS	9/28/2018	AERIAL INSPECTION	GENERAL FUND	FIRE	\$ 950.00
12239		9/28/2018	GROUND LADDER INSPECTION	GENERAL FUND	FIRE	\$ 721.50
12239		9/28/2018	HEAT SENSORS	GENERAL FUND	FIRE	\$ 10.00
					TOTAL:	\$ 1,681.50
12137	CINTAS UNIFORMS	9/27/2018	P.W. UNIFORMS_09/27/2018	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 309.36
12209		10/4/2018	P.W. UNIFORMS_10/04/2018	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 309.36
12120		9/27/2018	HARBOR UNIFORMS_09/27/2018	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 37.91
12227		10/4/2018	HARBOR UNIFORMS_10/04/2018	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 37.91
					TOTAL:	\$ 694.54
1225	CITY OF BAY SAINT LOUIS	10/9/2018	TRF CO R&B TO DEBT SVC_NOTES	COUNTY ROAD & BRID	GENERAL	\$ 43,534.00
12224		10/5/2018	TRF UTOP_METER_DEPOSIT ERROR	UTILITY FUND	NON-DEPARTMENTAL	\$ 200.00
12246		10/9/2018	TRF UTOP TO GF_PAYROLL REIMBURSE	UTILITY FUND	NON-DEPARTMENTAL	\$ 58,166.25
12247		10/9/2018	TRF UTOP TO GF_INDIRECT BUDGET ALLOCATION	UTILITY FUND	ADMINISTRATION	\$ 50,000.00
12225		10/5/2018	TRF UTOP TO GF_DEPOSIT ERROR	UTILITY FUND	UTILITY OPERATIONS	\$ 26.52

CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	PAGE 4 AMOUNT
12249	CITY OF BAY SAINT LOUIS	10/9/2018	TRF UTOP TO DEBT SVC. NOTES	UTILITY FUND	UTILITY OPERATIONS	\$ 17,160.00
12245		10/9/2018	TRF HARB TO GF PAYROLL REIMBURSE	MUNICIPAL HARBOR FUND	NON-DEPARTMENTAL	\$ 23,783.00
12248		10/9/2018	TRF HARB TO GF INDIRECT BUDGET ALLOCATION	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 20,000.00
					TOTAL:	\$ 212,869.77
12203	COAST CHLORINATOR	10/2/2018	HARRY ST WELL PUMP	UTILITY FUND	UTILITY OPERATIONS	\$ 1,183.00
12203		10/2/2018	PVC S/80 UNION S/W	UTILITY FUND	UTILITY OPERATIONS	\$ 19.00
12203		10/2/2018	1" SCH 80 MALE ADPT(2)	UTILITY FUND	UTILITY OPERATIONS	\$ 12.50
12203		10/2/2018	PVC BUSHING SYS(1)	UTILITY FUND	UTILITY OPERATIONS	\$ 5.75
12202		10/2/2018	SERVICE CONTRACT_OCT 2018	UTILITY FUND	UTILITY OPERATIONS	\$ 600.00
12202		10/2/2018	ACID ZIRCONYL(2)	UTILITY FUND	UTILITY OPERATIONS	\$ 58.00
12202		10/2/2018	SODIUM ARSENITE SOL(1)	UTILITY FUND	UTILITY OPERATIONS	\$ 15.00
12202		10/2/2018	REFILL CHLORINE(1)	UTILITY FUND	UTILITY OPERATIONS	\$ 23.50
12202		10/2/2018	REFILL CHLORINE KIT(1)	UTILITY FUND	UTILITY OPERATIONS	\$ 31.00
12202		10/2/2018	PLASTIC PIPET(1)	UTILITY FUND	UTILITY OPERATIONS	\$ 4.00
12202		10/2/2018	PLASTIC PIPET 1.0ML(2)	UTILITY FUND	UTILITY OPERATIONS	\$ 7.20
					TOTAL:	\$ 1,958.95
12155	COAST ELECTRIC POWER ASSOCIATION	9/21/2018	386820-001 BSL LIGHTS #1	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 5,122.98
12155		9/21/2018	386820-027 SECURITY LIGHTS	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 1,868.46
12155		9/21/2018	386820-028 BSL LIGHTS/PARK	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 374.94
12155		9/21/2018	386820-030 BSL LIGHTS #2	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 303.11
12155		9/21/2018	386820-032 BSL LIGHTS #3	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 2,694.95
12155		9/21/2018	386820-051 FIRE STATION #2	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 1,230.68
12241		10/4/2018	870474-003 HWY 90 & DRINKW	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 46.87
12155		9/21/2018	386820-004 LS #21 SPANISH	UTILITY FUND	UTILITY OPERATIONS	\$ 43.52
12155		9/21/2018	386820-010 OVERFLOW PUMP	UTILITY FUND	UTILITY OPERATIONS	\$ 37.41
12155		9/21/2018	386820-019 LS #23 OST	UTILITY FUND	UTILITY OPERATIONS	\$ 316.26
					TOTAL:	\$ 12,039.18
12194	CONSOLIDATED PIPE & SUPPLY COMPANY	9/26/2018	8" MIJELG 90	UTILITY FUND	UTILITY OPERATIONS	\$ 176.00
12195		9/26/2018	8 RESTRAININD HYMAX	UTILITY FUND	UTILITY OPERATIONS	\$ 515.00

CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	PAGE 5 AMOUNT
12196	CONSOLIDATED PIPE & SUPPLY COMPANY	9/26/2018	EBAA 1108 MEGALUG	UTILITY FUND	UTILITY OPERATIONS	\$ 45.00
12196		9/26/2018	MJ B&G SET	UTILITY FUND	UTILITY OPERATIONS	\$ 12.00
12196		9/26/2018	1/8 RED RUB FF ACC	UTILITY FUND	UTILITY OPERATIONS	\$ 15.00
12196		9/26/2018	MJ DI UNI FLG 125	UTILITY FUND	UTILITY OPERATIONS	\$ 69.00
12196		9/26/2018	SGAL PRECO PLG RD	UTILITY FUND	UTILITY OPERATIONS	\$ 35.00
12196		9/26/2018	SJ PIPE	UTILITY FUND	UTILITY OPERATIONS	\$ 901.60
					TOTAL:	\$ 1,768.60
12132	CPC TRAFFIC SIGNS	9/18/2018	18X24 25MPH (20)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 304.20
12132		9/18/2018	18X24 30MPH (20)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 304.20
12132		9/18/2018	VANDAL NUT(100)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 70.00
12132		9/18/2018	T-HANDLE ALLEN WRENCH	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 11.66
12132		9/18/2018	FREIGHT	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 88.00
					TOTAL:	\$ 778.06
12226	CSX TRANSPORTATION	9/25/2018	PIPELINE STORM WATER FEE	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 245.88
					TOTAL:	\$ 245.88
12178	DAVID'S CHAINSAW & LAWNMOWER SHOP	10/2/2018	WEED EATER CARB. (3)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 144.00
					TOTAL:	\$ 144.00
12228	FUELMAN	10/8/2018	FUELMAN_P.D.#2565	GENERAL FUND	POLICE	\$ 1,429.80
12174		9/24/2018	FUELMAN_F.D.	GENERAL FUND	FIRE	\$ 68.99
12244		10/1/2018	FUELMAN_F.D.	GENERAL FUND	FIRE	\$ 144.60
					TOTAL:	\$ 1,643.39
12236	GLADYS DEDEAUX	9/24/2018	RESTITUTION REFUND	GENERAL FUND	NON-DEPARTMENTAL	\$ 20.00
					TOTAL:	\$ 20.00

CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	PAGE 6 AMOUNT
12262	GRANICUS	8/2/2018	GRANICUS	GENERAL FUND	CITY COUNCIL	\$ 12,096.00
					TOTAL:	\$ 12,096.00
12193	GULF HYDRAULIC	9/24/2018	GRAPPLE TRUCK CYLINDERS	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 308.83
					TOTAL:	\$ 308.83
12221	HC SENIOR CITIZENS	10/5/2018	MONTHLY SUPPORT_OCT 2018	GENERAL FUND	ADMINISTRATION	\$ 200.00
					TOTAL:	\$ 200.00
12260	HC SOLID WASTE AUTHORITY	10/3/2018	OLD TOWN COMM. HALL	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 68.53
12260		10/3/2018	COMMUNITY HALL	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 83.14
12260		10/3/2018	CITY YARD	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 83.14
12261		10/3/2018	CITY YARD ROLL OFF_AUG 2018	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 358.05
12259		10/3/2018	SOLID WASTE	UTILITY FUND	UTILITY OPERATIONS	\$ 39,000.43
12259		10/3/2018	BULKY WASTE	UTILITY FUND	UTILITY OPERATIONS	\$ 4,694.09
12260		10/3/2018	HARBOR	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 332.52
					TOTAL:	\$ 44,619.90
12197	HC UTILITY AUTHORITY	9/30/2018	ADMIN FEE & DEBT SVC_09/2018	UTILITY FUND	UTILITY OPERATIONS	\$ 75,839.76
					TOTAL:	\$ 75,839.76
12148	HC WATER & SEWER DISTRICT	9/28/2018	109906_CHAPMAN/WASHINGTON	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 25.50
12149		9/28/2018	FS #2 HWY603 WATER & SEWER	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 75.00
					TOTAL:	\$ 100.50
12257	HUBBARDS HARDWARE	6/25/2018	KEY'S(3)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 5.25
12257		6/25/2018	DISCOUNT	GENERAL FUND	STREETS & PUBLIC WORKS	\$ (0.53)
12254		7/5/2018	NOZLE(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 6.59
12254		7/5/2018	GARDEN HOSE(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 49.99



CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	PAGE 8 AMOUNT
12232	JAMES J. CHINICHE, P.A. INC.	10/8/2018	MDOT HWY 90 LIGHTING	MUNICIPAL RESERVE	MUNICIPAL RESERVE	\$ 3,855.56
12233		10/8/2018	MDOT HWY 90 UTILITY PROJECT	MUNICIPAL RESERVE	MUNICIPAL RESERVE	\$ 1,112.50
					TOTAL:	\$ 4,968.06
12263	JAMIE FAVRE	10/11/2018	INMATE MEAL REIMBURSEMENT	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 596.59
						\$ 596.59
12238	JENNIE MAY	10/8/2018	CASH BOND	GENERAL FUND	NON-DEPARTMENTAL	\$ 500.00
					TOTAL:	\$ 500.00
12237	KAWIN V. USHER	9/6/2018	CASH BOND	GENERAL FUND	NON-DEPARTMENTAL	\$ 119.00
					TOTAL:	\$ 119.00
12235	KEITH HESS	9/17/2018	RESTITUTION REFUND	GENERAL FUND	NON-DEPARTMENTAL	\$ 40.00
					TOTAL:	\$ 40.00
12220	KERRI PELLEGRIN	9/27/2018	APPLICATION REFUND_P&Z	GENERAL FUND	NON-DEPARTMENTAL	\$ 50.00
					TOTAL:	\$ 50.00
12126	LEE TRACTOR COMPANY	9/28/2018	#12126_SEAL KT_BACKHOE(2)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 122.00
					TOTAL:	\$ 122.00
12131	LIME PI DIGITAL, LLC	9/28/2018	MONTHLY SERVICES_09/2018	GENERAL FUND	CITY COUNCIL	\$ 500.00
					TOTAL:	\$ 500.00
12177	LOWE'S	10/3/2018	SHOWER CURTAIN(2)	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 9.08
12177		10/3/2018	CURTAIN HOOKS(2)	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 3.72
					TOTAL:	\$ 12.80

CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	PAGE 9 AMOUNT
12192	MAYLEY'S PEST CONTROL, LLC.	9/26/2018	DEPOT MONTHLY	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 45.00
					TOTAL:	\$ 45.00
12114	MAYO'S AIR CONDITIONING & HEATING	7/27/2018	CHECK UNIT & REPAIRS	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 90.00
12114		7/27/2018	MSR140	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 85.75
12135		8/31/2018	COMM HALL_FREON	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 210.00
12134		9/10/2018	CLEAR CLOGGED DRAINS_CITY	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 90.00
					TOTAL:	\$ 475.75
12212	MISSISSIPPI POWER	9/29/2018	06472-91030 DUNBAR PAVILLION	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 55.39
12242		10/2/2018	06084-17009 FIRE STATION #1	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 2,348.88
12242		10/2/2018	20735-99025 PARKING GARAGE	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 364.49
12242		10/2/2018	30517-12007 CITY PARK BATHROOM	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 57.90
12242		10/2/2018	33911-46001 SENIOR CENTER	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 1,684.00
12242		10/2/2018	54271-48002 TRAIN DEPOT	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 1,007.76
12242		10/2/2018	05889-10169 HISTORICAL BLD	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 852.72
12242		10/2/2018	04055-18078DUNBAR RESTROOM	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 61.06
12242		10/2/2018	03549-31061OLD TOWN COMM	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 1,060.84
12211		9/29/2018	29017-26053 MARINA	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 8,523.23
					TOTAL:	\$ 16,016.27
12179	MS STATE TREASURER	10/2/2018	COURT REMITTANCE - OM	GENERAL FUND	NON-DEPARTMENTAL	\$ 1,544.00
12179		10/2/2018	COURT REMITTANCE - TV	GENERAL FUND	NON-DEPARTMENTAL	\$ 6,054.00
12179		10/2/2018	COURT REMITTANCE - ABF	GENERAL FUND	NON-DEPARTMENTAL	\$ 131.50
12179		10/2/2018	COURT REMITTANCE - CC	GENERAL FUND	NON-DEPARTMENTAL	\$ 41.00
12179		10/2/2018	COURT REMITTANCE - IC	GENERAL FUND	NON-DEPARTMENTAL	\$ 440.50
12179		10/2/2018	COURT REMITTANCE - MVL	GENERAL FUND	NON-DEPARTMENTAL	\$ 962.00
12179		10/2/2018	COURT REMITTANCE - TT	GENERAL FUND	NON-DEPARTMENTAL	\$ 516.00
12179		10/2/2018	COURT REMITTANCE - VBF	GENERAL FUND	NON-DEPARTMENTAL	\$ 100.25
12179		10/2/2018	COURT REMITTANCE - ADT	GENERAL FUND	NON-DEPARTMENTAL	\$ 10.00
12179		10/2/2018	COURT REMITTANCE - UMI	GENERAL FUND	NON-DEPARTMENTAL	\$ 520.00
					TOTAL:	\$ 10,319.25

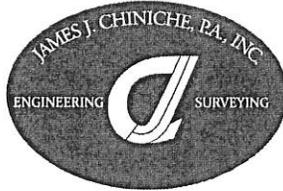
CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	PAGE 10 AMOUNT
12191	MS. DEPARTMENT OF PUBLIC SAFETY	10/3/2018	INTERLOCK IGNITION AUGUST	GENERAL FUND	NON-DEPARTMENTAL	\$ 280.00
12180		10/3/2018	INTERLOCK IGNITION 09/30/2018	GENERAL FUND	NON-DEPARTMENTAL	\$ 624.95
12181		10/3/2018	CRIMESTOPPERS SEPT 2018	GENERAL FUND	NON-DEPARTMENTAL	\$ 85.00
12181		10/3/2018	WIRELESS SEPT 2018	GENERAL FUND	NON-DEPARTMENTAL	\$ 551.00
					TOTAL:	\$ 1,540.95
12123	NAPA AUTO PARTS	9/28/2018	A/C SWITCH(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 7.86
12123		9/28/2018	SLIDE TERMINALS(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 2.10
12122		9/28/2018	DIESEL EKST FLD(4)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 40.00
					TOTAL:	\$ 49.96
12113	PARISH TRACTOR	9/28/2018	SPINDLE(3)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 258.45
12113		9/28/2018	BLADE BOLT(3)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 10.08
					TOTAL:	\$ 268.53
12129	PAYLOCITY	9/28/2018	PAYLOCITY	GENERAL FUND	ADMINISTRATION	\$ 702.93
					TOTAL:	\$ 702.93
12222	PITNEY BOWES RESERVE ACCOUNT	10/5/2018	POSTAGE FOR METER	GENERAL FUND	ADMINISTRATION	\$ 500.00
					TOTAL:	\$ 500.00
12223	POSTMASTER	10/5/2018	UTILITY BILLING	UTILITY FUND	ADMINISTRATION	\$ 1,800.00
					TOTAL:	\$ 1,800.00
12153	RI YOUNG COMPANY	9/24/2018	COURT COPIER_OVERAGE	GENERAL FUND	JUDICIAL	\$ 40.26
12152		9/24/2018	ADMIN COPIER_BASE	GENERAL FUND	ADMINISTRATION	\$ 70.18
12152		9/24/2018	ADMIN COPIER_OVERAGE	GENERAL FUND	ADMINISTRATION	\$ 23.93
12153		9/24/2018	COURT COPIER_BASE	GENERAL FUND	ADMINISTRATION	\$ 84.86
12153		9/24/2018	BUILDING COPIER_BASE	GENERAL FUND	BUILDING DEPARTMENT	\$ 84.86

CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	PAGE 11 AMOUNT
12153	RI YOUNG COMPANY	9/24/2018	BUILDING COPIER_OVERAGE	GENERAL FUND	BUILDING DEPARTMENT	\$ 40.26
12154		9/24/2018	POLICE COPIER_BASE	GENERAL FUND	POLICE	\$ 167.51
12154		9/24/2018	POLICE COPIER_OVERAGE	GENERAL FUND	POLICE	\$ 153.03
12153		9/24/2018	FIRE DEPT COPIER	GENERAL FUND	FIRE	\$ 8.68
12152		9/24/2018	P.W. COPIER_BASE	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 70.18
12152		9/24/2018	P.W. COPIER_OVERAGE	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 23.93
12152		9/24/2018	UTILITIES COPIER	UTILITY FUND	ADMINISTRATION	\$ 62.83
					TOTAL:	\$ 830.51
12189	ROCKING C TRUCK & TRAILER	7/6/2018	SENSOR ASSY ENG OIL	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 152.65
					TOTAL:	\$ 152.65
12219	S&L OFFICE SUPPLIES, INC	10/2/2018	PRINTER RIBBON	UTILITY FUND	UTILITY OPERATIONS	\$ 48.69
12176		10/1/2018	2PLY TISSUE(1)	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 34.79
12176		10/1/2018	CAN LINERS(2)	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 138.50
12176		10/1/2018	SOAP REFILL(1)	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 10.66
12176		10/1/2018	HAND TOWEL(1)	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 33.76
					TOTAL:	\$ 266.40
12187	SEA COAST ECHO	9/30/2018	TAX LEVIES AD	GENERAL FUND	CITY COUNCIL	\$ 536.25
12185		9/30/2018	18-19 BUDGET PUBLIC HEARING	GENERAL FUND	ADMINISTRATION	\$ 536.25
12183		9/30/2018	18-19 BUDGET AD	GENERAL FUND	ADMINISTRATION	\$ 536.25
12188		9/30/2018	GARBAGE REPORT	UTILITY FUND	ADMINISTRATION	\$ 247.50
12190		9/8/2018	GAS AWARENESS AD	UTILITY FUND	UTILITY OPERATIONS	\$ 550.00
					TOTAL:	\$ 2,406.25
12117	SOUTH MISSISSIPPI BUSINESS MACHINES	9/28/2018	COUNCIL COPIER MX-5140N	GENERAL FUND	CITY COUNCIL	\$ 139.98
12117		9/28/2018	COUNCIL COPIER MX-5140N	GENERAL FUND	CITY COUNCIL	\$ 202.02
					TOTAL:	\$ 342.00

CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	PAGE 12 AMOUNT
12145	SOUTHERN PIPE & SUPPLY	10/1/2018	PVC PARTS(2)	UTILITY FUND	UTILITY OPERATIONS	\$ 29.90
12145		10/1/2018	PVC PARTS(2)	UTILITY FUND	UTILITY OPERATIONS	\$ 25.90
12145		10/1/2018	PVC PARTS(20)	UTILITY FUND	UTILITY OPERATIONS	\$ 51.80
					TOTAL:	\$ 107.60
12183	STATE FIRE ACADEMY	9/17/2018	FIRE INVESTIGATOR CLASS	GENERAL FUND	FIRE	\$ 640.00
12182		9/19/2018	FIRE SERVICE MANAGEMENT	GENERAL FUND	FIRE	\$ 415.00
					TOTAL:	\$ 1,055.00
12115	SUN COAST CLAYS BUSINESS SUPPLY	9/28/2018	BLK BAG(8)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 279.92
12115		9/28/2018	SM. BAGS(3)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 63.99
12115		9/28/2018	MED GLOVES(5)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 47.50
12115		9/28/2018	JUMBO TP(4)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 103.92
12115		9/28/2018	BLEACH(2)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 34.96
12115		9/28/2018	PAPER TOWELS(2)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 59.98
12115		9/28/2018	DISINFECTANT SPRAY(3)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 11.94
12115		9/28/2018	NEUTRAL CLEANER(10)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 11.85
12115		9/28/2018	FABULOSO(4)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 51.92
					TOTAL:	\$ 665.98
12208	SUNSOUTH LLC	10/4/2018	UNIVERSAL JOINT YOKE	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 224.39
					TOTAL:	\$ 224.39
12213	THE FIRST BANK	10/5/2018	2018 CAT BACKHOE	DEBT SERVICE FUND	DEBT SERVICE	\$ 1,185.47
12215		10/5/2018	2018 CHEVY_MAYOR	DEBT SERVICE FUND	DEBT SERVICE	\$ 509.63
12215		10/5/2018	2018 CHEVY_CHIEF PD	DEBT SERVICE FUND	DEBT SERVICE	\$ 509.63
12214		10/5/2018	DURA SPRAY PATCHER	DEBT SERVICE FUND	DEBT SERVICE	\$ 882.91
12214		10/5/2018	KUBOTA ZERO TURNS	DEBT SERVICE FUND	DEBT SERVICE	\$ 275.77
12217		10/5/2018	2018 KUBOTA MINI EXCAVATOR	DEBT SERVICE FUND	DEBT SERVICE	\$ 321.83
12216		10/5/2018	2018 KUBOTA EXCAVATOR	DEBT SERVICE FUND	DEBT SERVICE	\$ 443.08
					TOTAL:	\$ 4,128.32

CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	PAGE 13 AMOUNT
12218	TIMOTHY A. KELLAR, HANCOCK CO CHANCERY	10/2/2018	TAX REDEMPTION_10/2018	GENERAL FUND	ADMINISTRATION	\$ 40.00
					TOTAL:	\$ 40.00
12199	TIRE SPOT	9/18/2018	TIRE REPAIR	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 80.00
					TOTAL:	\$ 80.00
12116	TRACTOR SUPPLY CREDIT PLAN	10/1/2018	100' TAPE MEASURE	GENERAL FUND	BUILDING DEPARTMENT	\$ 19.99
					TOTAL:	\$ 19.99
12229	TYLER WORKS/TYLER TECHNOLOGIES	9/30/2018	UTILITY BILLING NOTIFICATION	UTILITY FUND	ADMINISTRATION	\$ 43.40
					TOTAL:	\$ 43.40
12245	UNIVERSAL TELCOM, LLC	9/28/2018	ANSWERING SERVICE	GENERAL FUND	ADMINISTRATION	\$ 3,087.63
12245		9/28/2018	ANSWERING SERVICE	UTILITY FUND	ADMINISTRATION	\$ 343.08
12245		9/28/2018	ANSWERING SERVICE	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 61.32
					TOTAL:	\$ 3,492.03
12156	VINSON UNIFORMS	10/1/2018	STANDARD CARRIERS	DOJ FUNDS	DOJ-POLICE	\$ 1,890.00
12156		10/1/2018	BODY ARMOR	DOJ FUNDS	DOJ-POLICE	\$ 15,475.00
					TOTAL:	\$ 17,365.00
12198	WARING OIL	9/27/2018	DIESEL	GENERAL FUND	FIRE	\$ 2,138.73
12150		9/21/2018	GAS & DIESEL	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 1,662.43
12151		9/26/2018	GAS & DIESEL	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 1,265.00
12175		9/21/2018	HARBOR_DIESEL	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 9,698.44
					TOTAL:	\$ 14,764.60





October 10, 2018

Mayor Mike Favre  
688 Hwy 90  
Bay St. Louis, MS

RE: HWY 90 Lighting Modifications Project  
HSIP-0003-01(192) 107127-201500  
Change Order #3 to Commercial Electric of Long Beach

Dear Mayor Favre,

Please accept this letter as our recommendation to approve the attached Change Order #3 to Commercial Electric of Long Beach, Inc.

Please let me know if you have any questions or need any additional information.

Sincerely,

*Jason Chiniche, P.E.*

Jason Chiniche, PE

Attachment

Attachment: Letter to request Change Order 3 (1127 : Approval of Change Order #3)

*Exhibit "G"  
October 16, 2018*

Change Order No. 3

Date of Issuance:	October 10, 2018	Effective Date:	10/10/2018
Owner:	City of Bay Saint Louis	MDOT Contract No.:	HSIP-0003-01(192); 107127-201500
Contractor:	Commercial Electric of Long Beach, Inc.	Contractor's Project No.:	
Engineer:	Chiniche Engineering & Surveying	Engineer's Project No.:	17-032
Project:	Hwy 90 Lighting Modification Project	Contract Name:	

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

Description:

- |   |            |
|---|------------|
| 1. Commercial Electric is requesting 5 additional work days be added to the contract time due to MDOT work shut down due to Cruising the Coast. |            |
| 2. Cost to demo concrete on the first pole North West of Bouslog Street where Old Highway 90 was buried below ground. (Quote #45)               | \$2,517.35 |
| 3. Labor and material to tie in three poles east of Bouslog that did not have power. The power was taken out when demo done. (Quote #46)        | \$1,478.79 |
| Total Cost:   | \$3,996.14 |

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By:	<u><i>Jason Chiniche, P.E.</i></u>	By:	_____	By:	_____
	Engineer		Owner		Contractor
Title:	Project Manager	Title	_____	Title	_____
Date:	10.10.18	Date	_____	Date	_____

Approved by Funding Agency

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Title: \_\_\_\_\_

Attachment: Letter to request Change Order 3 (1127 : Approval) Change Order #3

6.A.a

### Quote

COMMERCIAL ELECTRIC OF LB INC

821 N NICHOLSON AVENUE  
Long Beach MS 39560  
228-860-0410  
redotheresa@gmail.com

Date	Quote #
9/21/2018	45

Name / Address
City of Bay St Louis

Rep	Project
	Highway 90 Revitali...

Description	Qty	Total
concrete saw rental	1	200.00
jack hammer rental	1	350.00
labor	1	1,440.00
15% overhead	1	298.50
10% profit	1	228.85
Demo concrete on first pole North West of Bousloug where old highway is baried below ground. MPC Non Taxable		0.00
<b>Total</b>		\$2,517.35

Attachment: Letter to request Change Order 3 (1127 : Approval of Change Order #3)

6.A.a

# Quote

COMMERCIAL ELECTRIC OF LB INC

821 N NICHOLSON AVENUE  
Long Beach MS 39560  
228-860-0410  
redotheresa@gmail.com

Date	Quote #
9/21/2018	46

Name / Address
City of Bay St Louis

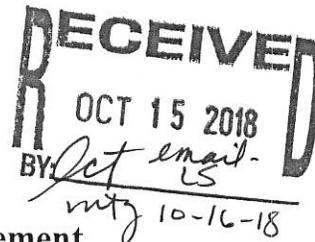
Rep	Project
	Highway 90 Revitali...

Description	Qty	Total
junction box	1	69.00
#10 wire	1	90.00
miscellaneous	1	50.00
labor	1	960.00
15% overhead	1	175.35
10% overhead	1	134.44
Labor and material to tie in three poles East of Bousloug that doesn't have power. The power was taken out when demo was done. MPC Non Taxable		0.00
<b>Total</b>		\$1,478.79

Document: Letter to request Change Order 3 (1127 : Approval Change Order #3)



Northshore Computer Services



## Northshore Computer Services IT Service Agreement

This IT Services Agreement is made effective as of October 12, 2018, by and between City of Bay St. Louis of 688 Hwy 90, Bay St. Louis, Mississippi 39520, and Northshore Computer Services, LLC of 108 TURKEY TROT DR, Slidell, Louisiana 70461.

Whereas Service Recipient is the owner/lessor/licensee of a certain Computer System (hereinafter defined) for which Service Recipient desires Service Provider to perform certain Services (hereinafter defined); and

Whereas Service Provider desires to perform such Services on the terms and conditions set forth in this Agreement.

Now, therefore, in consideration of the mutual promises set forth herein, the parties agree as follows:

**DEFINITIONS.** For purposes of this Agreement, the following definitions shall apply:

(a) "Computer System" shall mean the computer hardware, identified by model and serial numbers, and the computer software listed on Exhibit One, attached hereto and made a part hereof.

(b) "Services" shall mean the Operation, Maintenance and Management of the Computer System, specifically defined in Description of Services.

(c) "Operation" shall mean the operation of the Computer System, including, but not limited to manipulation and computation of data by the Computer System, the outputting of such manipulated and computed data by the Computer System, and communication between elements of the Computer System.

(d) "Maintenance" shall mean remedial maintenance and preventive maintenance of the Computer System.

Exhibit "H"  
October 16, 2018



(e) "Management" shall mean the scheduling of the use of the Computer System, procurement of supplies and spare parts therefor, and recommendation of changes and additions thereto.

(f) "Up-Time" shall mean total time, during any calendar week, that the Computer System is available for Operation during the time scheduled for Operation divided by the total time scheduled for Operation during such calendar week.

**DESCRIPTION OF SERVICES.** Beginning on October 12, 2018, Northshore Computer Services, LLC will provide to City of Bay St. Louis the following services (collectively, the "Services"):

(a) During the term hereof, Service Provider shall perform Services, which shall be subject to Service Recipients written acceptance, and shall be performed by Service Providers employees, acceptable to the Service Recipient, who are skilled in the Operation and Maintenance of the Computer System. Service Recipient may, for any reason, request that such employees be replaced with other skilled employees of Service Provider.

Our Complete IT Coverage solution includes 24/7 offsite system support. A member of our team will be available any time 7 days a week to accept and address inbound support issues. We will also manage all software and platform updates, backups, and bug fixes remotely during non-business hours.

Our system administration services cover the following key areas:

- User & Domain Management
- Security Monitoring & Response
- Firewall Support
- DNS Filtering
- Remote and Onsite Support
- Preventative Maintenance
- Software License Management
- Server Maintenance
- 24/7 System Monitoring
- Software Deployment & Updates
- Hardware Inventory
- Cloud Backups
- System Usage/Reliability Reporting



Northshore Computer Services

- Computer Repair
- New Computer & Server Setup and Deployment
- Wireless Network Management

Complete IT Coverage Includes:

- Desktop support and end-user support
- Onsite and remote support
- Remote desktop manager services: 24x7x365 remote monitoring, support, and emergency dispatch
- Reactive support – quick response to issues and alarms
- Proactive support – maintenance, patching, malware
- File Sharing Permission Administration
- Single point of contact for issue resolution, vendor management and troubleshooting
- One-on-one assistance which improves productivity and customer satisfaction
- Installation of New Software Packages
- Computer repair
- New computer setup and deployment
- New server setup and deployment
- Microsoft Update Management – Servers and Workstations
- File Sharing Permission Management
- Antivirus and Ransomware Software Management
- Virus/Spyware/Ransomware Removal
- Computer Inventory Management
- Wireless Networks Administration
- Firewall Administration
- Switch & Router Heartbeat Monitoring
- Drive Space Monitoring
- Microsoft Office Support
- IT Planning and Consulting
- Hosted Email System Support
- Cloud Backups – Setup and Monitoring
- Moving emails to new system included
- Finding a better and cost effecting cloud storage (ex. Google ONE has 2 TB of cloud storage for \$9.99 per month)
- After Hours Support

Excluded Services:

- Installation of new cable
- Hardware costs are not covered
- Phone system support



(b) The Computer System shall be available for Operation, during the term hereof, with an Up-Time of 95 percent, during the hours of 9 through 5, Monday through Friday, excluding legal holidays recognized in the city where Service Recipient company is located.

(c) The preventive maintenance and, whenever possible, the remedial maintenance portions of the Maintenance shall be performed during the times that the Computer System is not scheduled for Operation. To the extent any Maintenance is required to be performed during the times that the Computer System is scheduled for Operation, Service Provider shall provide, at no additional cost to Service Recipient, a back-up capability for that portion of the Computer System for which Maintenance is being performed.

(d) The performance of Service Provider shall include Service Providers procurement of supplies and spare parts sufficient to ensure that the Operation of the Computer System is uninterrupted.

(e) During the term hereof Service Recipient shall provide Service Provider with sufficient work space to perform Services.

**PAYMENT.** Payment shall be made to Northshore Computer Services, LLC, Slidell, Louisiana 70461, in the amount of \$2,600.00 ~~on or before 5th of every month.~~

*pursuant to Mississippi state law.*

In addition to any other right or remedy provided by law, if City of Bay St. Louis fails to pay for the Services when due, Northshore Computer Services, LLC has the option to treat such failure to pay as a material breach of this Agreement, and may cancel this Agreement and/or seek legal remedies.

**TERM.** This Agreement contract is month to month.

In the event of any termination/cancellation of this Agreement, Service Provider may:

(1) Declare all amounts owed to it hereunder to be immediately due and payable;



(2) Enter Service Recipient's premises and repossess all supplies, spare parts and other items supplied by Service Provider hereunder for which payment has not been received by Service Provider; and

(3) Cease performance of all Services hereunder without liability to Service Recipient.

(d) The foregoing rights and remedies of each party hereto shall be in addition to all other rights and remedies available to them in law and in equity; but the liquidated damages as stated below shall be Service Recipient's exclusive remedy for Service Provider's failure to maintain the Up-Time of 95.

**CONFIDENTIALITY.** Northshore Computer Services, LLC, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Northshore Computer Services, LLC, or divulge, disclose, or communicate in any manner, any information that is proprietary to City of Bay St. Louis. Northshore Computer Services, LLC and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Agreement.

Upon termination of this Agreement, Northshore Computer Services, LLC will return to City of Bay St. Louis all records, notes, documentation and other items that were used, created, or controlled by Northshore Computer Services, LLC during the term of this Agreement.

**WARRANTY.** Northshore Computer Services, LLC shall provide its services and meet its obligations under this Agreement in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in Northshore Computer Services, LLC's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to Northshore Computer Services, LLC on similar projects.

Service Provider warrants that the Services shall be of good quality and workmanship and in accordance with acceptable procedures for the Computer System, and that the Computer system will meet the specifications therefor.

EXCEPT TO THE EXTENT EXPRESSLY PROVIDED HEREIN, SERVICE PROVIDER DOES NOT WARRANT THE SERVICES PERFORMED HEREUNDER OR THE ACCURACY OR CORRECTNESS OF THE RESULTS OF THE SERVICES, AND THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF: 1) MERCHANTABILITY; 2) FITNESS FOR PARTICULAR



PURPOSE; 3) EFFORT TO ACHIEVE PURPOSE; 4) QUALITY; 5) ACCURACY; 6) NON-INFRINGEMENT; 7) TITLE; 8) MARKETABILITY; 9) PROFITABILITY; 10) SUITABILITY; AND/OR 11) ANY TYPE ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.

**DEFAULT.** The occurrence of any of the following shall constitute a material default under this Agreement:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Services in the time and manner provided for in this Agreement.

**REMEDIES.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 5 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

**FORCE MAJEURE.** If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or



omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

**ARBITRATION.** Any controversies or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Agreement. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Agreement or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Agreement.

**ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties.

**SEVERABILITY.** If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

**AMENDMENT.** This Agreement may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

**GOVERNING LAW.** This Agreement shall be construed in accordance with the laws of the State of Mississippi.

**NOTICE.** Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

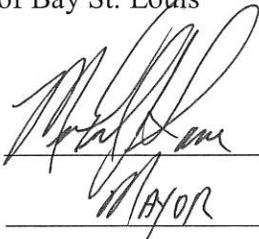


Northshore Computer Services

**WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**SIGNATURES.** This Agreement shall be signed on behalf of City of Bay St. Louis by \_\_\_\_\_, and on behalf of Northshore Computer Services, LLC by Mark H. Cohn, Owner.

Service Recipient:  
City of Bay St. Louis

By:  10-16-18  
Mayor

Service Provider:  
Northshore Computer Services, LLC

By: 

Mark H. Cohn  
Owner

# THE CITY OF BAY ST. LOUIS

## AGREEMENT ADDENDUM

That Agreement by and between The City of Bay Saint Louis, Mississippi (BSL) and Northshore Computer Services, LLC, dated October 16, 2018, is amended by the parties through the following Addendum. The following terms will take precedence over all other parts of Agreements to which BSL is a party:

1. References. In this Addendum, BSL will be understood to mean the City of Bay Saint Louis, Mississippi, as intended in the body of the Agreement.
2. Negligence Liability:
  - a. BSL is a governmental entity pursuant to Mississippi law with sovereign immunity as modified by MISS. CODE ANN. § 11-46-1, *et seq.* (Mississippi Tort Claims Act), as amended, and the Mississippi Constitution, Article 4, Section 100. Any action against BSL will be followed in accordance with and subject to the limitations contained therein and does not waive any of the rights contained therein or as interpreted by the Mississippi Attorney General's Office. Currently, the limits of liability under the Act are \$500,000.00 with no punitive damages. Further, no employee of BSL acting in the course and scope of his/her employment can be held personally liable under the Act, MISS. CODE ANN. § 11-46-7, *et seq.*
  - b. BSL is subject only to the jurisdiction of Mississippi state and federal courts. Mississippi law will be applied in all aspects. Accordingly, any provisions attempting to apply the laws of any state other than the State of Mississippi are hereby voided. The courts located in Hancock County, Mississippi, shall have exclusive jurisdiction of any dispute between the parties. If one party initiates an action against the other or should a party seek any form of relief against the other, then said action shall be filed in Hancock County, Mississippi. Any business or person doing business with BSL
  - c. Any indemnification clause requiring indemnification is hereby voided and replaced by this Paragraph 2(c). Any indemnification clause requiring BSL to indemnify Northshore Computer Services, LLC is hereby voided and replaced by this Paragraph 2(c). Each party agrees to be responsible for the negligent acts of its employees. It is the intention of the parties hereto that neither party will incur costs or expenses as a result of the negligence and resulting damage of employees of the other. Further, each party will be responsible for any other responsibility assumed by a party under this Agreement and to that extent any such costs or expenses will be borne by that party.
  - d. Any reference to attorney's fees to be paid by BSL is voided.
3. Insurance Requirements
  - a. Any clause contained in the Agreement requiring BSL to maintain professional liability or commercial general liability insurance is hereby voided.
  - b. All liability issues will be resolved in accordance with the Mississippi Torts Claims Act as described above.
  - c. BSL agrees to comply with the rules and regulations of the Mississippi Tort Claims

Board for the maintenance of insurance/self-insurance.

4. Unavailability of Funds. BSL may cancel this Agreement if funds become unavailable during the term of this Agreement. If this paragraph is exercised, there will be no further liability on the part of BSL once the notice of unavailability of funds is provided indicating the effective date of the cancellation of this Agreement.

5. Arbitration. Any paragraph requiring BSL to submit to binding arbitration is hereby voided.

6. Waiver of Warranties. Notwithstanding any provisions to the contrary that may be found in the Agreement or any other supplemental terms that may be referenced therein, any provision that seeks to limit BSL's recovery resulting from a breach of express or implied warranties shall be of no force and effect.

7. No Waiver of Damages. Notwithstanding any provisions to the contrary that may be found in the Agreement or any other supplemental terms that may be referenced therein, any provision that seeks to limit BSL's recovery in any manner shall be of no force or effect.

8. Waiver of Jury Trial. BSL shall not be subject to the terms of any provision contained in the Agreement or any supplemental terms that may seek to waive its right to a jury trial and any such term(s) requiring same shall be deemed to be of no force or effect as against BSL.

9. Force Majeure: Neither party shall be liable for failure to perform or delay in performing any obligation under the Agreement if the failure or delay is caused by any circumstances beyond its reasonable control, including, but not limited to, acts of God, war, civil commotion or industrial dispute ("Force Majeure"). If such delay or failure continues for at least sixty (60) days, then either party may provide written notice to terminate the Agreement; and, upon such termination, the parties will owe no further obligations to the other except with respect to any rights or obligations that may have accrued prior to termination.

10. Compliance with Applicable Laws/Standards. It is the intent of both parties that this Agreement will be performed in compliance with all applicable statutes, rules, and regulations as promulgated by federal and state agencies or legislative authorities having jurisdiction over the parties.

11. Term/No Automatic Renewal. Unless otherwise specified in the Agreement, the term of the Agreement or any renewal term thereof shall not extend past the term of the current City Council of June 30, 2021. If the Agreement does extend past that date, such Agreement will not be void, but voidable at the discretion of the following City Council.

12. Renewal/Extension of Term. Any extension or renewal may be subject to approval by the City Council and shall be subject to the terms of the BSL Agreement Addendum in effect at that time.

13. Conflict of Terms. To the extent there is a conflict between the terms of this Addendum and the term of the Agreement or any supplemental terms thereof, the terms of this Addendum will control. Upon expiration or termination of the Agreement, the terms of this Addendum shall survive and will apply with respect to any dispute that may exist between the parties.

14. Effective Date. It is agreed by both parties that this Agreement is subject to the approval of the governing authorities of BSL and this Agreement will become effective only if approved by the governing authorities.

15. Confidentiality. Add the following language to the Agreement paragraph entitled "CONFIDENTIALITY": Upon termination of this Agreement, all electronic records and files maintained on the Computer System shall, to the extent they would otherwise be maintained, retained, destroyed by Northshore Computer Services, LLC, be returned to City of Bay St. Louis. In addition, upon termination of BSL – Contract Addendum – Governmental (Rev. 10/2016)

this Agreement, all electronic records and files maintained on the Cloud Backups pursuant to this Agreement shall be either returned to City of Bay St. Louis, or access to and control of those electronic records and files shall be transferred to City of Bay St. Louis or its designee.

**NORTHSHORE COMPUTER SERVICES, LLC**

BY: Mark H. Cohn  
Name: Mark H. Cohn  
Date: 10/16/2018

**THE CITY OF BAY SAINT LOUIS,  
MISSISSIPPI**

BY: [Signature]  
Name: Michael Favre (Mayor)  
Date: 10-16-18



Northshore Computer Services

**WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**SIGNATURES.** This Agreement shall be signed on behalf of City of Bay St. Louis by \_\_\_\_\_, and on behalf of Northshore Computer Services, LLC by Mark H. Cohn, Owner.

Service Recipient:  
City of Bay St. Louis

By: \_\_\_\_\_

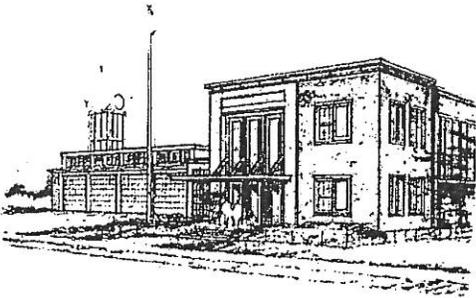
*[Handwritten Signature]*  
*10-16-18*  
*Mayor*

Service Provider:  
Northshore Computer Services, LLC

By: \_\_\_\_\_

*[Handwritten Signature]*

Mark H. Cohn  
Owner



**BAY ST. LOUIS  
FIRE DEPARTMENT**

P.O. BOX 2550  
BAY ST. LOUIS, MS 39520  
Ph: 228.467.4736 Fax: 228.467.4180

October 8, 2018  
RE: Engine 4  
TO: Mayor Mike Favre  
City Council Members

The Bay ST. Louis fire Department would like to surplus Engine 4. It's a 2000 International with a 1500 Gallon per minute pump that has required several thousands of dollars' worth of service, it is out of date and we receive no credit for it as per the Mississippi State Rating Bureau. We are wanting to surplus it and donate it to the Fenton Fire Department, which will try to make use of it. We have removed all ladders and useable firefighting equipment from it and will have this equipment in storage for use on other engines in the future.

*Monty Strong*

Chief  
Monty Strong

Attachment: Image (1111 : Surplus and Donate Engine 4 to the Fenton Fire Department)

Exhibit "I"  
October 16, 2018



*Pass Christian Fire & Rescue*

808 East Second Street • P.O. Box 368  
Pass Christian, MS 39571  
(228) 452-3325 • Fax (228) 245-0001

Chief Strong,

I respectfully request that the City of Bay St. Louis consider the sale of the FireDex FXR (khaki) bunker gear, purchased recently, for Rachel Gnau to the City of Pass Christian. Whereas, the gear is reasonably new, we would consider the original purchase price of \$1796.00, for the set (coat, pants, and suspenders) to be a reasonable price.

If agreeable, with your City, I will place the requisition and Purchase Order via the City of Pass Christian's Purchasing Agent at the earliest convenient time.

Thank you in advance for this consideration.

Very respectfully,

Dwight Gordon

Attachment: Image (1112 : Approval to sell FireDex FXR Bunker Gear to the City of Pass Christian)

Exhibit "J"  
October 16, 2018

### PowerDMS Overview

PowerDMS DOCUMENT, TRAINING, CERTIFICATE, TEST, and SURVEY features provide a complete solution for the electronic maintenance and administration of written directives, personnel policies, interoffice memorandums and any other documents for which employees must be accountable. PowerDMS is often replacing a paper and physical policy and procedure book environment that are typically supported through a shared network drive within an organization.

Organization Administrators can manage all policies and other critical documents, track the revisions of the documents and control the version that is view by application users. PowerDMS enables customers to bridge all of their crucial content into a single application, and the supporting content can be delivered in its native format. The architecture of PowerDMS allows organizations to intelligently map content to both personnel and any regulatory body that may exist in the work environment.

PowerDMS Administrators can also utilize a report module to build reports on signature information based on a wide variety of search criteria. All reports can be exported into MS office products. Additionally, a master administrator may maintain sub-administrator accounts for those who work in set areas of policy, training, test and employee information maintenance to allow for additional functional autonomy.

PowerDMS' production and disaster recovery systems are maintained in secured SAS-70 type II and SOC 2 certified data centers in the United States with redundancy on all critical support elements (i.e. data, power, environmental controls, and fire suppression). These Tier I and Tier II data centers have 24/7 security. Customer data is backed up in secure systems both on-site and off-site. Data while at rest, as well as in transmission to and from our off-site storage facilities is encrypted with 256-bit encryption. In addition, the PowerDMS.com application gives you the ability to back up your data yourself to you own on site servers—right from the application. PowerDMS has achieved the CJIS level of Security, (Criminal Justice Information System, managed by the FBI) which is recognized as the highest level of Data Security in the industry as it relates to data protection.

Upon purchase of PowerDMS, we deliver an implementation package that is specific to the needs of your organization. Our implementation team will work hand in hand with the customer to ensure a successful and timely launch of the application. PowerDMS will train your organization how to use PowerDMS start to finish in all verticals. Additional training can be purchased for future training in any vertical. Note: All system help features are electronic. Online help options includes, but are not limited to Show me how, Quick Sheets, Diagrams/flow graphs and Screen Shots, Video tutorials, Webinars, Basic and Advanced search function for key word/phrase searching.

All of the available self-paced resources work together with our Customer Support Call Center and after hours Emergency Support to ensure that the customer has every opportunity to achieve the best results and optimize the PowerDMS experience.

Our Customer Support Call Center is available to provide standard Helpdesk support (phone and email) between the hours of 8:00 am – 6:00 pm EST Monday through Friday, excluding public holidays. Services

Exhibit "K"  
October 16, 2018

include Level I how-to assistance with the application as well as Level II application break/fix assistance. Customer Care will respond to support any need or emergency that you may have. After hours and holiday emergency assistance is also available from our Customer Support Team. Support cases can be reported via phone or by email to our Customer Care Desk. Each call will be assigned a priority level and case number for tracking. All end users can call the help desk though some questions will be referred back to system administrator.

#### **PowerDMS creates Operational Excellence within the organization.**

**Document** allows employees instant access to written directives from any web browser. When an employee reads a new or revised policy/procedure, they are prompted for their user name and password to create their electronic "signature" which is then stored in the database. Each user(s) has their own unique user ID or PW (or they use AD authentication) and anytime a user accesses a document the event log will record that event. When the users signs off on a document the system creates an electronic signature that gives a time and date stamp down to the second of when they signed the document. Electronic signatures are kept on all documents including archived versions of all documents. Employees will also have access to the organization's policies/procedures in a searchable database and will be able to do a full text search of any document maintained within the system.

PowerDMS uses SOLR search technology for its Intelligent searching/search box. Type a word, tag or part of a word/document/numerical code and the intelligent search box drops down with possible choices (documents, policies and procedures, memo's and more to choose from). Key word search will search the body of the document as well as the document type and subject for that keyword. You have the ability to search by document name, document type, subject type or tag. Document also allows your agency to distribute embedded images or video files to all employees at any time.

Employees' who are assigned documents for signature, can be notified via email notification (Alerts feature).

Document "marries" the following documents to a SQL database: HTML, Word, PowerPoint, Excel, Word Perfect, and PDF. In most cases, existing documents formats can be easily converted to work with PowerDMS Document feature. PowerDMS contains a hyperlinking and tagging system that allows customers to specifically tie content together by 'tagging' them with key terms they may use in the course of day to day business. Additionally, you can utilize the hyperlink to not only guide a user to a different document within the application but also to a different location outside of the application.

PowerDMS has an event log that tracks all activity within the PowerDMS site. Only your own Site Administrators have access to that information.

Accepted document file formats include Microsoft Word (.doc, .docx), Word Perfect (.wpd), Word Document Template (.dot), Portable Document Format (.pdf), Microsoft Excel (.xls, .xlsx), PowerPoint (.ppt, .pptx, .pps), and simple web pages (.html, .htm),(.flv) format for your video files. Windows Media Video (.wmv), Audio Video Interleave (.avi), Moving Picture Experts Group (.mpg,

.mpeg, .mp4), and QuickTime (.mov) files are also accepted, but may not play as well as an .flv file.(.png), Bitmap (.bmp), JPEG (.jpg, .jpeg), and Graphics Interchange Format (.gif).

**TEST** allows policy managers to create on-line tests and link/attach them to documents to demonstrate a higher level of proficiency or comprehension if you so choose. The test is displayed through the clients' web browser and can be viewed in a single question or page view format. If a test is linked to a document, users are given the opportunity to take the test before their "signature" can be applied to the document. The electronic signature is not written to the database until the user takes and passes the linked test. Each test is automatically graded and saved in the database for future review by administrators and participants if allowed. Tests can be given in several formats to include randomization of the questions and answers.

**SURVEY** allows you to quickly publish and distribute surveys to your employees and receive feedback in a statistical graph. Survey functions similar to Test, however Surveys can be assigned as anonymous responses, which often yield better participation.

**CERTIFICATE and COURSE** allows administrators to track certifications and professional credentials, track the on-going total amount of employee training hours and manage/automate the renewal cycles of your certifications and professional credentials. The PowerDMS application provides a great platform to deliver online training to employees with minimal disruptions to staffing and work place interruptions. This self-paced learning tool can help to ensure that all employees are well trained and proficient in their primary areas of responsibility.

The members of any professional organization, fulltime, part-time, and volunteer, cumulatively receive thousands of hours of training each year. This includes training about administrative policy, operational procedures, and state, federal and local laws. The employees of an organization must have good knowledge and understanding of policy, procedure and law, and they must be able to perform with a clear understanding of the proper application of these principles. Supervisors must be able to determine the status of training qualifications for each member of their work unit; they must also be able to plan strategically to secure and deliver the best training and certification(s) available for each member of their organizational component, while maintaining fiscal responsibility and the continuous delivery of services to the public.

PowerDMS offers a great platform in a comprehensive package to meet the needs of your organization. PowerDMS is large enough to meet the market demands, yet small enough to still be personal with our customers.

### Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**PowerDMS, Inc**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.) See instructions.  
**100 S Garland Avenue Suite 300**

6 City, state, and ZIP code  
**Orlando, FL 32801**

7 List account number(s) here (optional)

Requester's name and address (optional)

#### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-					
--	--	--	---	--	--	--	--	--

or

Employer identification number

5	9	-	3	6	6	8	8	8	5
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#### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here      Signature of U.S. person ▶       Date ▶ **1-19-2018**

#### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

#### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

PowerDMS W-9 2018 (1126 : Authorize PowerDms Sa...  
ware Agreement

**POWERDMS, INC.**  
**SOFTWARE AS A SERVICE AGREEMENT**

**THIS SOFTWARE AS A SERVICE AGREEMENT (“Agreement”)** is entered into by and between **POWERDMS, INC. (“Vendor”)** and \_\_\_\_\_ (**“Customer”**). The term (**“Term”**) of this Agreement shall begin on the date on which both parties have executed it (**“Effective Date”**). In reference to Formal Q -24521

**Recitals**

**WHEREAS**, Vendor provides services (**“Vendor Services”**) using Vendor’s software (**“Vendor Software”**) and access-controlled website (**“Vendor Site”**) which Customer desires to use for the management of Customer’s documents, records and data (collectively, **“Customer Content”**); and

**WHEREAS**, Customer desires to obtain a subscription (**“Customer Subscription”**) for certain Vendor Services in accordance with the provisions of (a) this Agreement and (b) one or more quotation sheets (each a **“Quotation Sheet”**) entered into by and between the parties, each of which shall specify the Vendor Services included in each Customer Subscription (**“Subscription Services”**), the term of the Customer Subscription (each a **“Subscription Term”**) and the fees applicable to the Customer Subscription (**“Subscription Fees”**).

**NOW, THEREFORE**, in consideration of the parties' mutual promises contained in this Agreement, the parties, intending to be legally bound, agree as follows:

**1. Use of Subscription Services.**

a) Subject to the terms and conditions of this Agreement, Vendor grants Customer and Customer’s designated users (**“Users”**) the nonexclusive right to use the Subscription Services during the Subscription Term.

b) Neither Customer nor any User will (i) modify, translate, or create derivative works of the Vendor Services, Vendor Software or Vendor Site (collectively, **“Vendor Technology”**); (ii) reverse engineer, decompile, disassemble, or otherwise attempt to derive any of the Vendor Software's source code or any other technology used by Vendor to provide the Vendor Service; (iii) sublicense, resell or distribute any Vendor Technology in any manner or form; (iv) share login credentials for the Subscription Services with other parties; (v) “frame” or “mirror” the Vendor Services or Vendor Site; or (vi) use or permit any User to use the Vendor Technology from any location outside of the United States.

c) Customer is responsible for maintaining the security and confidentiality of all User usernames and passwords and for all activities that occur under Customer’s User accounts.

Customer agrees to notify Vendor immediately of any unauthorized use of any username or password or account or other known or suspected breach of security.

d) Customer will have sole responsibility, and Vendor assumes no responsibility, for the Customer Content. Without limiting the foregoing, Customer will not submit, or permit any of its Users to submit, to the Vendor Services any Customer Content or other materials (collectively "**Restricted Materials**") that are

- Illegal or illegally created or obtained;
- false or misleading;
- defamatory;
- indecent or obscene;
- threatening;
- infringing of any third party rights;
- invasive of personal privacy;
- subject to mandatory public disclosure by Vendor except in accordance with Customer's written instructions to Vendor;
- protected by the Health Insurance Portability Accountability Act (HIPAA);
- Restricted Data, as that term is defined in Title 28, Part 20, Code of Federal Regulations; or
- Personally Identifiable Information (PII), other than the PII respecting each User required for such User to be able to log into and utilize the Subscription Services.

e) Customer shall comply with all applicable laws in using the Vendor Services.

f) Vendor may, from time to time, adopt and update rules for permitted and appropriate use of the Vendor Services. Upon delivery to Customer, or publication on the Vendor Site, of any such rules or updates, any further use of the Subscription Services by Customer and Customer's Users shall be subject to such rules.

g) Vendor reserves the right, in addition to any other remedies available to it, to suspend any User account or User activity if Vendor believes such account or activity (i) is the source of disruption of the Vendor Services or harm to the systems or infrastructure of Vendor or any third party, (ii) is being used to conduct illegal activity or activity that could potentially expose Vendor to legal liability, or (iii) has been used to submit Restricted Materials to the Vendor Services, or (iv) otherwise violates the terms and conditions set forth in this Agreement or any rules adopted by Vendor with respect to the use of the Vendor Services.

h) The Vendor Services are subject to modification from time to time at Vendor's sole discretion; provided that any such modification will not degrade the functionality of the Subscription Services in any material manner, except as required by applicable law. Vendor will use reasonable efforts to give Customer prior written notice of any material modification.

2. **Fees.** Subscription Fees for each Customer Subscription shall be payable in the amounts and upon the terms specified in the Quotation Sheet. Vendor reserves the right to adjust Subscription Fees upon the expiration of any Subscription Term, with any such adjustment to be reflected in the Quotation Sheet issued by Vendor to Customer with respect to the following Subscription Term. Except as expressly provided in this Agreement, Subscription Fees are nonrefundable. Late payments shall be subject to a charge of 1.5% per month on any outstanding balance or the maximum permitted by law, whichever is lower, plus all reasonable expenses and fees of collection.

3. **Customer Content.**

a) As between Customer and Vendor, all Customer Content submitted to the Vendor Services by Customer or by Customer's Users will remain the sole property of Customer or such Users. Subject to the terms and conditions of this Agreement, Customer grants to Vendor a non-exclusive license to use, copy, store, transmit and display Customer Content to the extent reasonably necessary (i) to provide, maintain and improve the Vendor Services and (ii) to confirm compliance with the terms of this Agreement.

b) During the Term of this Agreement, Customer may extract Customer Content at any time through the Subscription Services. For a period of ninety (90) days after the end of the Term, Customer Content will be furnished to Customer upon written request. Thereafter, Vendor shall have no further obligation to retain any Customer Content.

c) Except as authorized by Customer (in this Agreement or otherwise) or required under applicable law, Vendor shall not disclose any Customer Content to anyone other than Vendor's employees or subcontractors who are bound by confidentiality obligations and who need to know the same to perform Vendor's obligations hereunder. The confidentiality obligations set forth in this paragraph (i) will survive for one (1) year after the termination or expiration of this Agreement, and (ii) do not apply to Customer Content which is (A) already in the possession of Vendor and not subject to a confidentiality obligation to Customer; (B) independently developed by Vendor; (C) publicly disclosed through no fault of Vendor; or (D) rightfully received by Vendor from a third party that is not under any obligation to keep such information confidential.

4. **Ownership of Vendor Technology.** Vendor retains all rights in the Vendor Technology, including, without limitation, any intellectual property developed by Vendor during the course of its performance of any services for Customer. Except as expressly provided in this Agreement, no license or other right is granted to Customer or its Users in the Vendor Technology. The Vendor name, the Vendor logo, and the product names associated with the Vendor Technology are trademarks of Vendor or third parties, and they may not be used without Vendor's prior written consent.

## 5. Indemnification.

a) Vendor will defend, indemnify, and hold Customer (and its Users, officers, directors, employees and agents) harmless from and against all costs, liabilities, losses, and expenses (including reasonable attorneys' fees) (collectively, "Losses") incurred in connection with any third party claim, suit, action, or proceeding arising from the actual or alleged infringement of any United States copyright, patent, trademark, or misappropriation of a trade secret by the SubscriptionServices. In case of such a claim, Vendor may, in its sole discretion and at its sole cost, procure a license that will protect Customer against such claim, replace the SubscriptionServices with a comparable non-infringing service, or terminate the SubscriptionService without fault, provided that in case of such a termination, Customer will receive a pro-rata refund of the applicable Subscription Fees. The obligations contained in this paragraph will not apply to the extent that the alleged infringement would not exist without: (i) modification of any Vendor Technology by Customer or any User, (ii) combination by Customer or any User of any Vendor Technology with any third party technology, (iii) continued use of any Vendor Technology by Customer or any User more than thirty (30) days after Customer is notified of the alleged infringement or modifications that would have avoided the alleged infringement, or (iv) used by Customer or any User of any Vendor Technology in breach of this Agreement.

b) In case of any claim that is subject to indemnification under this Agreement, the party that is indemnified ("Indemnitee") will provide the indemnifying party ("Indemnitor") reasonably prompt notice of the relevant claim. Indemnitor will defend and/or settle, at its own expense, any demand, action, or suit on any claim subject to indemnification under this Agreement. Each party will cooperate in good faith with the other to facilitate the defense of any such claim and will tender the defense and settlement of any action or proceeding covered by this Section to the Indemnitor upon request. Claims may be settled without the consent of the Indemnitee, unless the settlement includes an admission of wrongdoing, fault or liability.

## 6. Disclaimers and Limitations.

a) THE WARRANTIES EXPRESSLY STATED IN THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY VENDOR. THERE ARE NO OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. THE VENDOR TECHNOLOGY IS PROVIDED TO CUSTOMER ON AN "AS IS" AND "AS AVAILABLE" BASIS. CUSTOMER IS SOLELY RESPONSIBLE FOR DETERMINING WHETHER THE SUBSCRIPTIONSERVICES ARE SUITABLE FOR CUSTOMER'S PURPOSES. VENDOR DOES NOT WARRANT THAT USE OF THE VENDOR TECHNOLOGY WILL BE ERROR-FREE OR UNINTERRUPTED. VENDOR MAKES NO WARRANTY THAT THE VENDOR TECHNOLOGY COMPLIES WITH THE LAWS OF ANY JURISDICTION OUTSIDE THE UNITED STATES.

b) Except with regard to liability for the indemnity obligations under Section 5 (Indemnification) or Customer's breach of Section 1 (Use of Site and Services), in no event will either party's aggregate liability exceed the Subscription Fees required to be paid by the Customer to Vendor during the twelve (12) month period ending on the date on which the relevant claim is submitted. In no event will either party be liable for any indirect, special, incidental, consequential damages of any type or kind (including, without limitation, loss of data, revenue, profits, use or other economic advantage).

c) If the Subscription Services are impacted by any incident resulting in data loss, Vendor will take commercially reasonable steps to restore the Customer Content from the most recent existing, unaffected backup available. Vendor makes no representations or warranties regarding its ability to recover any Customer Content lost, and Customer acknowledges that it is responsible for conducting its own regular backups of Customer Content through the Subscription Services.

d) Third party services or content might be accessible through the Vendor Services. Vendor is not responsible for, and makes no warranty respecting, any such services or content.

## 7. Term and Termination

a) The Term of this Agreement shall begin on the Effective Date and end on the first anniversary of the Effective Date or, if later, after the Subscription Terms for all Customer Subscriptions have expired.

b) The Subscription Term of each Customer Subscription shall be as set forth in the Quotation Sheet for the Subscription. A Quotation Sheet issued by Vendor to Customer shall be deemed to be effective if Customer (i) executes and returns it to Vendor or (ii) remits payment to Vendor of the Subscription Fees specified in it.

c) Either party may terminate this Agreement and any Quotation Sheet at any time in the event that the other party (i) breaches any material term of this Agreement or such Quotation Sheet and fails to cure such breach within thirty (30) days after written notice thereof; or (ii) becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law, or is wound up or liquidated, voluntarily or otherwise.

d) Upon termination of this Agreement for any reason, Customer and Users shall cease all use of Vendor Services and, except as provided in Section 8 (Survival of Provisions), all rights and obligations of the parties hereunder, apart from Customer's accrued financial obligations, shall automatically cease. Notwithstanding the foregoing, termination shall not affect or prejudice any right or remedy that a party possesses with respect to any breach of this Agreement occurring on or before the date of termination.

**8. Survival of Provisions.** The following Sections, and all defined terms used therein, shall survive termination: all definitions, 1(b)-(e) (Use of Subscription Services), 3 (Customer Content), 4 (Ownership of Vendor Technology), 5 (Indemnification), 6 (Disclaimers and Limitations), 7 (Term and Termination), 8 (Survival of Provisions), 9 (Notice), and 10 (Miscellaneous).

**9. Notice.** Vendor may give notice by means of electronic mail to Customer's email address on record in Customer's account or by written communication sent by first class mail or by courier service to Customer's address on record in Customer's account. Such notice will be deemed to have been given upon the expiration of 72 hours after mailing (if sent by first class mail) or sending by courier or 24 hours after sending (if sent by email), or, if earlier, when actually received. Customer may give notice to Vendor by email to [accounting@powerdms.com](mailto:accounting@powerdms.com). A party may, by giving notice, change its applicable address, email, or other contact information.

#### **10. Miscellaneous**

**a) Choice of Law.** This Agreement will be interpreted in accordance with the laws of the State of Florida and applicable federal law, without regard to conflict of laws principles.

**b) Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the invalid, illegal, or unenforceable provision will not affect any other provisions, and this Agreement will be construed as if the invalid, illegal, or unenforceable provision is severed and deleted from this Agreement.

**c) No Agency.** No joint venture, partnership, employment, or agency relationship exists between Customer and Vendor as a result of this Agreement or use of any Vendor Services.

**d) No Waiver.** The failure of a party to enforce any right or provision in this Agreement will not constitute a waiver of such right or provision.

**e) Force Majeure.** If the performance of this Agreement by either party (other than the payment of Subscription Fees by Customer) is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labor disputes, act of God or any other causes beyond the control of such party, that party will be excused from such performance to the extent that it is prevented, hindered or delayed by such causes.

**f) Authority.** Each of the undersigned represents and warrants that he or she has full legal authority to bind the party for which he or she purports to execute this Agreement by signing below.

**g) Assignment.** This Agreement may not be assigned by Customer without the prior written approval of Vendor but may be assigned by Vendor to (i) a parent or subsidiary, (ii) an acquirer of all or substantially all of Vendor's assets involved in the operations relevant to this

Agreement, or (iii) a successor by merger or other combination. Any purported assignment in violation of this Section will be void. This Agreement may be enforced by and is binding on permitted successors and assigns.

h) **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.

i) **Entire Agreement.** This Agreement and any Quotation Sheets in effect between the parties comprise, together, the entire agreement between Customer and Vendor and supersede all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. No amendment or modification to this Agreement shall be binding unless in writing and signed by an authorized representative of each party. This Agreement supersedes, and shall not be modified or amended by, any standard terms and conditions contained or referenced in any Quotation Sheet, purchase order or other communication between Vendor and Customer.

**IN WITNESS WHEREOF**, the parties hereby execute this Agreement to be effective on the date on which both parties have signed it.

**VENDOR**

**CUSTOMER**

PowerDMS, Inc.

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

8.E.d



t 800.749.5104 f 407.210.0113 www.powerdms.com 101 S. Garland Ave, Ste 300 Orlando, FL 32801

Subscription Quote

Contract Details		Order Details	
Account Number: A-27217	Customer: Bay Saint Louis Police Department (MS)	Sales Rep: Bryan Giguere	
Customer Contact		Billing Contact Email: akingston@baystlouis-ms.gov	
Billing Contact: Bay Saint Louis Police Department (MS)	Address: Alvin Kingston 698 Highway 90 Bay Saint Louis, MS 39520	Phone: 228-466-5476	Fax: 228-466-5510
Payment Terms		Notes: PowerDMS suite	
Payment Term: Net 30	PO Number:		
Subscription Service			

Item	Type	Qty	Price	Total
SDMS-AS	Recurring	35	\$54.00	\$1,890.00
Annual PowerDMS.com hosted subscription fee				
Basic Services Fee	Services	1	\$2,000.00	\$1,000.00
Up to 10 hours of remote training; Access to our self-paced learning portal, live training webinars, training tutorials, and quicksheets. One-time implementation fee.				
<b>TOTAL:</b>				<b>\$2,890.00</b>

Additional Terms and Conditions

**Payment Terms** All invoices issued hereunder are **due upon the invoice due date**. The fees set forth in this Quotation Sheet are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable.

**Terms & Conditions** Unless otherwise agreed in writing by PowerDMS and Licensee, this Quotation Sheet and the services to be furnished pursuant to this Quotation Sheet are subject to the terms and conditions set forth here: <http://www.powerdms.com/terms-and-conditions/>. The Effective Date (as defined in the online terms and conditions of this Software as a Service Agreement) shall be the date set forth below.

Bay Saint Louis Police Department (MS)

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

THE INFORMATION AND PRICING CONTAINED IN THIS QUOTATION SHEET IS STRICTLY CONFIDENTIAL

Attachm... Bay St Louis PD 35 users updated (1126 : Authorize PowerDMS Software Agreement)



8.F.a

**“GENERATOR AGREEMENT”**  
**(GENERAL TERMS AND CONDITIONS)** (Attachment D)

**Recycling/Non-Haz Waste Generator Agreement:**

This agreement is a legal document and shall constitute a mutual Agreement/Covenant between GENERATOR and AARON OIL COMPANY, INC. (hereafter referred to as Recycler). A copy of this agreement with each manifest must be retained for a period of at least three (3) years beyond its cancellation and must be on file at the used oil Generator facility. The Recycler and the Generator intending to be legally bound hereby mutually agree as follows:

**A. Recycler Agrees**

1. To remove from Generator all used oil/acceptable waste materials/virgin fuel products/crude oil meeting the non-hazardous specification set forth in 40 CFR parts 261 & 279, 40 CFR Parts 761, and any other specification that the Environmental Protection Agency may enact for non-hazardous materials and that meet Recyclers profile.
2. All loads will be tested by Recycler at the Generator's site and the Recyclers site before removing any used petroleum oils or water from generator's site or the transporters tanker, to insure that only non-hazardous used oil and petroleum products suitable for recycling is removed for recycling. All water must be approved prior to shipment and must meet the description of one or more of the listed sources as described in our SID Permit.
3. To handle and dispose of these used oils/acceptable waste materials/virgin fuel products/crude oil in a manner that is protective of human health and the environment per 40 CFR Parts 761.20 (e) and applicable sections of 40 CFR Parts 261 & 279 regulations.
4. To manage used oils/acceptable waste materials/virgin fuel products/crude oil and other waste that is handled by Recycler for Generator according to all appropriate federal, state and local regulations that govern the cradle to grave management of used petroleum oil recycling. Regulations shall include but shall not be limited to those found in 40 CFR 261, 266, 279 covering used oil and other petroleum products burned for energy recovery, regulations found in 40 CFR Parts 761 that cover used oil with less than 2 PPM of PCB's and regulations that cover Spill Prevention Control and Countermeasure (SPCC) plan covered under the Clean Water Act, found in 40 CFR 112 and the new OPA90 Rules as applicable.
5. To maintain applicable insurance coverage required by the Department of Transportation, the Environmental Protection Agency and any other federal, or state agency that may require RECYCLER or Generator to maintain a certain policy amount.
6. To maintain a CRADLE TO GRAVE computerized tracking system that will follow each gallon of used petroleum oil and associated waste removed from said oil including analysis results and final end user destination for a minimum of five (5) years.
7. To indemnify Generator and hold Generators harmless with respect to damages and other liability under federal, state or local law, including common law, in connection with the transportation, storage, processing, recycling and or disposal of Generator's used petroleum oil and associated waste removed from the process of such oil, including water, used oil filters, oil sludge, etc., provided such streams meet the non-hazardous waste requirements and is not misrepresented by the Generator or their representative.

**B. Generator Agrees**

1. To not mix any hazardous waste into the used petroleum oil or virgin petroleum oil/fuels or other acceptable materials being recycled by the Recycler and will only allow used oils/acceptable waste materials/virgin fuel products/crude oil, that are classified as non-hazardous waste according to 40 CFR parts 261, 266 Subpart (E) and 40 CFR 279 to be delivered to Recycler.
2. That the used petroleum oil that will be delivered and recycled under this contract has not been contaminated by any P.C.B.'s. (< 2 PPM)
3. To sign and execute receipts indicating these certifications (Receipts furnished by RECYCLER) and to keep such copies of receipts on file at the Generator's office or place of business for a minimum of five (5) years.
4. Generator warrants and represents to Aaron Oil that the description of any waste materials provided to Aaron Oil is a true and correct description of the waste material, and that the waste material will have the properties, and characteristics described in each waste MANIFEST/or PROFILE or other documents given to and accepted by Aaron Oil. Generator further agrees that any trucks or containers of waste material or petroleum products that it delivers to Aaron Oil will be marked, labeled, and otherwise in conformance with all applicable federal, state and local laws and regulations. Both Recycler and Generator hereby agree that the Generator's certifications and representations is a material and substantial part of this transaction.
5. Generator agrees that it possesses and shall maintain all licenses, permits or certificates required by applicable local, state and federal laws and regulations to lawfully dispose of and deliver any waste material to Aaron Oil, and that while and if the Generator's agents or employees are on Aaron Oil's premises, they will comply with all federal, state and local laws and regulations pertaining to occupational safety and health as well as Aaron Oil's particular policies and procedures as instructed.

**C. Nonconforming Waste Materials**

1. Aaron Oil shall have the right to inspect, sample, analyze, or test any waste materials before beginning services. Failure or refusal of Generator to provide Aaron Oil with access to inspect, sample, or test such waste material shall cause such waste material to be deemed nonconforming as defined in this section. Aaron Oil's exercise of or failure to exercise, its right hereunder shall not operate to relieve the Generator of its responsibility or liability under this agreement.
2. Nonconforming Waste Materials. In the event that any waste materials are discovered to be of the type that cannot be handled, stored, treated, processed, recycled or disposed of as anticipated by this agreement, such waste materials shall be considered nonconforming. Aaron Oil shall not be responsible for handling, transportation, storage, treatment, processing, recycling, or disposal of nonconforming waste materials. Also, if the nature of the waste materials will significantly increase the cost of performing the services or the waste materials are determined now or hereafter to be defined as a hazardous waste under any applicable local, state, or federal statute, law or regulation promulgated thereunder, then this waste will be considered nonconforming.
3. Return of Nonconforming Waste Materials. In the event that Aaron Oil determines that any waste materials are nonconforming, the

Exhibit "L"  
October 16, 2018

Customer Initials: \_\_\_\_\_

Date: \_\_\_\_\_

Packet Pg. 204

Attachment: Aaron Oil agreement (1125 : Aaron Oil Waste Oil Pickup Contract)

parties shall pursue one of the following courses of action:

- (A). Aaron Oil shall return the nonconforming waste materials to the Generator within a reasonable time after notice of nonconformity has been communicated to the Generator.
- (B). The parties may agree to some mutually acceptable alternative lawful manner of disposition of the nonconformity waste materials.

In all events, the Generator shall pay Aaron Oil its reasonable expenses and charges for handling, loading, preparing, transporting, storing, and caring for nonconforming waste materials.

**D. Transfer of Title.** Title to and liability for Waste Materials shall transfer from the Generator to Aaron Oil upon acceptance; provided, however, that title to and liability for Nonconforming Waste Materials shall at all times remain with the Generator, unless Aaron Oil agrees in writing to accept title to and liability for such nonconforming waste materials.

**E. Other Terms.**

1. Independent Contractor. Aaron Oil is and shall perform this Agreement as an Independent Contractor, and as such, shall exercise exclusive control over all of its employees, agents, subcontractor, and operations. Neither Aaron Oil nor anyone employed by Aaron Oil shall be, represent, purport to act as, or be deemed to be the agent, representative, employee or servant of the Generator.
2. Force Majeure. Neither party shall be deemed to be in material breach of this agreement to the extent that any delay of failure in the performance of its obligations, other than the payment of money for services already rendered, results from any cause beyond its reasonable control, including, but not limited to; acts of God, acts of civil or military authority, riots, insurrections, fire, explosion, accident or epidemic, lack of regulations, requirements, orders of actions, breakage, failure of machinery or apparatus, negligent or willful act of the other party, national defense requirements, injunctions or restraining orders, labor trouble, strikes, lockout or injunction, provided that neither party shall be deemed required to settle a labor dispute against its own best judgement and changes in laws, statutes, regulations, or ordinances.
3. Notice. Any notice to be given under this agreement shall be in writing and delivered to the address of the respective party as set fourth at the beginning of this Agreement.
4. Law to apply. The validity, interpretation, and performance of this Agreement shall be governed and construed in accordance with the laws of the State of Alabama.

**F. Recycler and Generator Further Agree.**

1. That the costs involved for this service may be negotiated and raised or lowered as the Parties may substantially agree. However, it is agreed by both the recycler and generator that any addition or other modifications in these general terms and conditions that are contained in any acknowledgment, invoice, other form or communication from generator is hereby objected to and rejected, unless signed by an AOC's CEO, notwithstanding generator accepts recycler's written notice of price changes from time to time for services provided subject to these terms and conditions. Each year the applicable Consumer Price Index (CPI) shall be applied to all pricing. AOC's pricing index for used oil shall be defined as AOC's RFO net average sales price less applicable agreed upon % discount.
2. Fuel surcharges, document storage fee, and testing fees may be applicable to this transaction.
3. Government regulations that go into effect after the customer contract/agreement signed, the Recycler will raise or lower costs to provide applicable services. Recycler's costs/prices will be adjusted as applicable to comply with changes.
4. Termination without Cause. Either party may terminate this Agreement for any reason by giving the other party thirty (30) days written notice of termination prior to the end of the initial agreed upon term. This agreement will renew year to year until either party provides written notice of termination within 30 days of the end of any renewal period.
5. Termination for Cause. Either party may terminate this agreement upon the occurrence of any material breach by the other party by giving written notice of such breach to the breaching party, which notice must make reference to this section and describe the alleged breach. This Agreement will terminate ten (10) days after receipt of such notice unless the breaching party cured such breach within such ten (10) calendars day period.
6. Savings Clause. If any part or section contained in this Agreement is ever deemed invalid by any court of competent jurisdiction, such decision or decree shall not affect the remainder of parts or sections, and each shall remain in full force and effect.

**G. Entire Agreement.**

1. All prior oral or written proposals, negotiations or agreements, contracts, etc. between the parties hereto are merged into and is superseded by this Contract regarding this specific transaction and this Contract/Agreement shall control over any inconsistent provisions in any prior or subsequent Contract/s or Agreement/s between the parties.
2. EXCHANGE PROGRAM: If this transaction involves our delivery and set up under our Absorbent and Drum/Box/or Roll-Off Exchange Program, GENERATOR agrees that during each period between exchanges, the responsibility of damaged containers, leaks, spills, proper management, labeling, storage and handling of each container and its content while in its possession remains the GENERATOR's until such time containers are accepted by RECYCLER during the exchange. If the content of any container is deemed not acceptable by RECYCLER during any scheduled exchange, then the GENERATOR will pay the RECYCLER to replace the container with a clean emptied container of equal value and quality in accordance with the RECYCLER's Quote dispose of the unaccepted material at its expense. Any damages to the container between exchange periods, on loss of use, the repairs will be made or the container will be replaced at the GENERATOR's expense.
3. All invoices are due net 30 unless otherwise noted. Any past due amount over 30 days is subject to a 1.5 % service charge per month. Customer/Generator will be responsible for any attorney/collection cost for collection of this manifest/invoice.



P.O. Box 2304, Mobile, AL 36652  
 (251) 479-1616 / (800) 239-4549  
 EPA # 983180233

Service Agreement / Quote Number

8.F.b  
 73903

Location # 2284674226

Date: 08/27/18

Generator/Shipper Bay St Louis Harbor Bus. Phone 228-467-4226 Bus. Fax: \_\_\_\_\_  
 Address: 100 Jody Compretta Dr Contact 1: Chuck Fortin  
 City Bay St Louis State: MS Zip: 39520 Title: Harbor Master  
 Billing Name: SAME Email: cfortin@baystlouis-ms.gov  
 Billing Address: \_\_\_\_\_ Cell Phone: 228-216-1644  
 City \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Company Email: \_\_\_\_\_  
 EPA ID#: \_\_\_\_\_

Description of Services (A)  Additional Locations (B)  Standard Menu Pricing (C)  Generator Terms & Conditions (D)

INDUSTRIAL SERVICES (VACUUM TRUCKS)

\*\*Estimate Amounts

Contracted Truck Chg	_____	\$ Per Hr/Load	_____	Total \$	_____
Semi Vacuum Truck	_____	\$ Per Hr	_____	Total \$	_____
Bobtail Vacuum Truck	_____	\$ Per Hr	_____	Total \$	_____
Sludge- Bottoms - Gal	_____	\$ Per Gal	_____	Total \$	_____
Used Oil	_____	\$ Per Gal	_____	Total \$	_____
Oily Water-Gal	_____	\$ Per Gal	_____	Total \$	_____
Mileage	_____	\$ Per Mile	_____	Total \$	_____
Per Diem	_____	\$ Per Day	_____	Total \$	_____
Foreman Hrs	_____	\$ Per Hr	_____	Total \$	_____
Labor Hrs	_____	\$ Per Hr	_____*	Total \$	_____
Material/Supplies	_____	\$ Per Day	_____	Total \$	_____
Compliance Fee	_____	\$ Per Pick Up	_____	Total \$	_____
Fuel Surcharge	_____	\$ Per Truck	_____	Total \$	_____
AOC Truck Clean Out	_____	\$ Per Hour	_____	Total \$	_____

\* Overtime rates will apply to all hours worked over 8 per day.

Est. Total\*\* \$ \_\_\_\_\_

PUMP - TANKER & VAN TRUCK SERVICES

Oil-Gal	Used Oil - Used Diesel (Bulk Liquids)	\$ Per Gal	N/C	P/C/F Free	as of	_____
Water- Oily Water	Oily Water - (Bulk Liquids)	\$ Per Gal	\$0.50	Total \$	_____	_____
Used Antifreeze Gal	Used Antifreeze	\$ Per Gal	\$0.50	Total \$	_____	_____
Other-Gal	(Sample required Quoted Case by case)	\$ Per Gal	(case by case)	Total \$	_____	_____
Used Filters - Drum	55 Gal Drum	\$ Per Drum/Box	\$75.00	Total \$	_____	_____
Absorbents - 1 Drum	55 Gal Drum	\$ Per Drum/Box	\$75.00	Total \$	_____	_____
Env - Box Set-Up	_____	\$ Per Box	_____	Total \$	_____	_____
Env Box Rental	_____	\$ Per Day	_____	Total \$	_____	_____
Sludge/Grease-Drums	_____	\$ Per Drum	_____	Total \$	_____	_____
Dirt-Drums	_____	\$ Per Drum	_____	Total \$	_____	_____
Used Gasoline Drums	_____	\$ Per Drum	_____	Total \$	_____	_____
Oil, Water, ATF-Drums	_____	\$ Per Drum	_____	Total \$	_____	_____
Pump Truck Hrs	_____	\$ Per Hr	_____	Total \$	_____	_____
550 SS Tote Rental	_____	\$ Per Day	_____	Total \$	_____	_____
Compliance Fee	Testing/Document Storage/Fuel Surchar	\$ Per Pick Up	\$8.50	Total \$	_____	_____
Set-Up Charge	New 275 gal Tote Tank / And a drum	\$ Per Ea	225.00 / NC	Total \$	_____	_____
Disposal Charge	275 Gal. Tank/55 Gal. Drum	\$ Per Ea	\$275.00 / \$45.00	Total \$	_____	_____
Parts Washer	_____	\$ Per Month	_____	Total \$	_____	_____

Tank Size 275 RT/Freq: Will call Filter/Freq: Will call Vac/Freq: \_\_\_\_\_ Market Area 3 Customer Type \_\_\_\_\_ Route \_\_\_\_\_

Customer agrees to AOC general terms and conditions. Upon Customer signature, AOC service agreement becomes contractual between AOC and Generator.

This document is based solely on the information, sample, job description, volume of waste, analysis results or other conditions described or provided by the quotation requester. In the event that any of these variables change, this quotation will be adjusted based on our standard rate of charge for such changes. It is understood that only non hazardous waste disposal/recycling services are provided by Aaron Oil Co., Inc. AOC's customer contract forms are included as attachments A, B, C & D. When signed by the Customer, this agreement shall be binding for the recycler and Generator for 2 years from the date above.

AOC Representative Kelly Dickson Customer Representative \_\_\_\_\_

Terms: Net 30 days; 1.5% service charge on all past due accounts.

Attachment: Aaron Oil pricing (1125 : Aaron Oil Waste Oil Pickup Contract)

8.F.b

Attachment: Aaron Oil pricing (1125 : Aaron Oil Waste Oil P... Contract)

**Amendment No. 1 to Lease**

That on February 8, 2018, the City of Bay St. Louis ("Lessor") entered into a Lease agreement with Alice & Tim Moseley Foundation and the Alice Moseley Folk Art & Antique Museum ("Lessee").

Lessor and Lessee now desire to modify and amend the following sections of the Lease to and include the following:

- The Alice & Tim Moseley Foundation shall be removed as a Lessee and the Lease will remain only in the name of the Alice Moseley Folk Art & Antique Museum. All mentions of the Alice & Tim Moseley Foundation are hereby deleted from the Lease.

- 1. Leased Premises. [Add the following language to the end of the current paragraph.]

Effective January 1, 2019, Lessor hereby leases to Lessee additional 780 square feet, commonly referred to as the kitchen area, which is a portion of the first floor (the "Space"). No cooking or food preparation shall be performed in the Space.

- 3. Waived Rent and Market Value. [Add the following language to the end of the current paragraph.]

Fair Market Value Rent shall be paid on the Space. Fair Market Value Rent was determine to be \$6.00 per square foot by a December 2017 rent consultation. As a result, rent for the Space is deemed to be \$390.00 per month, for a total of \$4,680.00 per year. Rent shall be due and payable on the first day of every month.

- 6. Utilities. [Add the following language to the end of the current paragraph.]

Lessee shall pay a flat rate of \$150.00 per month to the Lessor for water, sewer, electricity and garbage services. Any garbage services (i.e. dumpsters, etc.) required for special events of the Lessee shall be the responsibility of the Lessee.

The Alice Moseley Folk Art & Antique Museum is a state and federally recognized non-profit, which is evidenced by Exhibit A.

All remaining portions of the original Lease remain unchanged. No portions of the Original Lease were deleted as a result of this Amendment No. 1 to Lease other than the deletion of the Alice & Tim Moseley Foundation as a party to the Lease.

[SIGNATURE PAGE TO FOLLOW]

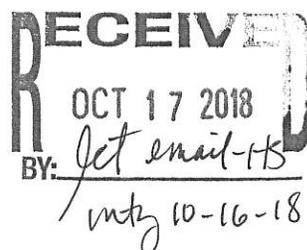


Exhibit "M"  
October 16, 2018

**LESSOR**

**CITY OF BAY ST. LOUIS, MISSISSIPPI**

\_\_\_\_\_  
**MICHAEL FAVRE, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**Name:**  
**Title:**

44145170.v1

**LESSEE**

**ALICE MOSELEY FOLK ART  
AND ANTIQUE MUSEUM**

\_\_\_\_\_  
**Name:**  
**Title:**

**ATTEST:**

\_\_\_\_\_  
**Name:**  
**Title:**

CONFIDENTIAL

9.A.b

# EXHIBIT A

Attachment: Alice Moseley Amendment Number 1 to Lease - Exhibit A (1101 : Alice Moseley Amendment Number 1 to Lease)

CONFIDENTIAL

9.A.b

9  
INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

LABOR DAY 4  
DEPARTMENT OF THE TREASURY

Date: SEP 06 2018

ALICE MOSELEY FOLK ART AND ANTIQUE  
MUSEUM  
PO BOX 2069  
BAY ST LOUIS, MS 39521-2069

Employer Identification Number:  
30-0266310  
DLN:  
26053639003358  
Contact Person:  
CUSTOMER SERVICE ID# 31954  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
December 31  
Public Charity Status:  
509(a)(2)  
Form 990/990-EZ/990-N Required:  
Yes  
Effective Date of Exemption:  
May 15, 2016  
Contribution Deductibility:  
Yes  
Addendum Applies:  
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

Based on the information you submitted in your application, we approved your request for reinstatement under Revenue Procedure 2014-11. Your effective date of exemption, as listed at the top of this letter, is retroactive to your date of revocation.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to [www.irs.gov/charities](http://www.irs.gov/charities). Enter "4221-PC" in the search bar

Letter 947

Attachment: Alice Moseley Folk Art and Antique Museum Amendment Number 1 to Lease - Exhibit A (1101 : Alice Moseley Folk Art and Antique Museum Amendment Number 1 to Lease)



DELBERT HOSEMANN  
Secretary of State

This is not an official certificate of good standing.

Name History

Name	Name Type
Alice Moseley Folk Art and Antique Museum	Legal

Business Information

Business Type:	Non Profit Corporation
Business ID:	858847
Status:	Good Standing
Effective Date:	07/29/2004
State of Incorporation:	Mississippi
Principal Office Address:	NO PRINCIPAL OFFICE ADDRESS FOUND

Registered Agent

Name
Moseley, W L Tim 220 Henderson Ave Pass Christian, MS 39571

Officers & Directors

Name	Title
W L Tim Moseley 220 Henderson Ave Pass Christian, MS 39571	Incorporator
Sherry Ponder 510 St Anthony Street Waveland, MS 39576	Incorporator
Dale St Amant 420 Main Street Bay Saint Louis, MS 39520	Incorporator

Attachment: Alice Moseley Amendment Number 1 to Lease - Exhibit A (1101 : Alice Moseley Amendment Number 1 to Lease)

Claim No 00432278

Release & Assignment

For the receipt of \$50,000.00, the undersigned, City of Bay St. Louis, MS, does hereby release RLI Insurance Company of Peoria, Illinois, from any and all liability now existing, or which may arise hereafter or be discovered by reason of the said RLI Insurance Company having bonded Michael Denardo as Police Chief of the City of Bay St. Louis under Public Official Position Bond RSB0614331.

As FURTHER CONSIDERATION for said payment, the undersigned does hereby sell, assign, transfer, and set over unto RLI Insurance Company its cause or causes of action, claim, and demand against Michael Denardo to sue in its own name and stead to the extent of the payment.

Dated this \_\_\_ day of \_\_\_\_\_, 2018.

CITY OF BAY ST. LOUIS, MS

By \_\_\_\_\_

\_\_\_\_\_  
Title

Sworn to and subscribed before me this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

State of \_\_\_\_\_

County of \_\_\_\_\_

Exhibit "N"  
October 16, 2018

City Council Meeting  
Exhibit List – October 16, 2018

1. Exhibit "A": Proclamation presented by Mayor Favre to Katie Fulner to proclaim October 2018 as Domestic Violence Awareness month
2. Exhibit "B": Proclamation presented by Mayor Favre and the City Council of the City of Bay Saint Louis, and joined with the other cities, the Hancock County Board of Supervisors and Phil Bryant, Governor of the State of Mississippi, to hereby proclaim the third week in October as Chamber of Commerce Week in Mississippi and Hancock County and the third Wednesday in October as National Support Your Local Chamber of Commerce Day in Mississippi, Bay Saint Louis and Hancock County
3. Exhibit "C": Consent Agenda including Certification Letter dated October 16, 2018, Cash Balances dated October 12, 2018, Payroll dated October 12, 2018, Revenue and Expense Report as of September 30, 2018, Executed Agreement between Owner and Engineer for Professional Services for Professional Engineering and Surveying Services
4. Exhibit "D": Municipal Compliance Questionnaire for the the period from October 1, 2017 to September 30, 2018
5. Exhibit "E": Payroll for individual dated October 12, 2018
6. Exhibit "F": Docket of Claims #18-035 dated October 16, 2018 in the amount of \$475,615.56
7. Exhibit "G": Change Order #3 from the City Engineer
8. Exhibit "H": Executed Northshore Computer Services IT Service Agreement and Bay Saint Louis Agreement Addendum
9. Exhibit "I": Bay Saint Louis Fire Department letter dated October 8, 2018 requesting to surplus and donate Engine 4
10. Exhibit "J": Letter from the Pass Christian Fire & Rescue requesting Bay Saint Louis Fire Department consider selling the FireDex (XR (khaki)) bunker gear
11. Exhibit "K": PowerDMS, Inc. Software Service Agreement for the Bay Saint Louis Police Department (unexecuted)
12. Exhibit "L": Aaron Oil Company, Inc. Waste Oil Pickup Contract Generator Agreement) (unexecuted)
13. Exhibit "M": Amendment Number 1 to Lease with Alice & Tim Moseley Foundation and the Alice Moseley Folk Art & Antique Museum
14. Exhibit "N": Release and Assignment (Denardo)

15. Exhibit "O": Exhibit List dated October 16, 2018
16. Exhibit "P": \_\_\_\_\_
17. Exhibit "Q": \_\_\_\_\_
18. Exhibit "R": \_\_\_\_\_
19. Exhibit "S": \_\_\_\_\_
20. Exhibit "T": \_\_\_\_\_
21. Exhibit "U": \_\_\_\_\_
22. Exhibit "V": \_\_\_\_\_
23. Exhibit "W": \_\_\_\_\_
24. Exhibit "X": \_\_\_\_\_
25. Exhibit "Y": \_\_\_\_\_
26. Exhibit "Z": \_\_\_\_\_