May 5, 2026 City Council Meeting Agenda

May 05, 2026 at 5:30 PM

598 Main Street, Bay St. Louis, MS 39520

Call to Order

Roll Call and Establishment of Quorum

Invocation and Pledge of Allegiance

1. **Approval of Agenda**

   Agenda amendments if needed

2. **Announcements**

   a. May 19, 2026 - Next City Council Meeting

3. **Guests**

   a. SSC Sailing Team Proclamation

   b. Coast Guard Proclamation

   c. Woody Bailey - Cruisin the Coast

4. **Public Forum - Agenda Items Only (Three Minute Time Limit)**

5. **Minutes Approval**

   a. Motion to approve the Minutes of April 21, 2026

6. **Consent Agenda**

   a. Motion to approve the condominium plat for 124 Court Luxury Condominiums located at 124 Court Street.

   b. Motion to approve the purchase of 24 Sonix 880 gas meters from Equipment Control in the amount of $39,430.80.

   c. Motion to approve the allocation letter allocating $241,000 to support the Cedar Point Wastewater pump station improvements project from the Capital Expense fund.

d. Motion to authorize the Bay St. Louis Police Department to request funds maintained by the Wireless Communication Commission to purchase two (2) Setcom Liberator motorcycle helmet wireless base kits for Harley Davidson motorcycles in the amount of $5,260.21.

e. Motion to approve the special events permit on May 16, 2026 for a firework show on the beach for Pirates Day in the Bay.

f. Motion to approve the invoices from Chiniche Engineering in the total amount of $49,725.84.

g. Motion to approve the Utility Refund Check Register #26-023, dated May 5, 2026, in the amount of $1,951.72.

h. Motion to spread the Bay Saint Louis Utility Refund Certification Letter dated May 5, 2026 on the Minutes.

i. Motion to approve the certification letter for Docket of Claims 26-022 dated May 5, 2026.

j. Motion to approve the certification letter for Docket of Claims 26-023 dated May 5, 2026

k. Motion to approve the Bay St. Louis payroll dated May 1, 2026 in the amount of $236,474.75.

l. Motion to spread the following reports on the minutes: Cash Balances, Wage & Hours Report,

7. **Planning and Zoning Applications**

a. Motion to follow Planning and Zoning's recommendation and overturn the denial of the tree removal permit and allow the removal of the trees submitted by Kevin Kernion and Laurie Norman located at 115 Demontluzin Avenue. Parcel 149F-0-29-213.000. APR 3-1

b. Motion to follow Planning and Zoning's recommendation and approve the application for major site plan review for a convenience store with gasoline pumps submitted by MP Design Group located at the northwest corner of Highway 603 and I-10. Parcel 133 -0-07-006.000, 133Q-0-08-002.001. APR 4-0

c. Motion to follow Planning and Zoning's recommendation and deny the application for special exception to allow an accessory dwelling on a lot under 15,000sf with a variance of 3,361sf to the minimum lot area submitted by John Robin located at 312 Demontluzin Avenue. Parcel 149F-0-29-262.000 and 149F-0-29-280.000. APR 3-1

d. Motion to follow Planning and Zoning's recommendation and deny the application for a variance of 18ft resulting in a 2ft setback to the rear yard submitted by Mark and April Johnson located at 601 Citizen Street. Parcel 137J-0-44-213.001. APR 4-0.

e. Motion to follow Planning and Zoning's recommendation and deny the application for variance of 168% to allow an accessory structure to be 218% of the size of the primary dwelling submitted by Adam Feola located at 513 Main Street. Parcel Number 149E-0-29-293.001. APR 2-2

8. **Project Updates**

9. **Ordinances**

10. **City Clerk's Report**

a. Motion to approve the Docket of Claims 26-022 dated May 5, 2026 in the amount of $489,770.80.

b. Motion to approve Docket of Claims 26-024 dated May 5, 2026 in the amount of $20,000.

11. **Mayor's Agenda**

a. Motion to accept the donation from American Legion Post 139 to the Bay St. Louis Police Department for one Anvil 7x16 Enclosed tandem axle trailer provided by Bayou Trailers in Waveland, MS.

b. Motion to approve the agreement between the city of Bay St. Louis and Tetra Tech for professional grant services.

12. **Council Business**

Old and New Business

a. Motion to approve the Resolution declaring the intent of the city council to amend the city fireworks ordinance to establish limited seasonal periods for the sale and use of fireworks and to align permissible hours of use with the city's noise ordinance, subject to specified holiday extensions.

13. **Public Forum - Non Agenda Topics (Three Minute Time Limit)**

14. **Attorney's Report**

15. **Executive Session If Needed**

16. **Adjournment**

    a. Motion to adjourn the meeting of May 5, 2026

City Council Meeting Minutes

April 21, 2026 at 5:30 PM

598 Main Street, Bay St. Louis, MS 39520

Call to Order

Roll Call and Establishment of Quorum

Invocation and Pledge of Allegiance

PRESENT

Councilman At-Large Larry Smith

Councilman Ward 1 Jordan Bradford

Councilwoman Ward 2 Nancy Moynan

Councilwoman Ward 3 Phalba Holmes

Councilman Ward 4 Kyle Lewis

Councilwoman Ward 5 Linda Kay Davis

Councilman Ward 6 Josh DeSalvo

1. Approval of Agenda

Agenda amendments if needed

2. Announcements

a. May 5, 2026 - Next City Council Meeting

3. Guests

a. Anita Warner and Beverly Ogden - Depot Beautification Project

4. Public Forum - Agenda Items Only (Three Minute Time Limit)

5. Minutes Approval

a. Motion to approve the Minutes of April 7, 2026.

Motion made by Councilman At-Large Smith, Seconded by Councilman Ward 6 DeSalvo.

Voting Yea: Councilman At-Large Smith, Councilman Ward 1 Bradford, Councilwoman Ward 2 Moynan, Councilwoman Ward 3 Holmes, Councilman Ward 4 Lewis, Councilwoman Ward 5 Davis, Councilman Ward 6 DeSalvo

APPROVE

6. Consent Agenda

b. Motion to extend the existence of a local emergency caused by Hurricane Zeta to May 26, 2026.

c. Motion to approve pay app 14 from BLD Services LLC in the amount of $284,183.95 for work complete on the Bay St. Louis citywide sewer improvements project.

d. Motion to approve the closeout documents and pay app 7 retainage from Bay Motor Winding in the amount of $47,777.25 for work done on the Lift Station Assessments, Rehabilitation, SCADA Installation Project.

e. Motion to approve the invoices from Chiniche Engineering in the total amount of $48,658.53.

f. Motion to spread the executed notice of award from Bottom2Top Construction for the Bay St. Louis lift station repairs project.

g. Motion to spread the executed contract and notice to proceed from Bottom 2 Top Construction LLC for the Bay St. Louis Lift Station Repairs Project.

h. Motion to spread the fully executed contract from DNA Underground for the Bay St. Louis unit price maintenance for concrete flatwork.

i. Motion to spread the quarterly report for the Flood Mitigation Assistance SWIFT Project from Tetra Tech.

j. Motion to spread the special events permits.

k. Motion to approve the Bay St. Louis payroll dated April 21, 2026 in the amount of $235,575.79.

l. Motion to approve the certification letters for docket of claims 26-019, 26-020 and 26-021 special dated April 21, 2026.

m. .Motion to spread the following reports on the minutes: Cash balances, Wage and hours report, Revenue & Expense report. Grants report, gaming and sales tax report

Remove Item 6a to be discussed and voted on separately.

Motion made by Councilman At-Large Smith, Seconded by Councilwoman Ward 5 Davis.
Voting Yea: Councilman At-Large Smith, Councilman Ward 1 Bradford, Councilwoman Ward 2 Moynan, Councilwoman Ward 3 Holmes, Councilman Ward 4 Lewis, Councilwoman Ward 5 Davis, Councilman Ward 6 DeSalvo

APPROVE

6A. Consent Agenda Item 6a

a. Motion to table the agreement between the city of Bay St. Louis and Tetra Tech for professional grant services.

Motion made by Councilman Ward 1 Bradford, Seconded by Councilman At-Large Smith.

Voting Yea: Councilman At-Large Smith, Councilman Ward 1 Bradford, Councilwoman Ward 2 Moynan, Councilwoman Ward 3 Holmes, Councilman Ward 4 Lewis, Councilwoman Ward 5 Davis, Councilman Ward 6 DeSalvo

APPROVE

7. Project Updates

Jason Chiniche presented updates on various city projects

8. Ordinances

9. City Clerk's Report

a. Motion to approve Docket of Claims 26-019 dated April 21, 2026 in the amount of $1,414,857.73.

Amend motion to approve Docket of Claims 26-019 removing claim #46374 in the amount of $20,000 to Cruisin' the Coast resulting in a total docket amount of $1,394,857.73.

Motion made by Councilman Ward 1 Bradford, Seconded by Councilman Ward 4 Lewis.
Voting Yea: Councilman At-Large Smith, Councilman Ward 1 Bradford, Councilwoman Ward 2 Moynan, Councilwoman Ward 3 Holmes, Councilman Ward 4 Lewis, Councilwoman Ward 5 Davis, Councilman Ward 6 DeSalvo

APPROVE

6:09pm Council Member Holmes recused herself for the vote.

b. Motion to approve the Docket of Claims 26-020 Special dated April21, 2026 in the amount of $750.00.

Motion made by Councilman At-Large Smith, Seconded by Councilman Ward 6 DeSalvo.
Voting Yea: Councilman At-Large Smith, Councilman Ward 1 Bradford, Councilwoman Ward 2 Moynan, Councilman Ward 4 Lewis, Councilwoman Ward 5 Davis, Councilman Ward 6 DeSalvo Away: Councilwoman Ward 3 Holmes

APPROVE

6:10pm Council Member Holmes returned.

c. Motion to approve the Docket of Claims 26-021 Special dated April 21, 2026 in the amount of $250,000.00.

Motion made by Councilman At-Large Smith, Seconded by Councilwoman Ward 2 Moynan.
Voting Yea: Councilman At-Large Smith, Councilman Ward 1 Bradford, Councilwoman Ward 2 Moynan, Councilwoman Ward 3 Holmes, Councilman Ward 4 Lewis, Councilwoman Ward 5 Davis, Councilman Ward 6 DeSalvo

APPROVE

10. Mayor's Agenda

11. Council Business

Old and New Business

12. Public Forum - Non Agenda Topics (Three Minute Time Limit)

John Ohman spoke with compliments for the council and police department and establishing a tree board.

Cliff Rabalais spoke regarding the Zoning Ordinance public comments

13. Attorney's Report

14. Executive Session If Needed

15. Adjournment

a. Motion to adjourn the meeting of April 21, 2026.

Motion made by Councilman At-Large Smith, Seconded by Councilwoman Ward 5 Davis.

Voting Yea: Councilman At-Large Smith, Councilman Ward 1 Bradford, Councilwoman Ward 2 Moynan, Councilwoman Ward 3 Holmes, Councilman Ward 4 Lewis, Councilwoman Ward 5 Davis, Councilman Ward 6 DeSalvo

APPROVE

_____

Larry Smith, Councilman At Large Date

_____

Jordan Bradford, Councilman Ward 1 Date

_____

Nancy Moynan, Councilman Ward 2 Date

_____

Phalba Holmes, Councilman Ward 3 Date

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Kyle Lewis, Councilman Ward 4 Date

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Linda Davis, Councilwoman Ward 5 Date

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Josh DeSalvo, Councilman Ward 6 Date

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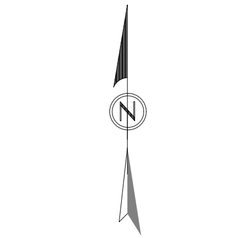
Mike Favre, Mayor Date

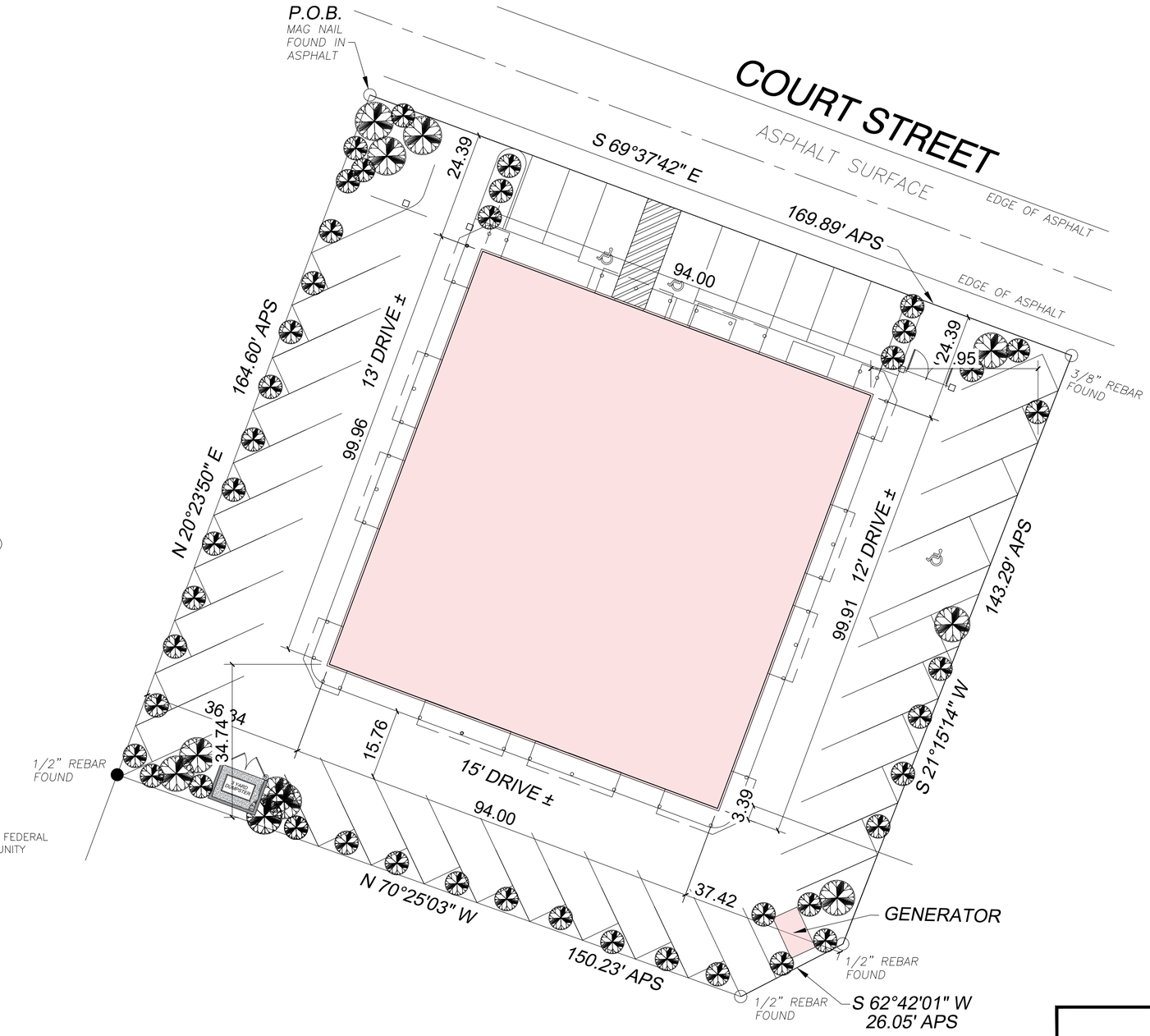
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Caitlin Bourgeois, Clerk of Council Date

A PLAT OF

124 COURT LUXURY CONDOMINIUMS





BEARING NOTE

BEARINGS REFERENCED TO GEODETIC BY GPS OBSERVATIONS

LEGEND

IRF	DENOTES IRON ROD FOUND
IPF	DENOTES IRON PIPE FOUND
IRS	DENOTES CAPPED 1/2" IRON ROD SET (COA S245)
CMF	DENOTES CONCRETE MONUMENT FOUND
(MEAS)	DENOTES MEASURED THIS SURVEY
(DEED)	DENOTES PER RECORDED DEED

FLOOD ZONE INFORMATION

THIS PROPERTY IS LOCATED IN ZONE "X" AS PUBLISHED BY THE FEDERAL INSURANCE ADMINISTRATION, OFFICIAL FLOOD HAZARD MAP, COMMUNITY PANEL NUMBER 28045C0362D, EFFECTIVE 10/16/2009.

REFERENCES:

1) DEED BOOK AA95 PAGE 240
2) PLAT OF BLOCK 2, HOTEL COMPANY'S S/D

NOTES

1. NO TITLE SEARCH, ABSTRACT OR TITLE OPINION WAS PERFORMED BY NOR PROVIDED TO THIS FIRM FOR THE SUBJECT PROPERTY. THE OPINION OF THE LOCATION AND EXTENT OF THE PROPERTY REPRESENTED BY THIS SURVEY DOES NOT IMPLY OR GUARANTEE TITLE TO ANY PERSONS OR PARTIES. THERE MAY BE ADDITIONAL EASEMENTS OR OTHER INSTRUMENTS THAT WOULD BE DISCOVERED IN A TITLE INVESTIGATION, NOT SHOWN ON THIS PLAT WHICH COULD EFFECT THE BOUNDARIES OR INTERIORS OF THE SUBJECT PROPERTY.
2. BOUNDARY LINES WERE TAKEN FROM DEEDS, TAX RECORDS, ETC. AS SHOWN IN THE REFERENCE MATERIAL BELOW AND MONUMENTS AND/OR IRON RODS FOUND.
3. THIS SURVEY IS SUBJECT TO ALL APPLICABLE GOVERNMENTAL REGULATIONS, BUILDING OR OTHER RESTRICTIONS, LEGAL RESTRICTIONS OF ANY NATURE AND FURTHER SUBJECT TO ANY AND ALL EASEMENTS, RESTRICTIVE COVENANTS AND RIGHTS OF WAY OF RECORD.
4. THIS IS A CLASS "B" SURVEY AS OUTLINED IN CLASSIFICATION OF SURVEYS.
5. PARKING LAYOUT WAS GRAPHICALLY PLOTTED BASED ON SITE PLAN PROVIDED BY CLIENT.

LEGAL DESCRIPTION:

A parcel of land situated and being located in a part of Lot 9, all of Lots 10 thru 12, and a part of Lots 23 thru 26, Block 2, Hotel Company's Subdivision, Second Ward of the City of Bay St. Louis, Hancock County, Mississippi, and being more particularly described as follows, to-wit:

Beginning at a mag nail found in asphalt at the northwest corner of Lot 12, Block 2, Hotel Company's Subdivision; thence S 69°37'42" E 169.89 feet along the south margin of Court Street to a 3/8" rebar found; thence S 21°15'14" W 143.29 feet to a 1/2" rebar found; thence S 62°42'01" W 26.05 feet to a 1/2" rebar found; thence N 70°25'03" W 150.23 feet to a 1/2" rebar set; thence N 20°23'50" E 164.60 feet to the Point of Beginning. Said parcel of land contains 27,405 square feet, more or less.

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PROFESSIONAL LAND SURVEYOR

CONDOMINIUM PLAT

124 COURT STREET
CITY OF BAY ST. LOUIS,
HANCOCK COUNTY,
MISSISSIPPI

SCALE:	
PROJECT NO:	
DATE:	04.18.2026
DRAWN BY:	GH
CHECKED BY:	TJM
LOCATION:	

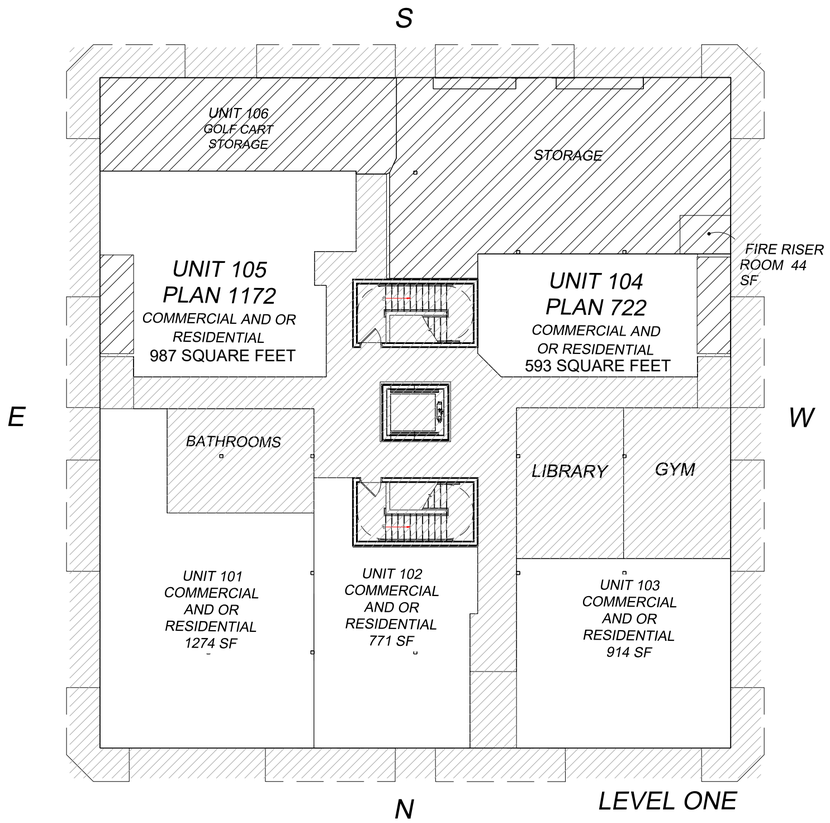
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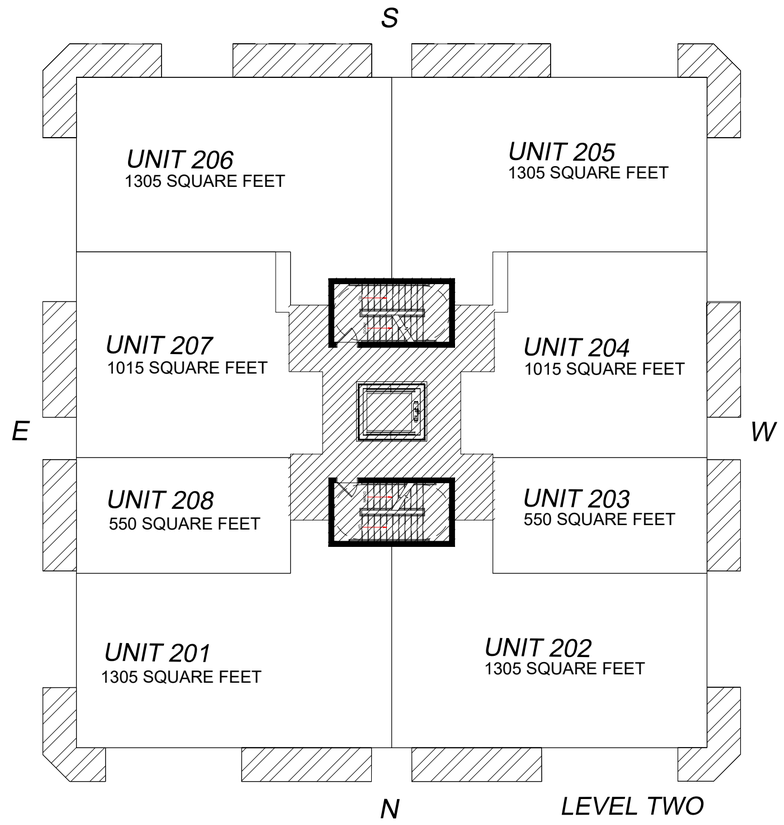
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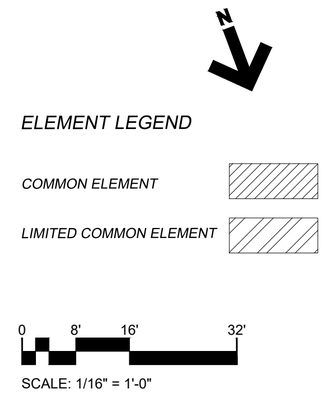
SHEET 1 OF 8

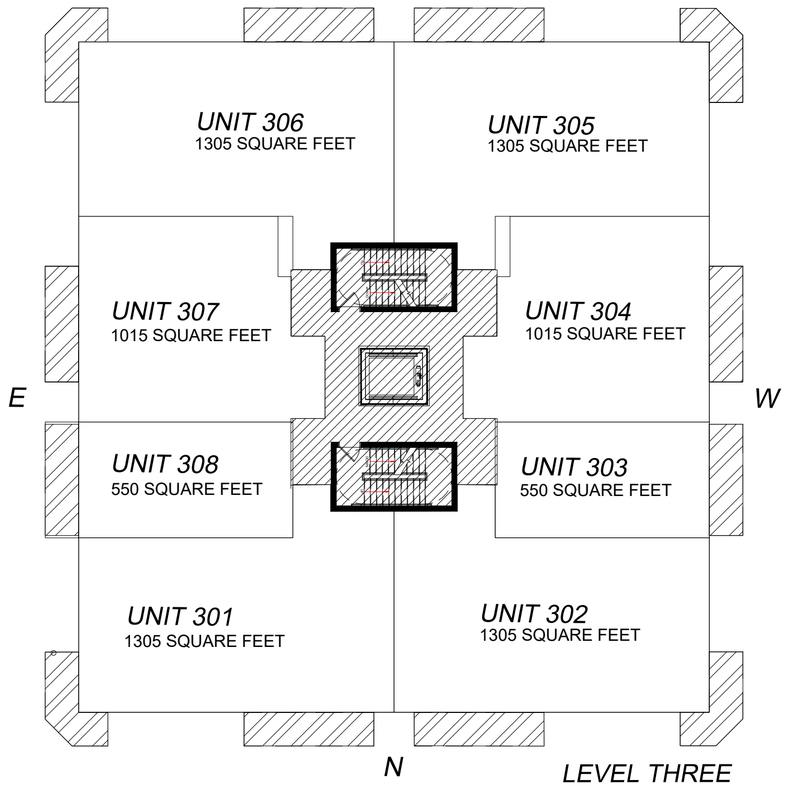
A PLAT OF

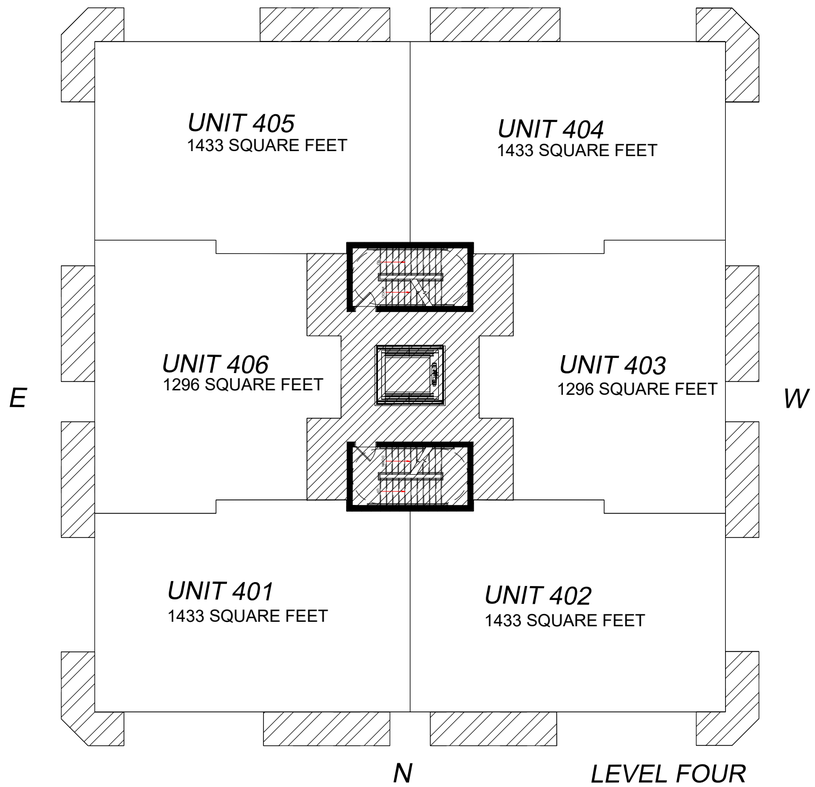
124 COURT LUXURY CONDOMINIUMS











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CONDOMINIUM PLAT

124 COURT STREET
CITY OF BAY ST. LOUIS,
HANCOCK COUNTY,
MISSISSIPPI

SCALE:
PROJECT NO:
DATE: 04.18.2026
DRAWN BY: GH
CHECKED BY: TJM
LOCATION:
SHEET NO.:

SA-02

SHEET 2 OF 8

A PLAT OF

124 COURT LUXURY CONDOMINIUMS

ROOF LAYOUT

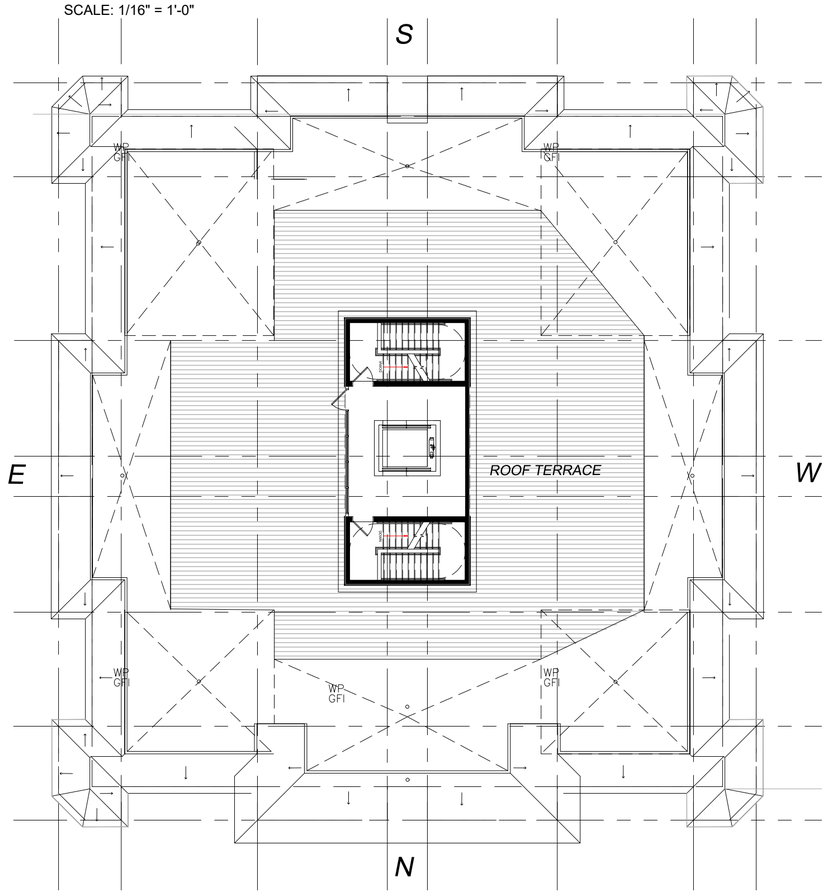
N

ELEMENT LEGEND

COMMON DECK AREA

0 8' 16' 32'

SCALE: 1/16" = 1'-0"



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124 COURT STREET
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SHEET NO.:

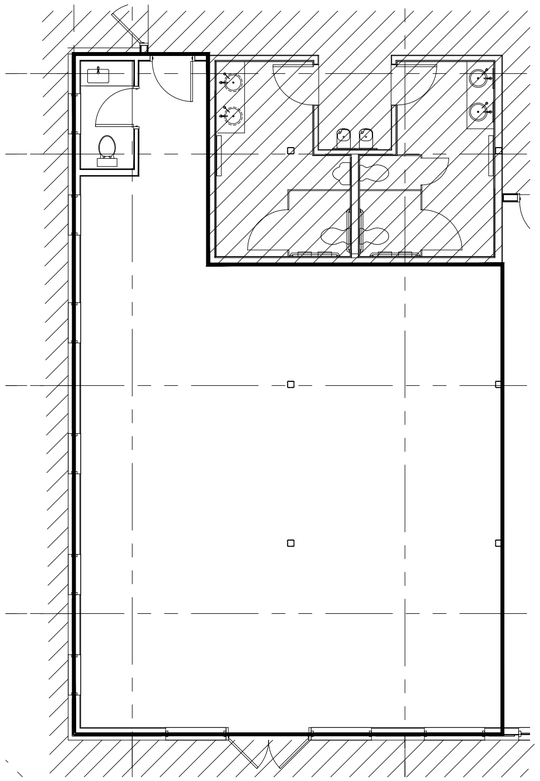
SA-03

SHEET 3 OF 8

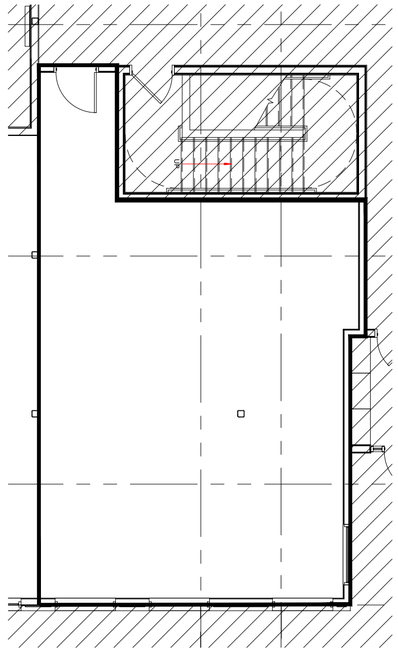
A PLAT OF

124 COURT LUXURY CONDOMINIUMS

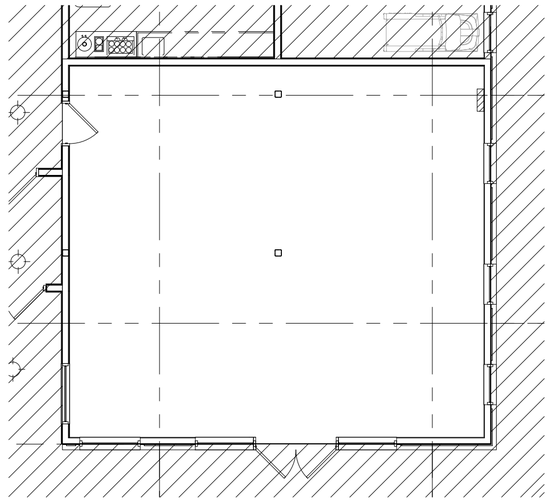
UNIT 101
COMMERCIAL
1274 SF



UNIT 102
COMMERCIAL
771 SF



UNIT 103
COMMERCIAL
914 SF



ELEMENT LEGEND

COMMON ELEMENT

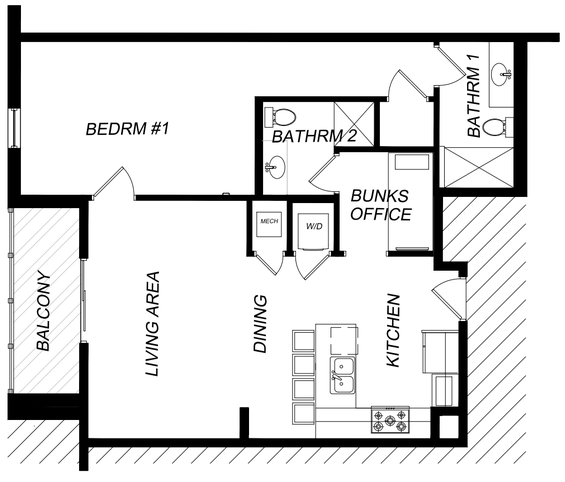
LIMITED COMMON ELEMENT

0 8' 16' 32'

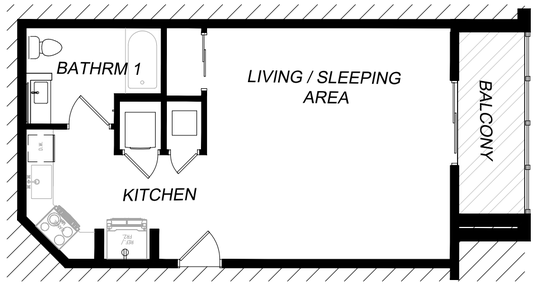
SCALE: 1/16" = 1'-0"

UNIT 106
GOLF CART STORAGE

UNIT 105
987 SQUARE FEET



UNIT 104
593 SQUARE FEET



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CONDOMINIUM PLAT

124 COURT STREET
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MISSISSIPPI

SCALE:
PROJECT NO:
DATE: 04.18.2026
DRAWN BY: GH
CHECKED BY: TJM
LOCATION:
SHEET NO.:

SA-04

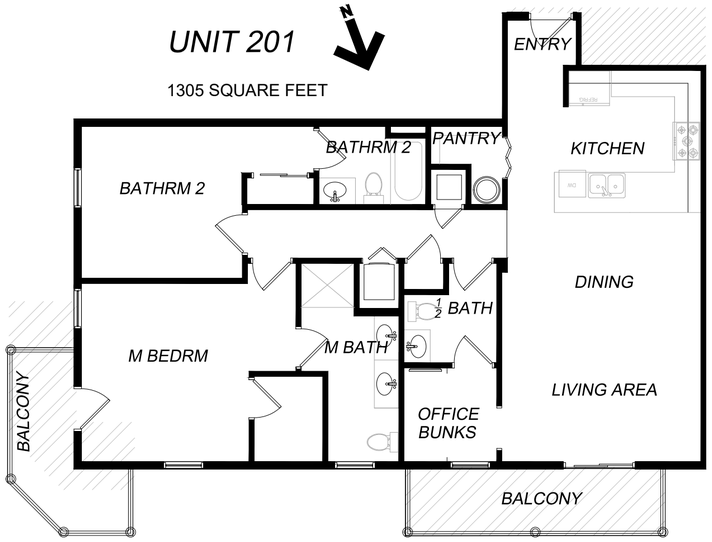
SHEET 4 OF 8

A PLAT OF

124 COURT LUXURY CONDOMINIUMS

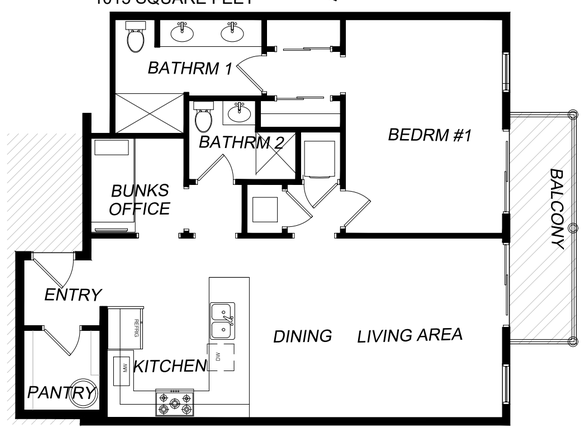
UNIT 201

1305 SQUARE FEET



UNIT 204

1015 SQUARE FEET



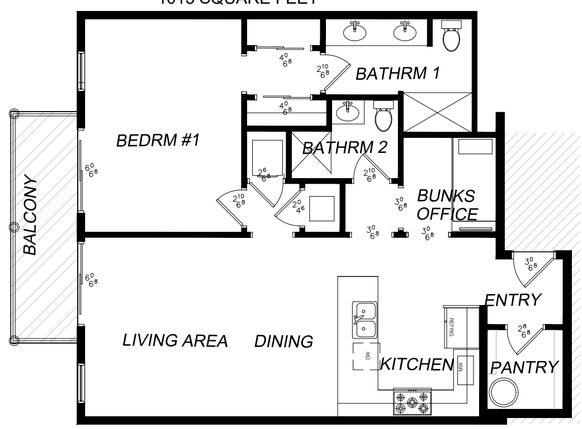
ELEMENT LEGEND

COMMON ELEMENT

LIMITED COMMON ELEMENT

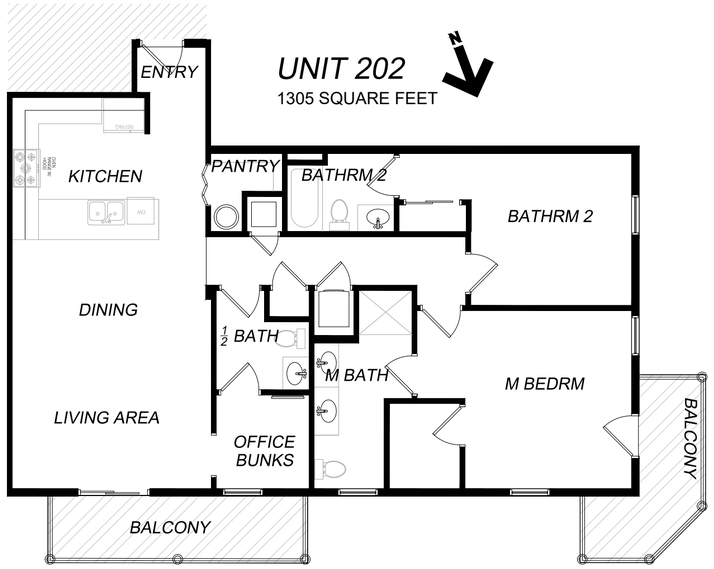
UNIT 207

1015 SQUARE FEET



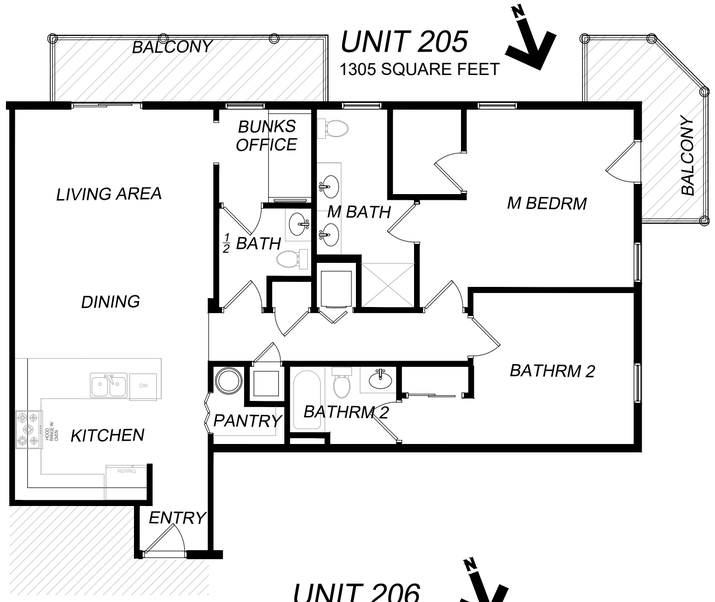
UNIT 202

1305 SQUARE FEET



UNIT 205

1305 SQUARE FEET



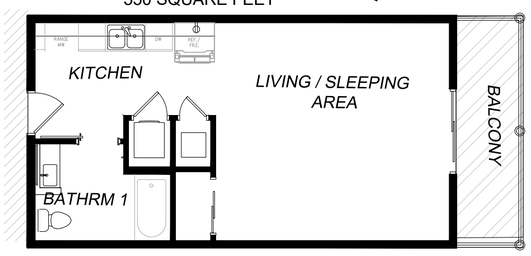
UNIT 208

550 SQUARE FEET



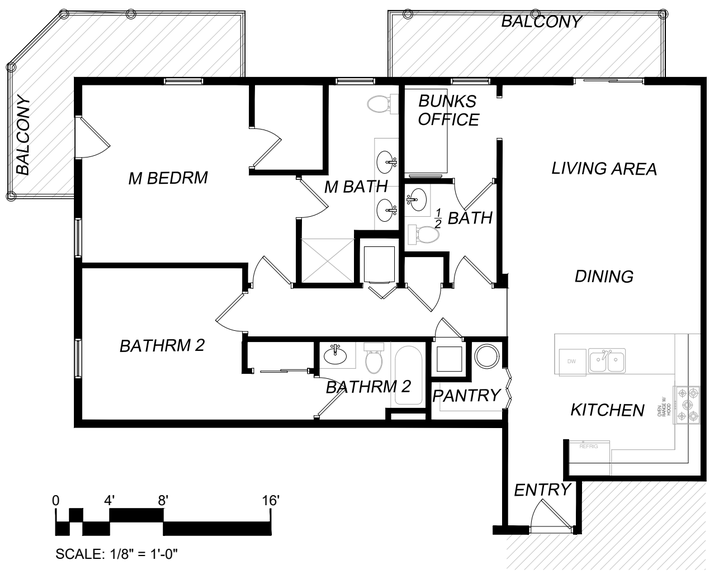
UNIT 203

550 SQUARE FEET



UNIT 206

1305 SQUARE FEET



0 4' 8' 16'

SCALE: 1/8" = 1'-0"

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CONDOMINIUM PLAT

124 COURT STREET
CITY OF BAY ST. LOUIS,
HANCOCK COUNTY,
MISSISSIPPI

SCALE:	
PROJECT NO:	
DATE:	04.18.2026
DRAWN BY:	GH
CHECKED BY:	TJM
LOCATION:	

SHEET NO.:

SA-05

SHEET 5 OF 8

A PLAT OF

124 COURT LUXURY CONDOMINIUMS

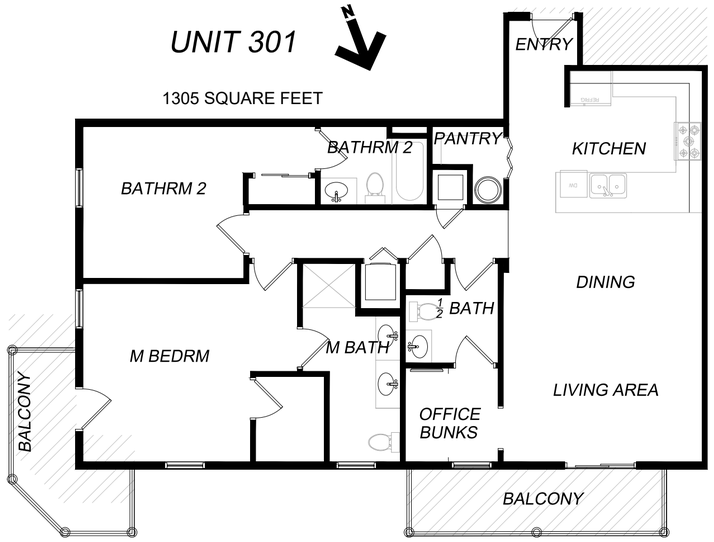
ELEMENT LEGEND

COMMON ELEMENT

LIMITED COMMON ELEMENT

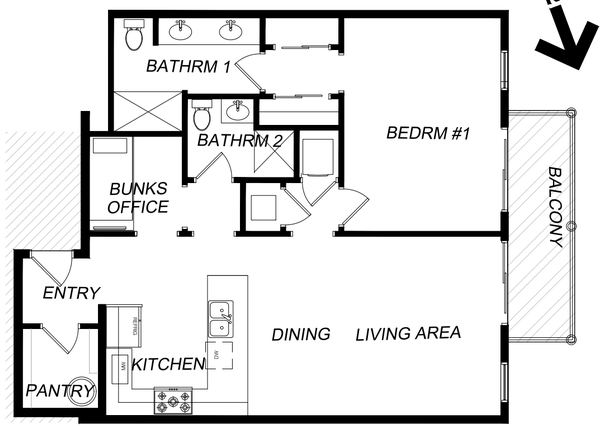
UNIT 301

1305 SQUARE FEET



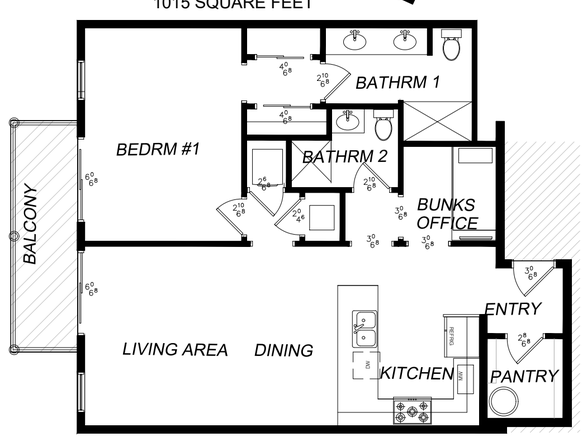
UNIT 304

1015 SQUARE FEET



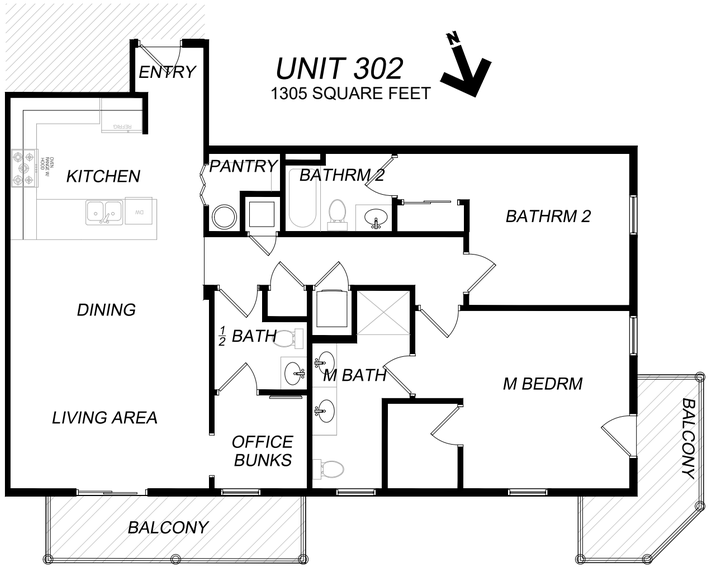
UNIT 307

1015 SQUARE FEET



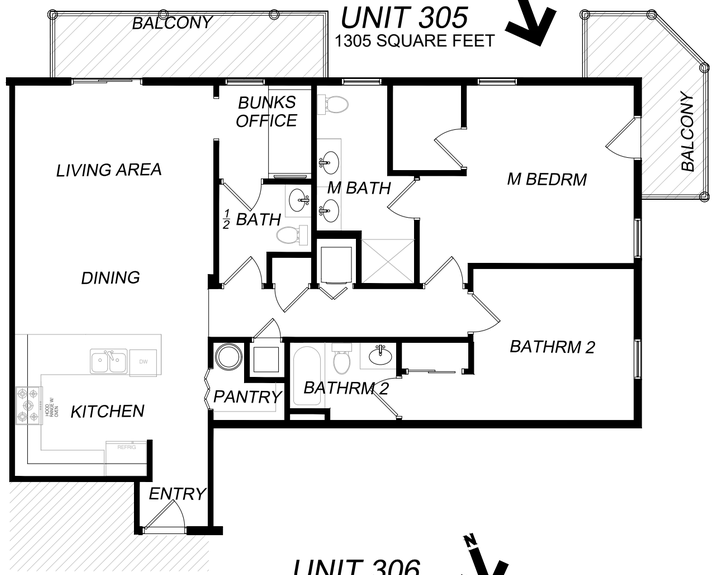
UNIT 302

1305 SQUARE FEET



UNIT 305

1305 SQUARE FEET



UNIT 308

550 SQUARE FEET



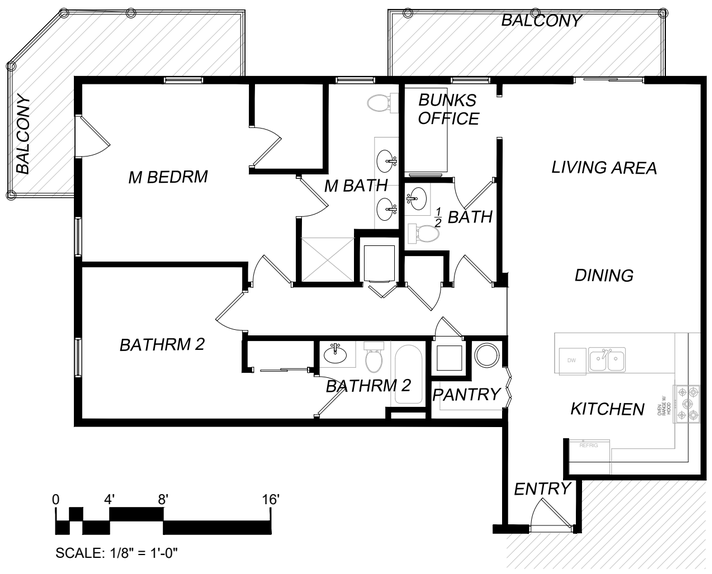
UNIT 303

550 SQUARE FEET



UNIT 306

1305 SQUARE FEET



0 4' 8' 16'

SCALE: 1/8" = 1'-0"

T. J. MORAN JR. , PLS
P.O. BOX 4075
BILOXI, MISSISSIPPI 39535
PHONE/FAX: 228-896-4733/ 228-896-6768
EMAIL: MSUBULLDOG3@MSN.COM
PROFESSIONAL LAND SURVEYOR

CONDOMINIUM PLAT

124 COURT STREET
CITY OF BAY ST. LOUIS,
HANCOCK COUNTY,
MISSISSIPPI

SCALE:	
PROJECT NO:	
DATE:	04.18.2026
DRAWN BY:	GH
CHECKED BY:	TJM
LOCATION:	

SHEET NO.:

SA-06

SHEET 6 OF 8

A PLAT OF

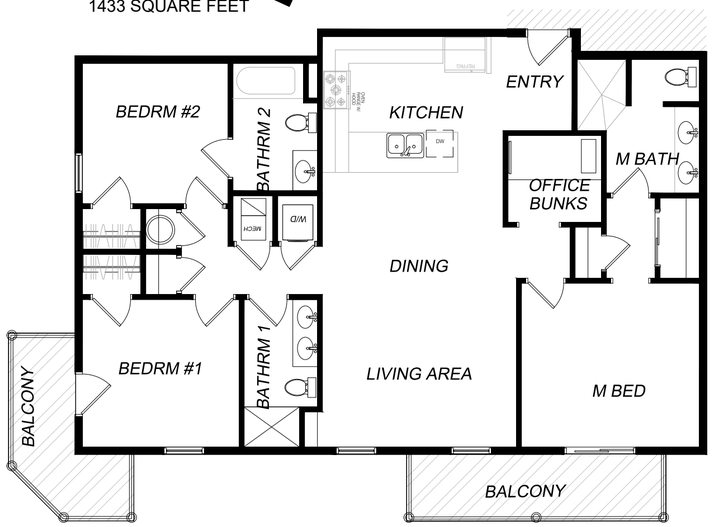
124 COURT LUXURY CONDOMINIUMS

ELEMENT LEGEND

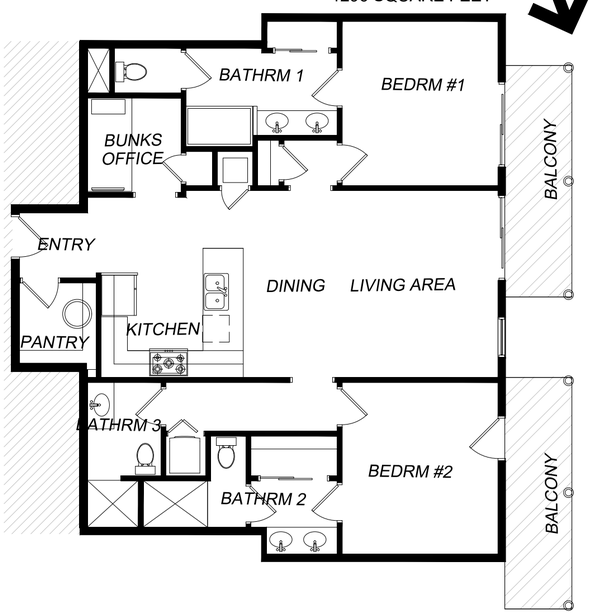
COMMON ELEMENT

LIMITED COMMON ELEMENT

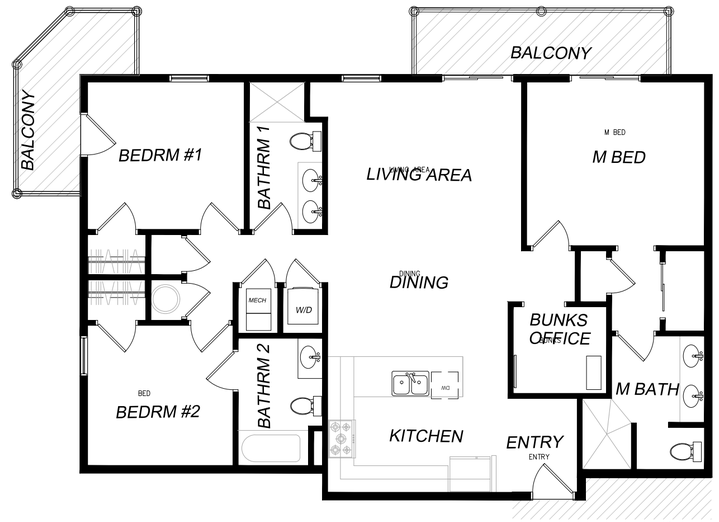
UNIT 401
1433 SQUARE FEET



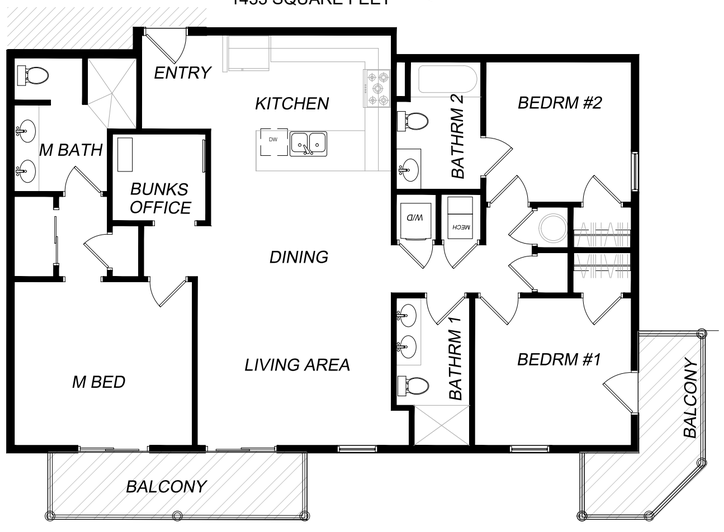
UNIT 403
1296 SQUARE FEET



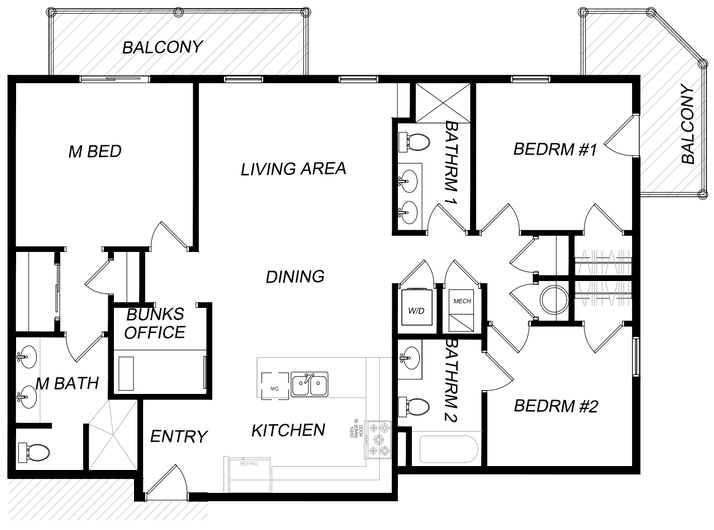
UNIT 405
1433 SQUARE FEET



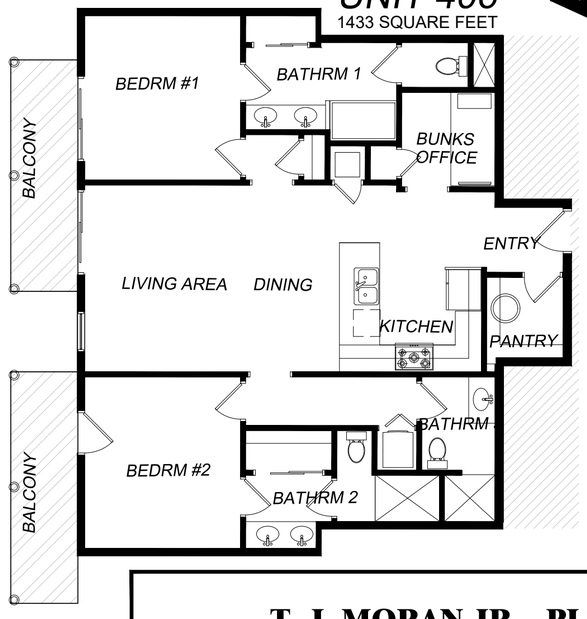
UNIT 402
1433 SQUARE FEET



UNIT 404
1296 SQUARE FEET



UNIT 406
1433 SQUARE FEET



0 4' 8' 16'

SCALE: 1/8" = 1'-0"

T. J. MORAN JR. , PLS
P.O. BOX 4075
BILOXI, MISSISSIPPI 39535
PHONE/FAX: 228-896-4733/ 228-896-6768
EMAIL: MSUBULLDOG3@MSN.COM
PROFESSIONAL LAND SURVEYOR

CONDOMINIUM PLAT

124 COURT STREET
CITY OF BAY ST. LOUIS,
HANCOCK COUNTY,
MISSISSIPPI

SCALE:	
PROJECT NO:	
DATE:	04.18.2026
DRAWN BY:	GH
CHECKED BY:	TJM
LOCATION:	

SHEET NO.:

SA-07

SHEET 7 OF 8

A PLAT OF

124 COURT LUXURY CONDOMINIUMS

OWNER'S CERTIFICATE AND DEDICATION

THIS IS TO CERTIFY THAT 124 COURT DEVELOPMENTS, LLC IS THE OWNER OF RECORD OF THE LAND SHOWN ON THIS PLAT AND DECLARE THIS TO BE A CORRECT PLAT OF **124 COURT LUXURY CONDOMINIUMS** PURSUANT TO THE MISSISSIPPI CONDOMINIUM LAS SECTION 89-9-1, ET SEQ. MISSISSIPPI CODE OF 1972, ANNOTATED, AS AMENDED, AND AS SET FORTH IN DECLARATION OF CONDOMINIUMS, AND THAT SAID OWNER DOES HEREBY CERTIFY AND DEDICATE THOSE AREAS WITHIN THEIR CONDOMINIUM PLAN OR PLAT DESIGNATED OR SHOWN AS DRIVEWAYS, WALKWAYS, LAWNS, AND AS PARKING, LANDSCAPE, RECREATION, AND MAINTENANCE AREA TO BE COMMON AREAS, INTENDED FOR THE COMMON USE AND ENJOYMENT BY THE HOMEOWNERS IN/OF **124 COURT LUXURY CONDOMINIUMS**, SAID OWNER ALSO DEDICATES A BLANKET EASEMENT FOR THE PURPOSE OF INGRESS AND EGRESS AND RIGHT TO MAINTAIN ANY NECESSARY UTILITIES LOCATED ON SAID PREMISES, THESE COMMON AREAS ARE NOT DEDICATED FOR USE BY THE GENERAL PUBLIC. SAID LAND WAS SURVEYED AT OUR REQUEST AND SUBDIVIDED IN ACCORDANCE WITH OUR DIRECTION AND THAT SAID PLAT IS ACCEPTED AS CORRECT.

HANCOCK COUNTY, MISSISSIPPI.

THIS THE_____DAY OF_____, 2026

_____
STEVE DROWN
OWNER OR AUTHORIZED REPRESENTATIVE

NOTARY'S CERTIFICATE
STATE OF MISSISSIPPI, COUNTY OF HANCOCK

PERSONALLY APPEARED BEFORE ME THE UNDERSIGNED AUTHORITY IN AND FOR THE SAID COUNTY AND STATE, ON THE ____ DAY OF _____, 2026. WITHIN MY JURISDICTION, THE WITHIN NAMED_____ WHO ACKNOWLEDGED THAT HE/SHE IS _____ OF_____, A MISSISSIPPI LIMITED LIABILITY COMPANY, AND THAT FOR AND ON BEHALF OF THE SAID LIMITED LIABILITY COMPANY, AND AS ITS ACT AND DEED HE/SHE EXECUTED THE ABOVE AND FOREGOING PLAT, FOR THE PURPOSE MENTIONED ON THE DAY AND YEAR HEREIN MENTIONED. AFTER FIRST HAVING BEEN DULY AUTHORIZED BY SAID LIMITED LIABILITY COMPANY SO TO DO.

_____
NOTARY PUBLIC

_____
MY COMMISSION EXPIRES:

CERTIFICATE OF FINAL PLAT APPROVAL

ALL OF THE REQUIREMENTS OF THE BAY ST. LOUIS SUBDIVISION ORDINANCE RELATIVE TO THE PREPARATION AND SUBMISSION OF A SUBDIVISION PLAT HAVE BEEN FULFILLED. APPROVAL OF THIS PLAT IS HEREBY GRATED, SUBJECT TO FURTHER PROVISIONS OF THE SAID RULES AND REGULATIONS.

BY_____ DATED_____
ZONING ADMINISTRATOR

CERTIFICATE OF APPROVAL & ACCEPTANCE

THIS PLAT HAS BEEN SUBMITTED TO AND APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BAY ST. LOUIS, MISSISSIPPI, BY ORDER DULY ADOPTED ON THE ____ DAY OF _____, 2026, AND ENTERED IN THE OFFICIAL MINUTES OF THE CITY OF BAY ST. LOUIS IN MINUTE BOOK NO. ____, PAGE(S) _____.

CITY OF BAY ST. LOUIS

BY_____ _____
MAYOR DATED

BY_____ _____
PRESIDENT OF CITY COUNCIL DATED

BY_____ _____
MUNICIPAL CLERK DATED

SURVEYOR'S CERTIFICATE

I, T. J. MORAN, JR., A PROFESSIONAL LAND SURVEYOR IN THE STATE OF MISSISSIPPI. DO HEREBY CERTIFY THAT THE FOREGOING FINAL PLAT AND DESCRIPTION ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THE MONUMENTS SHOWN AS SET HAVE BEEN SET, AND THAT THE ERROR OF CLOSURE IS BETTER THAN 1:10,000. THIS IS A "CLASS B" SURVEY IN ACCORDANCE WITH THE "STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF MISSISSIPPI".

WITNESS MY SIGNATURE THIS THE_____ DAY OF _____, 2026.

_____
T. J. MORAN, JR.
P.S. #1779

RECORDING CERTIFICATE

FILED AND RECORDED BY DUPLICATE IN THE RECORD OF PLATS OF HANCOCK COUNTY, MISSISSIPPI, IN PLAT BOOK_____ PAGE_____, ON THIS DAY OF_____DAY OF_____, 2026.

_____ BY: _____
CHANCERY CLERK DEPUTY CLERK

CERTIFICATE OF COMPARISON

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT WE HAVE COMPARED THIS ORIGINAL PLAT WITH THE DUPLICATE PLAT OF **124 COURT LUXURY CONDOMINIUMS** AND FIND THE SAME TO BE AN EXACT DUPLICATE THEREOF.

_____ _____ _____
CHANCERY CLERK DEPUTY CLERK T. J. MORAN, JR.
P.S. #1779

T. J. MORAN JR. , PLS
P.O. BOX 4075
BILOXI, MISSISSIPPI 39535
PHONE/FAX: 228-896-4733/ 228-896-6768
EMAIL: MSUBULLDOG3@MSN.COM
PROFESSIONAL LAND SURVEYOR

CONDOMINIUM PLAT

124 COURT STREET
CITY OF BAY ST. LOUIS,
HANCOCK COUNTY,
MISSISSIPPI

SCALE:
PROJECT NO:
DATE:
DRAWN BY: 04.18.2026
CHECKED BY: GH
LOCATION: TJM

SHEET NO.:
SA-08
SHEET 8 OF 8

Bill To: City of Bay St. Louis
P.O. Box 2550
Bay St. Louis, MS 39521
228.466.5450 – 228.466.5451
Fax: 228.466.5506

Vender Info: Equipment Control

PURCHASING REQUISITION

City of Bay Saint Louis

Req By: Ronnie Vanney

Auth By:

Charge to Acct: 400-700

Apprvd By:

Ship To:

Received:

Date	Delivery Date	Ship Via	Project #	Requisition #	Purchase Order #
April 28, 2026			Gas Meter Stock		

Description of Material	QTY	Price	Amount
S2613858			
24125 Sonix 880 45 LT	24	1,296.24	31,109.76
27474 - Remote Mount 700GM Smartpoint, 2-Channel	24	316.47	7,595.28
24732 - AMR Bracket for Sonix 45LT 600 and 880 Meters	24	30.24	725.76
TOTAL			39,430.80

EQUIPMENT CONTROLS COMPANY, INC.
12560 REED ROAD SUITE 400
SUGAR LAND, TX 77478
713-974-6400

Quotation

QUOTE DATE	QUOTE NUMBER
04/28/26	S2613858

ORDER TO:
EQUIPMENT CONTROLS COMPANY, IN
sales@equipmentcontrols.com
713-974-6400 Fax 770-448-7312

PAGE NO. 1

QUOTE TO:
CITY OF BAY SPRINGS
P.O. BOX 307
BAY SPRINGS, MS 39422

SHIP TO:
CITY OF BAY SPRINGS
39 SOUTH 6TH STREET
BAY SPRINGS, MS 39422

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	ORDERED BY	SALESPERSON
16804	METER	Debbie Delcuze	

WRITER	SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
Luisa Johnson	UPS REGULAR	Net 15 Days	07/10/26	No

ORDER QTY	PART NO	DESCRIPTION	Unit Price	Ext Price
24ea	24125	SONIX 880 STOCK CST NTC 45LT STOCK METER NO DRAIN NO PETE'S PLUG CENTRAL ZONE 100CF PER PULSE (CONTACTOR CABLE TO BE STORED IN BATTERY COMPARTMENT AND GROMMET PLUGGED) 6 DIGIT DISPLAY A3B1C1D1E1F4G1H1J1K2L4M1N1 **LEAD TIME APPROX MID-JUNE**	1296.240	31109.76
24ea	27474	5399353770000M REMOTE MOUNT 700GM SMARTPOINT, 2-CHANNEL **LEAD TIME MID JUNE**	316.470	7595.28
24ea	24732	6002506300000 AMR BRACKET FOR SONIX 45LT 600 AND 880 METERS, SUPPORTS ALL MFG TRANSMITTERS ***ONLY FOR USE ON SONIX 600/880 45LT METERS*** **LEAD TIME MID JULY**	30.240	725.76
		TAXES NOT INCLUDED		
			Subtotal	39430.80
			S&H CHGS	0.00
			Amount Due	3943(

This is a Quotation.

Price are firm for 30 days, subject to change without notice after 30 days.
Applicable taxes extra.

QUOTATION TERMS AND CONDITIONS

The following terms and conditions are included in each and every sales quotation ("Quotation") issued by Equipment Controls Company, a Georgia corporation ("ECCO") to a prospective purchaser ("Customer").

1. **ACCEPTANCE OF PURCHASE ORDERS.** Sales of any goods or any related services (collectively,"Products") referenced in Customer s written purchase order to ECCO("Purchase Order") is expressly conditioned upon the terms and conditions set forth herein. Other than as specifically provided in a separate written agreement between ECCOand Customer, any additional or different terms specified or referencedin Customer s Purchase Orderare hereby excluded and shall not be deemed effective or binding unless expressly agreed to in writing by an authorized representative of ECCO. ECCO's Quotation and these terms and conditions represent the entire agreement between the Customer and ECCOpertaining to the subject matter of the purchase and sale of Productsand shall supersede all prior oral and written agreements, proposals, communications, and documents. No Purchase Orderissuedby Customer shall be deemed accepted unless or until ECCOissues a written acknowledgement. Any amendment, change order, revision, or termination to an already-accepted Purchase Order shall be subject to acceptance by an authorized representative of ECCO.

2. **PRICES, TAXES.** The price set for in ECCO's Quotation ("Price") are in United States Dollars. Nothing set forth in Customer's Purchase Order shall modify or amend the quoted Prices, quantities, and/or the scope of Products offered, unless such modification or addition is agreed to in writing by ECCO prior to issuance of Customer s Purchase Order. For Products ordered which are not to be shipped within 30 days of the Quotation, the Price is subject to increase to the extent the manufacturer of such Products imposes a price increase on ECCO. In such event, ECCO shall notify Customer of the Price increase and Customer shall have the right to withdraw its order. Freight and any special shipping and handling charges are not included in the Price and shall be an additional Customer expense unless otherwise specifically provided for in the Quotation. The Price is exclusive of any taxes (including, without limitation, sales, use, value added, goods and services, business, property (real or personal, tangible or intangible), license, documentation, registration, import, export, excise, franchise, stamp, or other tax), custom fees or tolls, levy, impost, withholding, fee, tariff, duty or other charge of any nature imposed by any governmental au or other tax authority in any jurisdiction, and any and all fines, penalties, additions to tax, interest and other charges relating thereto (collectively, "Taxes"). All Taxes shall be paid by Customer in addition to the Price. Customer shall deliver any certifications and other documents required to demonstrate eligibility and to benefit from any exemption or other relief from any Taxes and shall be responsible for payment for any applicable Taxes unless exemption certificates are provided prior to shipment

3. **PACKAGING, SHIPPING.** ECCO shall pack all Products in accordance with its standard commercial practices. If Customer has any special shipping or handling requirements, Customer shall notify ECCO in a timely manner regarding any such special requirements, and Customer shall be responsible for any associated increases in cost to pack and ship the Products.

4. **DELIVERY, TITLE, AND RISK OF LOSS.** ECCOs quoted delivery schedule represents its best estimate and is based on current schedules, inventory and workload. ECCO shall have no liability for delay or any damages or losses sustained by Customer as a result of such estimate not being met. Partial deliveries shall be permitted. Unless otherwise provided in the Quotation or agreed to by ECCO in writing, delivery shall be deemed to have occurred FOB Destination at the ship to address set forth in Quotation with freight charges separately charged to Customer and not included in the Price. Title and liability for loss or damage to the Products shall transfer from ECCO to Customer upon delivery of the Products to the ship to destination, provided however, for any shipments for which freight is billed to a Customer collect account or other shipper designated by Customer, such shipment shall be FOB ECCO's shipment location and risk of loss shall pass to Customer upon delivery to such shipper. Customer shall immediately inspect each shipment and notify ECCO of any nonconformity of such shipment.

5. **PAYMENT.** Customer shall pay for all Products delivered or date services performed within 15 days from the date of ECCOs invoice unless other payment terms have been specifically agreed to by ECCO. ECCO reserves the right to assess interest on any payments not received within 30 days of the date due until receipt of payment in full at the lesser of (a) one and one-half percent per month, or (b) the maximum rate permitted by law, and to charge Customer for any collection or litigation expenses, including reasonable attorney s fees incurred by ECCO in the collection of late payment. In addition to any remedies under law, ECCO may at its sole discretion suspend future deliveries or services until all delinquent payments due are received. ECCO may require an advance payment or milestone payments prior to shipment. All payments hereunder shall be paid without any deductions, set-off, or counter-claims including for any Taxes or freight.

6. **FORCE MAJEURE AND EXCUSABLE DELAY.** ECCO shall not be liable for any damages of any kind for delayed or non-performance if such delayed or non-performance is due directly or indirectly to: (a) Customer, including omissions or failure to act on the part of Customer or its agents or employees; (b) An Event of Force Majeure, defined herein as including acts of God, acts of public enemies, fires, floods or unusually severe weather conditions, strikes, lockouts, disputes with workmen or other hostilities, embargoes, wars, riots or civil disturbances, epidemics or quarantine restrictions, delays or shortages of transportation, governmental action including the government s denial or failure to grant an export license or other needed government authorization;(c) Causes beyond ECCO s reasonable control, including severe accidents at ECCO s warehouse, unforeseen production or engineering delays or inability of ECCO or its vendor to secure adequate materials, manufacturing facilities or labor, or any other acts and causes not within the control of ECCO, which by the exercise of due diligence and reasonable effort, ECCO would not have been able to foresee, avoid or overcome. ECCO shall notify Customer of any delayed or non-performance due to an excusable delay or Event of Force Majeure as soon as practicable. If either such event should occur, ECCO s period of performance shall be extended for a period of time equal to the duration of either such event. If the excusable delay or Event of Force Majeure extends more than six months, ECCO and Customer may mutually agree to terminate Customer s Purchase Order or any portion thereof impacted by the excusable delay or Event of Force Majeure, and Customer shall promptly pay ECCO for any delivered Products or services performed, any works in process, any termination costs, including vendor settlement expenses, and a reasonable profit on the terminated order or portion thereof that ECCO and Customer agreed to terminate.

7. **NO WARRANTY OTHER THAN MANUFACTURERS WARRANTY.** CUSTOMER ACKNOWLEDGES THAT ECCO IS A DISTRIBUTOR ONLY AND THAT THE PRODUCTS ARE MANUFACTURED BY OTHERS AND THAT ECCO PROVIDES NO WARRANTY WHATSOEVER FOR THE PRODUCTS OTHER THAN A WARRANTY OF TITLE. EACH MANUFACTURER OF THE PRODUCTS PROVIDES ITS OWN LIMITED WARRANTY FOR THE PRODUCTS IT PRODUCES AND CUSTOMER SHALL BE ENTITLED TO THE BENEFITS AFFORDED BY SUCH MANUFACTURER WARRANTIES. ECCO MAKES NO WARRANTIES, EXPRESS OR IMPLIED (INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE AND/OR PURPOSE) WITH RESPECT TO THE PRODUCTS.

8. **PROPRIETARY INFORMATION.** For the term of Customer s Purchase Order, ECCO and Customer, to the extent of their right to do so, may exchange proprietary and/or confidential information not generally known to the public (Proprietary Information), only to the extent and as reasonably required to perform its obligation hereunder. Any document marked Confidential or Proprietary and all copies made of any such document shall be returned by the receiving party ("Recipient") of Proprietary Information to the disclosing party (Owner) upon completion of the purpose for which they were provided, or destroyed by Recipient at Owner s direction. Neither ECCO nor Customer shall be liable for any disclosure if the data: (a) is generally available to the public (or becomes so) without breach of by Recipient; (b) was available to Recipient on a non-confidential basis from a source that had the right to disclose such information; (c) was rightfully in the possession of Recipient prior to receipt from Owner; or (d) was independently developed without use of Owner s Confidential Information. No license to a party, under any trademark, patent, copyright, mask protection right or any other intellectual property right, is either granted or implied by the disclosure of Proprietary Information to such party. No use of any ECCO trademark, service mark, trade name, design, logo or other trade dress may be made without the prior written consent of ECCO. Any ECCO mark or logo existing on the Product must not be altered or modified manner, combined with other elements, or rearranged without the prior written consent of ECCO. None of the Proprietary Information which may be disclos exchanged by Owner shall constitute any representation, warranty, assurance, guarantee or inducement to Recipient of any kind and, in particular, regar

non-infringement of trademarks, patents, copyrights or any intellectual property rights, or other rights of third persons other than the rights e granted herein. Customer agrees that it will not attempt, nor will it direct or employ others to attempt, to reverse engineer the Product, subass r software that is sold by ECCO. The ownership in all Proprietary Information disclosed by an Owner to the Recipient pursuant to Customer s Purchas remain with Owner unless otherwise agreed in writing by ECCO and Customer. The confidentiality obligations herein shall survive for a period of five years after expiration of Customer s Purchase Order.

9. **INTELLECTUAL PROPERTY RIGHTS.** ECCO grants to Customer a nonexclusive, nontransferable, revocable license to use a copy of any software program embedded in any Product, in object code only, for use as part of the Product (License). Notwithstanding the foregoing, this License is subject to the following prohibitions: (a) Customer shall not attempt to decompile, reverse engineer, or disassemble the object code, or in any other way convert the object code into a human-readable form; (b) Customer shall not manufacture, sell, deliver or in any way provide any products containing the object code; (c) Customer shall not use the object code to create derivative or competing products of any kind; or (d) Customer shall not transfer the object code to a third party for any reason without prior written consent of ECCO, which may be withhold at ECCO s sole discretion, and only then subject to Customer executing a sub-license agreement with the same terms and conditions herein and providing ECCO the sub-license agreement executed by the transferee. Any transfer must be in full compliance with U.S. Export Laws and may require additional export licenses or other authorizations to be obtained by Customer and/or ECCO. Other than the License, ECCO is not granting any other rights to its or any Product manufacturer s intellectual property, patents, trademarks, software, or proprietary data, other than the right of Customer to use the Product for its intended purposes. ECCO s vendors and the Product manufacturers are direct and intended beneficiaries of this License and may enforce it directly against Customer.

10. **ORDER CANCELLATION.** Customer shall be responsible for and shall promptly pay ECCO for any re-stocking fees or other charges imposed upon ECCO for any cancelled order.

11. **GOVERNING LAW; ATTORNEYS FEES.** The Quotation, which includes these terms and conditions, the contract resulting from Customers Purchase Order, and (a) any action related thereto shall be governed, controlled, interpreted and defined by and under the laws of the State of Georgia, USA, without regard to its conflict of laws provisions; and (b) personal jurisdiction and venue for any dispute thereunder shall be in the state and federal courts serving Gwinnett County, Georgia. In any litigation in connection with Customer s Purchase Order, the prevailing party shall be entitled to recover its expenses of litigation and reasonable attorneys fees from the non-prevailing party.

12. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, AND REGARDLESS OF THE NUMBER OF CLAIMS OR THE FORM OR CAUSE OF ACTION, WHETHER IN CONTRACT, EQUITY, STATUTE, TORT, NEGLIGENCE (ACTIVE OR PASSIVE) OR OTHERWISE, ECCO SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND, AND SHALL NOT BE LIABLE TO CUSTOMER FOR LOSSES OF USE, DATA, PROFIT, REVENUE, INCOME, BUSINESS, ANTICIPATED SAVINGS, REPUTATION, AND MORE GENERALLY, ANY LOSSES OF AN ECONOMIC OR FINANCIAL NATURE, REGARDLESS OF WHETHER SUCH LOSSES MAY BE DEEMED AS CONSEQUENTIAL OR ARISING DIRECTLY AND NATURALLY FROM THE INCIDENT GIVING RISE TO THE CLAIM, AND REGARDLESS OF WHETHER SUCH LOSSES ARE FORESEEABLE OR WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES. EXCLUDING GROSS NEGLIGENCE OR WILLFULL MISCONDUCT, ECCO S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH A CUSTOMER S PURCHASE ORDER SHALL IN NO EVENT EXCEED ACTUAL, DIRECT, AND PROVEN DAMAGES OF THE PRICE OF THE PRODUCT DIRECTLY PURCHASED BY CUSTOMER UNDER THE ORDER GIVING RISE TO THE CLAIM. THIS LIMITATION OF LIABILITY SHALL APPLY NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED OR EXCLUSIVE REMEDY. TO THE EXTENT THESE TERMS AND CONDITIONS CONTAIN ANY SPECIFIC REMEDIES PROVIDED BY ECCO TO CUSTOMER, REGARDLESS OF FORM, SUCH REMEDIES SHALL BE PROVIDED BY ECCO ON A SOLE AND EXCLUSIVE BASIS AND IN LIEU OF ANY OTHER REMEDIES, DAMAGES, OR LOSSES.

13. **MODIFICATION.** Any modification of these Terms and Conditions shall be valid only if it is in writing and signed by the authorized representatives of both ECCO and Customer.

14. **ASSIGNMENT.** Customer may not assign or delegate a Customer Purchase Order or any of its rights, duties or obligations thereunder to any other party without the prior written consent of the other party. Any attempt by either party to assign or delegate any of its rights, duties or obligations regarding a Customer Purchase Order without such consent shall be void and of no effect.

15. **NO THIRD PARTY BENEFICIARIES.** Except as expressly provided herein, the rights hereunder are for the sole and exclusive benefit of ECCO and Customer and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever.

16. **WAIVER.** If either ECCO or Customer, at its option, agrees to waive any of these Terms and Conditions, then such waiver shall not for any purpose be construed as a waiver of any succeeding breach of the same or of any other of these Terms and Conditions; nor shall such a waiver be deemed as a course of conduct.

17. **SEVERABILITY.** If any of these Terms and Conditions are at any time held to be invalid or unenforceable, then such term or condition shall be construed as severable and shall not in any way render invalid or unenforceable the remainder of these Terms and Conditions, which shall remain in full force and effect.

FERGUSON WATERWORKS

FEL - GULFPORT WW #1227
14231 SEAWAY ROAD
BLDG I
GULFPORT, MS 39503-4628
Phone: 228-863-2757
Fax: 228-863-6587

Deliver To: 111488
From: Garrett Walker
garrett.walker@ferguson.com
Comments:

Item # b.

FERGUSON WATERWORKS #1221
Price Quotation
Phone: 228-863-2757
Fax: 228-863-6587

Bid No: B437756
Bid Date: 04/22/26
Quoted By: GEW

Cust Phone: 228-466-5445
Terms: NET 10TH PROX

Customer: CITY OF BAY ST LOUIS
PO BOX 2550
ATTN: KB SMITH
BAY ST LOUIS, MS 39521

Ship To: CITY OF BAY ST LOUIS
PO BOX 2550
ATTN: KB SMITH
BAY ST LOUIS, MS 39521

Cust PO#:

Job Name:

Item	Description	Quantity	Net Price	UM	Total
SP-E24125	SONIX 880 MTR 100CF 6 DIGIT DISPLAY	24	1700.000	EA	40800.00
SP-E27474	REMOTE MOUNT 700GM SMART POINT 8-10 WEEKS ON ABOVE MOUNT	24	370.000	EA	8880.00
SP-E24732	AMR BRKT F/ SONIX 45LT 600 AND 880 LINES 1 AND 4 4-5 DAY ETA.	24	35.000	EA	840.00

Net Total:	$50520.00
Tax:	$0.00
Freight:	$0.00
Total:	$50520.00

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

Due to the uncertain impact of potential tariffs, Ferguson's quotation/proposal has not included any provision or contingency for future tariffs or increase of existing tariffs. Ferguson reserves the right to adjust prices to reflect the impact of any new or increased tariffs that affect our costs at the time of shipment. Ferguson will provide notice of any such adjustments along with documentation supporting the changes.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE//VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT; PLEASE CONTACT YOUR BRANCH SALES REPRESENATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at https://www.ferguson.com/content/website-info/terms-of-sale
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

HOW ARE WE DOING? WE WANT YOUR FEEDBACK!
Scan the QR code or use the link below to complete a survey about your bids:
https://survey.medallia.com/?bidsorder&fc=1227&on=690

BAY SAINT LOUIS
A PLACE APART

To Whom It May Concern,

The City of Bay St. Louis hereby confirms the allocation of $241,000 to support the Cedar Point Wastewater Pump Station Improvements project. These funds will be drawn from budget code 402-700-900-000 (Capital Expense – Utilities).

Sincerely,

Michael J. Favre
Mayor

Bay St. Louis Police Department

547 MAIN STREET
BAY ST. LOUIS, MISSISSIPPI 39520
228.467.9222

Alvin Kingston
Interim Chief of Police

Mike Favre
Mayor

April 27, 2026

To whom it may concern:

The City of Bay St Louis Police Department would like to request the use of our allocated funds which are maintained by the Wireless Communication Commission. These funds will be used to purchase two (2) Setcom Liberator motorcycle helmet wireless base kits for Harley Davidson motorcycles, totaling five thousand two hundred sixty dollars and 21 cents ($5,260.21). A copy of the quote, which was prepared by Lori Oquendo of Setcom Rugged Solutions America. LLC Setcom Corporation, is attached.

Respectfully,

Alvin Kingston
Chief of Police
Bay St. Louis Police Department
akingston@baystlouis-ms.gov
228.466.5492

Estimate

Rugged Solutions America, LLC
dba Setcom Corporation
3019 Alvin DeVane Blvd
Suite 560
Austin TX 78741
(650) 965-8020
www.SetcomCorp.com

Date	Expires	Estimate #
3/30/2026	4/29/2026	958192

Comments / Notes

Bill To	Ship To
Bay St. Louis Police Department 547 Main St Bay Bay Saint Louis MS 39520	Bay St. Louis Police Department 547 Main St Bay Bay Saint Louis MS 39520

Terms	Lead Time	Ship Via	FOB	Account Executive
Net 30	Two Weeks	UPS GRD	Austin, TX	Shannon Dieringer

Item	Qty	Units	Description	Detailed Description	Rate	Amount
KE-24IM	2		Helmet Kit	Full Face Helmet Kit For Most Full Face Helmets Internal Mount Boom Microphone Dual Speaker Improved Dual Speaker (smaller & enhanced frequency response) Improved Speaker Connectors Portable Radio Only Configuration	380.00	760.00
SBTE-MZ4	2		MOCS II PO Wireless SpeakerMic	SpeakerMic PO Wireless Bluetooth Transceiver, cellphone and PA integration Auto Speaker Mute Auto Microphone Mute Weather Resistant Mic Enclosure Powered by Portable Radio Portable Radio Only Configuration Custom Molded Enclosure For Use With KE Series Helmet Kits U.S. Patent 8,010,171 with Cell Phone button	1,250.00	2,500.00
MBT-H	2		MOCS II PO Wireless Base Kit for Harley-Davidson Motorcycles, PTT and PA Transceiver NOT for 2026 Harley Road Glides		800.00	1,600.00
Tariff Surcharge - 6% (M)	1	EA	Tariff Surcharge - 6%	Tariff Surcharge - 6%	291.60	291.60

Items marked with an asterisk (*) are special order and non-returnable.

We appreciate the opportunity to work with you on this project.

Setcom's warranty policy can be found here: https://setcomcorp.com/warranty.html

Subtotal	5,151.60
Shipping Cost (UPS GRD)	108.61
Total	$5,260.21

Ref Diagram

Setcom

3/31/2026

Captain Andrew Osbourn
Bay St. Louis Police Department
547 Main Street
Bay St. Louis MS

RE: Setcom Bluetooth Wireless Portable-Only System

Dear < Captain Andrew Osbourn C>

Setcom is the sole manufacturer of the Bluetooth Wireless Police Motorcycle Communications system.

As background, Setcom Corporation is a leading manufacturer of communications equipment and radio accessories for police motorcycle officers, firefighters, military personnel, and industrial users. Setcom invented the first Police Motorcycle ComKit back in 1970. While others have come and gone, Setcom has dominated the market for over 50 years with quality and innovation. With 1,000s of motor officers currently riding with Setcom equipment today, we are by far the leader for police motorcycle communications gear.

Setcom is the only manufacturer in the market with a dedicated customer and technical service team that is available 55 hours per week to help customers with issues in the field. Setcom also has 72-hour turn around on all warranty repairs that come into its dedicated repair center.

Bluetooth Wireless System

The most recent advance in Setcom's police motorcycle communications, Setcom's Bluetooth Wireless SpeakerMic, eliminates the cable between the officer and the motorcycle, providing maximum flexibility, freedom of movement, and reliable communications.

Currently, the features and functionality of the Liberator Wireless System include:

- **No Additional Battery Charging Is Required**. The wireless SpeakerMic system gets its power from the portable radio battery. The power draw of the SuperMic is a very minimal amount of the overall capacity of a typical police portable radio battery. This feature eliminates the requirement to set up an additional recharging procedure or the potential that a system is down for a day due to lack of battery charging the night before. It also removes a potential failure point in the system. The wireless transceiver on the motorcycle is powered by the motorcycle battery.

- **Weatherproof**. The Bluetooth Portable-only wireless features weatherproof components.

- **One-Time Sync'ing or Pairing Process.** Simple pairing process to connect the SpeakerMic with the wireless transmitter on the motorcycle.

- **2.4 GHz Bluetooth frequency operation**

3019 Alvin DeVane, Suite 560 • Austin, TX 78741 USA
Ph (650) 965-8020 Fax (650) 965-1193

- **Quick Release Nexus Connectors.** The connector used between the helmet kit and Liberator SuperMic System is the industry standard Nexus TP-120 connector. This connector has quick release functionality.

- **Dedicated Factory Technical Service Team.** Setcom is the only manufacturer in the market with a dedicated customer and technical service team that is available 55 hours per week to help customers with issues in the field. All technical service calls are issued a tracking number and priority upon being reported. These service issues are monitored daily by senior management until they are resolved by Setcom's technical staff. Setcom also has 72-hour turn around on all warranty repairs that come into its dedicated repair center.

If you have any questions on the above unique features, please don't hesitate to contact me.

Regards,

Lori Oquendo
Account Executive

CITY OF BAY ST. LOUIS SPECIAL EVENTS APPLICATION

Return application in person to City Hall, Mayor's Office, Second Floor or fax to (228) 466-5490

Organization Name Artisan Pyrotechnics Inc.

Organization Mailing Address P.O. Box 250

Contact Person Kenneth Manis

Telephone Numbers: Daytime 601-928-9454 Evening _____

Application Date 4.21.2026 Event Date 5-16-2026

Event Hours 9:00pm - 9:30pm Expected Attendance 500+

Event Description Firework Show on Beach for Pirates Day in the Bay.

Event Location Desired

- ☐ McDonald Splash Pad (non-exclusive)
- ☐ MLK Splash Pad (non-exclusive)
- ☐ McDonald Park/Pavilion
- ☐ MLK Park
- ☐ City Street(s)
- ☐ Depot Grounds
- ☐ Depot Stages
- ☐ Shoo Fly
- ☐ Sports Complex
- ☐ Commagere Park
- ☐ Boys and Girls
- ☐ Harbor Park lot
- ☐ Harbor Deck
- ☐ Private Property
- ☐ Al Smith Park
- ☐ VCJ Gym

Name of Street(s) Beach around area 206 S. Beach Blvd.

NO PARKING ON THE GRASS AT CITY PARKS

What kind of alcohol, if any, will be served? ☐ Beer ☐ Wine ☐ Liquor – NONE

Will outdoor amplification be used, or will there be music or other loud noises? ☐ Yes ☐ No
NOISE ORDINANCE WILL BE IN EFFECT

Are other special needs being requested? ☐ Barricades ☐ Trash Barrels ☐ Electricity – NONE

If Barricades or Trash Barrels requested, please let us know how many and location._____

Secuirty required? ☐ Yes ☒ No

If Yes - security to be provided by: ☐ Applicant ☐ City

Other * Has Permit through County * Insurance attached.

I understand that additional information may be requested or special permits required based on the nature of the stated event activity. I also understand that my request may require action by the City Council. If so, I will be notified of the meeting time and place.

See attached.
Signature of Applicant

Application received by: Kim Fore Date: 4.21.26

Approved _____ Disapproved _____ Date_____

Comments: _____

HANCOCK COUNTY
BUILDING & ZONING
854 HIGHWAY 90 SUITE A

P-228-467-4157
F-228-206-5435

FIREWORK STAND WITH FLOOD

ISSUE DATE 4/ 9/2026
EXPIRATION DATE 10/ 9/2026
PERMIT NUMBER 0020260214

ISSUED TO: ARTISAN PYROTECHNICS INC

PROPERTY INFORMATION:
PARCEL:
206 SOUTH BEACH BLVD
BAY ST LOUIS MS 39520

FLOOD ZONES:
OCC/LOC TYPE: COMMERCIAL
ZONING: SB
SUBDIVISION:
MH REG NO:

PROPERTY OWNER:
HANCOCK COUNTY
SAND BEACH
BAY ST LOUIS MS 39520
Phone

CONTRACTOR:
License No

CLASS OF WORK: NEW X | ADDITION | ALTERATION | REPAIR | MOVE | REMOVE

WORK DESCRIPTION
FIREWORK DISPLAY ON THE SAND BEACH FOR PIRATES DAY IN THE BAY ON MAY 16,2026

LEGAL DESC
FROM 9:00PM TILL 9:30 PM
ARTISAN PYROTECHINES POBOX 250, WIGGINS,MS 39577 601.528.9454

APPROVED BY: TONEAL
APPROVAL DATE: 4/ 9/2026

Heated Area	Non-Heated	

Valuation of Work: $
Permit Fee: $ 101.00
Paid: $ 101.00
Due: $

T. O'Neal 4-15-26
SIGNATURE OF OFFICIAL DATE

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND ORDINANCES GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO VIOLATE OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

X
SIGNATURE OF CONTRACTOR OR AUTHORIZED AGENT (DATE) 4-15-26

HANCOCK COUNTY, MS BUILDING & ZONING

SIGNATURE OF OWNER (IF OWNER BUILDER) (DATE)

HANCOCK COUNTY BUILDING AND ZONING
SALE OF FIREWORKS APPLICATION

DATE: 05/16/2026	**PERMIT #** 2026-0214		
APPLICANT NAME: Nicole Pratt Artisan Pyrotechnics Office Manager			
BUSINESS NAME: Artisan Pyrotechnics Inc.	**OWNER OF COMPANY:** Kenneth E. "Jack" Manis Jr.		
BUSINESS ADDRESS: PO Box 250	**CITY:** Wiggins	**STATE:** MS	**ZIP:** 39577
ADDRESS OF LOCATION OF SALES: Firework Display show on the beach near 206 S. Beach Blvd Bay St. Louis, MS 39520	**PHONE #** (601) 928-9454		

WHERE WILL THE SALES TAKE PLACE FROM? (CHECK ONE)

☐ PERMANENT BUILDING ☐ TENT ☐ TRAILER

OTHER: Firework Display on the beach for Pirates Day Celebration, Mystic Krewe of the Seahorse, Inc.

REQUIREMENTS FOR PERMIT AND SELLING OF FIREWORKS:

1. PRIVILEGE LICENSE (TAX OFFICE)
2. APPLICATION FOR PERMIT
3. FIREWORKS PERMIT
4. PERMIT FEE OF $101.00
5. PROOF OF GENERAL LIABILITY ($100,000.00) POLICY
6. INSPECTION OF FIREWORKS STAND
7. FIREWORKS ONLY IN C-1, C-2, AND A-1 ZONING DISCTRICTS ONLY
8. "NO SMOKING" SIGNS POSTED
9. FIREWORK STAND RE-INSPECTED FOR EACH SELLING PERIOD
10. REFER TO THE HANCOCK COUNTY FIREWORKS ORDINANCE FOR OTHER
11. REQUIREMENTS

BY SIGNING THIS APPLICATION, I HEREBY CERTIFY THAT THE INFORMATION PROVIDED IN THIS APPLICATION IS COMPLETE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND I CERTIFY THAT I UNDERSTAND THE REQUIREMENTS FOR SELLING CONSUMER FIREWORKS.

Nicole Pratt
SIGNATURE OF APPLICANT

04/08/2026
DATE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/8/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Ryder, Rosacker, McCue & Huston 509 W Koenig St Grand Island NE 68801	PHONE (A/C, No, Ext): 800-658-4200	FAX (A/C, No):
	E-MAIL ADDRESS: certrequest@ryderinsurance.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACCELERATION NATL INS CO	35742
INSURER B : HADRON SPECIALTY INS CO	17534
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Artisan Pyrotechnics Inc
82 Grace Rd
PO Drawer 250
Wiggins MS 39577

COVERAGES **CERTIFICATE NUMBER:** 23307665 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY	Y	Y	H0320GL000074-00	1/20/2026	1/20/2027	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			Q-15353	1/20/2026	1/20/2027	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	X OWNED AUTOS ONLY X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB OCCUR			H0320XS000032-00	1/20/2026	1/20/2027	EACH OCCURRENCE	$ 4,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N / A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Regarding the General Liability coverage, Waiver of Subrogation applies to the entities listed below per form CG 24 04 when required by written agreement.
Regarding the General Liability coverage, Blanket Additional Insured applies to the entities listed below per form S CGL 320 20 13 06 25 when required by written agreement.

Certificate Holder is added as Additional Insured Where Required by Written Contract.
MYSTIC KREWE OF THE SEAHORSE, INC. AND CURE INVESTMENTS, LLC. FOR THEIR FIREWORKS DISPLAY ON MAY 16, 2026.

CERTIFICATE HOLDER

MYSTIC KREWE OF THE SEAHORSE
998A HWY 90
BAY ST. LOUIS MS 39520
USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Chiniche Engineering & Surveying
407 Highway 90
Bay St. Louis, MS 39520
+12284676755
jason@chiniche.com
www.chiniche.com

Work Order -15-007-007
Original Contract Amount - $2,500.00
Amendment 1 Amount - $162,836.99
Amendment 2 Amount - $139,500.00
Previously Invoices Amount - $247,303.62
Current Invoice Amount - $8,851.29
Balance - $48,682.08

INVOICE

BILL TO
City of Bay Saint Louis
588 HWY 90
Bay St. Louis, MS 39520

INVOICE # 15-007-00736
DATE 04/28/2026

TERMS Due on receipt

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
04/28/2026	**Engineering Services**	Project Coordination	5.0%	177,025.76	8,851.29

Hurricane Ida Road Repairs

BALANCE DUE **$8,851.29**

Chiniche Engineering & Surveying
407 Highway 90
Bay St. Louis, MS 39520
+12284676755
jason@chiniche.com
www.chiniche.com

Work Order No 15-007-017
Original WO Amount - $234,000.00
Previously Invoiced Amount - $205,868.25
Current Invoice Amount - $11,700.00
Balance - $23,451.75

INVOICE

BILL TO
City of Bay St. Louis
588 HWY 90
Bay St. Louis, MS 39520

INVOICE # 15-007-01736
DATE 04/28/2026

TERMS Due on receipt

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
04/28/2026	**Engineering Services**	Project Coordination	5.0 %	234,000.00	11,700.00

New Water Well

BALANCE DUE **$11,700.00**

Chiniche Engineering & Surveying
407 Highway 90
Bay St. Louis, MS 39520
+12284676755
jason@chiniche.com
www.chiniche.com

INVOICE

BILL TO
City of Bay Saint Louis
588 HWY 90
Bay St. Louis, MS 39520

INVOICE # 15-007-01910
DATE 04/28/2026

TERMS Due on receipt

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
10/22/2025	**Professional Engineer/Project Manager 3**	workshop coordination	0:15	193.00	48.25
11/17/2025	**Professional Engineer/Project Manager 3**	workshop presentation, prep	1:00	193.00	193.00
11/19/2025	**Professional Engineer/Project Manager 3**	workshop prep	0:30	193.00	96.50
01/23/2026	**Professional Engineer/Project Manager 3**	annual report	0:30	201.00	100.50
01/26/2026	**Professional Engineer/Project Manager 3**	annual report	0:30	201.00	100.50
01/28/2026	**Professional Engineer/Project Manager 3**	annual report	1:00	201.00	201.00

MS4 Permit

BALANCE DUE **$739.75**

Chiniche Engineering & Surveying
407 Highway 90
Bay St. Louis, MS 39520
+12284676755
jason@chiniche.com
www.chiniche.com

INVOICE

Work Order Number - 15-007-010
Original Work Order Amount - $78,750.00
Amendment 1 Amount - $100,260.00
Previously Invoiced Amount - $111,334.50
Current Invoice Amount - $10,026.00
Balance - $62,662.50

BILL TO
City of Bay Saint Louis
588 HWY 90
Bay St. Louis, MS 39520

INVOICE # 15-007-01021
DATE 04/28/2026

TERMS Due on receipt

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
04/28/2026	**Engineering Services**	Project Coordination	10.0%	100,260.00	10,026.00

Downtown ADA Boardwalk

BALANCE DUE **$10,026.00**

Chiniche Engineering & Surveying
407 Highway 90
Bay St. Louis, MS 39520
+12284676755
jason@chiniche.com
www.chiniche.com

INVOICE

Work Order Number - 15-007-038
Original Work Order Amount - $75,000.00
Previously Invoiced Amount - $33,750.00
Current Invoice Amount - $5,625.00
Balance - $28,125.00

BILL TO
City of Bay St. Louis
688 HWY 90
Bay St. Louis, MS 39520

INVOICE # 15-007-0388
DATE 04/28/2026

TERMS Due on receipt

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
04/28/2026	**Engineering Services**	Project Coordination	7.5%	75,000.00	5,625.00

ADA Beach Access Ramp

BALANCE DUE **$5,625.00**

Chiniche Engineering & Surveying
407 Highway 90
Bay St. Louis, MS 39520
+12284676755
jason@chiniche.com
www.chiniche.com

Work Order - 15-007-024
riginal Work Order Amount - $222,300.00
Amendment 1 Amount - $90,888.00
Previously Invoiced Amount - $230,375.70
Current Invoice Amount - $9,088.80
Balance - $68,166.00

INVOICE

BILL TO
City of Bay St. Louis
588 HWY 90
Bay St. Louis, MS 39520

INVOICE # 15-007-02426
DATE 04/28/2026

TERMS Due on receipt

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
04/28/2026	**Engineering Services**	Project Coordination	10.0%	90,888.00	9,088.80

NRCS Main Drain Improvements

BALANCE DUE **$9,088.80**

Chiniche Engineering & Surveying
407 Highway 90
Bay St. Louis, MS 39520
+12284676755
jason@chiniche.com
www.chiniche.com

INVOICE

BILL TO
City of Bay St. Louis
588 HWY 90
Bay St. Louis, MS 39520

INVOICE # 15-007-02310
DATE 04/28/2026

TERMS Due on receipt

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
01/30/2026	**Engineer Technician**	markups for sewer	1:00	98.00	98.00
02/02/2026	**Engineer Technician**	sewer markups	2:00	98.00	196.00
02/02/2026	**CAD Drafter**	MARKUPS SEWER DETAILS S-001, S-002, S-N001 & S-003MARKUP WATER W-001	1:00	98.00	98.00
02/04/2026	**CAD Drafter**	SEWER MARKUPS FOR CARRIE	2:00	98.00	196.00
02/05/2026	**Engineer Technician**	coordinate w/ drafter	0:30	98.00	49.00
03/02/2026	**Engineer Technician**	drainage details	1:30	98.00	147.00
03/04/2026	**Engineer Technician**	bore details coordinate w/drafting	0:30	98.00	49.00
03/09/2026	**Engineer Technician**	prepare water binder for City final review update TOC pull Sewer standards markup w/City comments update binders	3:00	98.00	294.00
03/10/2026	**Engineer Technician**	markup sewer details update TOC update with City comments research county/state/OSHA regulations	4:30	98.00	441.00
03/11/2026	**Engineer Technician**	Sewer markups with drafting coordinate w/City update binder for	2:15	98.00	220.50

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	
		review			
03/11/2026	**CAD Drafter**	Drafting BSL Sewer Details	8:00	98.00	784.00
03/12/2026	**Engineer Technician**	LOT	0:15	98.00	24.50
03/30/2026	**Engineer Technician**	drainage markup	0:15	98.00	24.50
03/31/2026	**Engineer Technician**	coordinate with drafting	0:30	98.00	49.00
04/01/2026	**CAD Drafter**	Spoke with Carrie about change needed, Added note, PDF'd, Printed and given to Carrie.	0:15	98.00	24.50

Standard Detail Updates

BALANCE DUE **$2,695.00**

Chiniche Engineering & Surveying
407 Highway 90
Bay St. Louis, MS 39520
+12284676755
jason@chiniche.com
www.chiniche.com

INVOICE

BILL TO
City of Bay St. Louis
588 HWY 90
Bay St. Louis, MS 39520

INVOICE # 15-007112 FF
DATE 04/28/2026

TERMS Due on receipt

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Engineering Services	Public Works and Building Department Coordination	1	1,000.00	1,000.00

Monthly Flat Fee

BALANCE DUE **$1,000.00**

Packet: 29302 - Refunds From Zone 01

05.05.26_26-023

G/L POSTING DATE: 5/05/2026

Item # g.

ACCOUNT	NAME	DATE	TYPE	CK #	AMOUNT	DEPOSIT CODE	DEPOSIT RECEIPT	DEPOSIT AMOUNT	MESSAGE
01-0503-00	CHANDLER RESIDENTAL CO, LL	0/00/00	FINAL BILL	0	216.46CR	001	00533689	250.00CR	INVALID CK#/DATE
01-0516-00	CHANDLER RESIDENTIAL CO LL	0/00/00	FINAL BILL	0	168.96CR	001	00551928	250.00CR	INVALID CK#/DATE
01-5109-01	BAUGHMAN, BRIAN/DEBORAH	0/00/00	FINAL BILL	0	15.50CR	001	00546329	70.00CR	INVALID CK#/DATE
01-5370-01	CRANE BUILDERS LLC	0/00/00	FINAL BILL	0	308.43CR	001	00529458	250.00CR	INVALID CK#/DATE
						002	00559837	140.00CR	
02-3150-16	JACKSON, JESSICA	0/00/00	FINAL BILL	0	15.50CR	001	00434290	70.00CR	INVALID CK#/DATE
03-2254-00	TIMES, BEACH	0/00/00	FINAL BILL	0	238.23CR	001	00511482	250.00CR	INVALID CK#/DATE
03-2420-28	LAFONTAINE, ZACHARY GAGE	0/00/00	FINAL BILL	0	15.50CR	001	00551873	70.00CR	INVALID CK#/DATE
03-2520-26	VINCENT, CHARLES	0/00/00	FINAL BILL	0	15.50CR	001	00505560	70.00CR	INVALID CK#/DATE
04-2850-02	CRAIG, AUSTIN & ANGELA	0/00/00	FINAL BILL	0	11.75CR	001	37428	70.00CR	INVALID CK#/DATE
04-2860-03	PUCKETT, PATRICIA L	0/00/00	FINAL BILL	0	153.89CR	001	00020816	70.00CR	INVALID CK#/DATE
						002	00020817	140.00CR	
04-3870-06	HILLIARD, JANELLE	0/00/00	FINAL BILL	0	15.50CR	001	00565403	70.00CR	INVALID CK#/DATE
04-4120-08	ADAM, CHARLEEN	0/00/00	FINAL BILL	0	22.50CR	001	00565751	70.00CR	INVALID CK#/DATE
04-4310-02	KING, ROBERT	0/00/00	FINAL BILL	0	14.96CR	001	00357151	70.00CR	INVALID CK#/DATE
05-2061-00	PALMETTO PROPERITES, LLC	0/00/00	FINAL BILL	0	56.74CR	001	00560331	70.00CR	INVALID CK#/DATE
06-2340-03	MILLER, YOLANDA	0/00/00	FINAL BILL	0	15.50CR	001	00398894	70.00CR	INVALID CK#/DATE
07-4180-04	RUSSELL, TYLER	4/08/26	PAY/ADJ POST	0	145.38CR	000		0.00	INVALID CK NO#
08-0290-01	PINE BELT MENTAL HEALTH	0/00/00	FINAL BILL	0	209.23CR	001	00384006	250.00CR	INVALID CK#/DATE
08-0480-01	MISSISSIPPI HOME CARE OF B	0/00/00	FINAL BILL	0	190.73CR	001	00332645	250.00CR	INVALID CK#/DATE
09-1010-01	COLONNADE LLC	0/00/00	FINAL BILL	0	121.46CR	001	00526949	250.00CR	INVALID CK#/DATE

RECEIVED
4.20.26
4482

Item # g.

---ACCOUNT----	----------NAME----------	--DATE--	----TYPE-----	-CK #-	----AMOUNT----	----------DEPOSIT---------- CODE	-RECEIPT--	--AMOUNT---	----MESSAGE-----

ACCOUNT	SOURCE	NAME	AMOUNT
400-000-000-002		UTILITY OPERATING FUND ACCOUNT	216.46CR
400-000-000-002		UTILITY OPERATING FUND ACCOUNT	168.96CR
400-000-000-002		UTILITY OPERATING FUND ACCOUNT	15.50CR
400-000-000-002		UTILITY OPERATING FUND ACCOUNT	308.43CR
400-000-000-002		UTILITY OPERATING FUND ACCOUNT	15.50CR
400-000-000-002		UTILITY OPERATING FUND ACCOUNT	238.23CR
400-000-000-002		UTILITY OPERATING FUND ACCOUNT	15.50CR
400-000-000-002		UTILITY OPERATING FUND ACCOUNT	15.50CR
400-000-000-002		UTILITY OPERATING FUND ACCOUNT	11.75CR
400-000-000-002		UTILITY OPERATING FUND ACCOUNT	153.89CR
400-000-000-002		UTILITY OPERATING FUND ACCOUNT	15.50CR
400-000-000-002		UTILITY OPERATING FUND ACCOUNT	22.50CR
400-000-000-002		UTILITY OPERATING FUND ACCOUNT	14.96CR
400-000-000-002		UTILITY OPERATING FUND ACCOUNT	56.74CR
400-000-000-002		UTILITY OPERATING FUND ACCOUNT	15.50CR
400-000-000-002		UTILITY OPERATING FUND ACCOUNT	145.38CR
400-000-000-002		UTILITY OPERATING FUND ACCOUNT	209.23CR
400-000-000-002		UTILITY OPERATING FUND ACCOUNT	190.73CR
400-000-000-002		UTILITY OPERATING FUND ACCOUNT	121.46CR
400-000-030-019		UTILITY REFUNDS PAYABLE	1,951.72

ERRORS: 37

** END OF REPORT **

May 5, 2026

CERTIFICATION

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

- Utility Refund Register_ 05/05/2026_26-023 – $1,951.72

Dana Feuerstein
Deputy City Clerk
City of Bay St. Louis

City of Bay St. Louis· P.O Box 2550 · Bay St. Louis, MS 39521-2550 · (228)466-8951 · Fax (228) 466-5490
www.baystlouis-ms.gov

May 5, 2026

CERTIFICATION

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

- Claims Docket 05/05/2026_26-022 $ 489,770.80

Dana Feuerstein
Finance Administrator
City of Bay St. Louis

City of Bay St. Louis· P.O Box 2550 · Bay St. Louis, MS 39521-2550 · (228)466-8951 · Fax (228) 466-5490
www.baystlouis-ms.gov

May 5, 2026

CERTIFICATION

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

- Claims Docket_ 05/05/2026_26-024 – $20,000.00

Dana Feuerstein
Deputy City Clerk
City of Bay St. Louis

City of Bay St. Louis· P.O Box 2550 · Bay St. Louis, MS 39521-2550 · (228)466-8951 · Fax (228) 466-5490
www.baystlouis-ms.gov

Fund - Code - Current: 1

Department - Name - Current: Council

Fund	Dept	Dept Name	Emp#	Last, First	Rate	Gross	Dental	Life	Health	PERS	Medi	SS	Total
1	100	Council	1357	Bourgeois, Caitlin	20.71	1,656.80	14.60	8.80		304.85	22.25	95.14	2,102.44
1	100	Council	1612	Bradford, Jordan	8.65	692.31	14.60			127.39	5.84	24.96	865.10
1	100	Council	1597	Davis, Linda	4.95	396.34	14.60	8.80		128.80	5.75	24.57	578.86
1	100	Council	1377	DESALVO, JOSHUA	8.08	646.15	14.60	8.80		118.89	6.67	28.53	823.64
1	100	Council	1531	Holmes, Phalba	8.08	646.15	14.60	8.80		118.89	7.62	32.59	828.65
1	100	Council	1501	Lewis, Kyle	8.08	646.15	14.60	8.80		118.89	4.70	20.10	813.24
1	100	Council	1611	Moynan, Nancy	8.08	646.15	14.60	8.80		118.89	9.37	40.06	837.87
1	100	Council	1376	Smith, Larry	8.08	646.16	14.60	8.80		118.89	9.37	40.06	837.88

00_Council Report_All

City of Bay St Louis (48853)

From: 05/01/2026 Through: 0

Department - Name - Current: Court

Fund	Dept	Dept Name	Emp#	Last, First	Rate	Gross	Dental	Life	Health	PERS	Medi	SS	Total
1	102	Court	1059	BRADY, TAMMY	18.68	1,494.40	14.60	8.80		274.97	20.89	89.35	1,903.01
1	102	Court	1319	MAGGIO, STEPHEN	0.00	1,166.66	29.20	17.60	687.87	214.67	7.32	31.28	2,154.60
1	102	Court	1451	Mitchell, Elisa	19.28	1,542.40	14.60	8.80		283.80	21.59	92.30	1,963.49
1	102	Court	1411	REYNOLDS, SANDY	22.30	1,784.00	14.60	8.80		328.26	22.29	95.32	2,253.27

00_Council Report_All

City of Bay St Louis (48853)

From: 05/01/2026 Through: 0

Department - Name - Current: Administration

Fund	Dept	Dept Name	Emp#	Last, First	Rate	Gross	Dental	Life	Health	PERS	Medi	SS	Total
1	120	Administrat	1052	Black, Charlene	17.55	702.00	14.60			129.17	10.17	43.51	899.45
1	120	Administrat	1219	FAVRE, JAMIE	24.10	2,099.72	14.60	8.80		386.35	30.03	128.38	2,667.88
1	120	Administrat	1299	Favre, Michael	38.64	3,091.38	14.60	5.73		568.81	43.37	185.43	3,909.32
1	120	Administrat	1244	FEUERSTEIN, DANA	25.84	2,309.45	14.60	8.80		424.94	31.32	133.92	2,923.03
1	120	Administrat	1518	Fore, Kimberly	20.84	1,667.20	14.60	8.80		306.76	21.52	92.04	2,110.92
1	120	Administrat	1137	STEWART, KATIE	22.89	1,831.21	14.60	8.80		336.94	25.73	110.01	2,327.29

00_Council Report_All

City of Bay St Louis (48853)

From: 05/01/2026 Through: 0

Department - Name - Current: Building and P&Z

Fund	Dept	Dept Name	Emp#	Last, First	Rate	Gross	Dental	Life	Health	PERS	Medi	SS	Total
1	150	Building	1573	Boxx, William	25.16	1,125.91				207.17	16.33	69.81	1,419.22
1	150	Building	1502	Burke, Jeremy	26.65	2,301.89	14.60	8.80		423.55	31.82	136.08	2,916.74
1	150	Building	1522	Dauphin, Ann	20.88	1,670.40	14.60	8.80		307.35	23.69	101.31	2,126.15
1	150	Building	1383	LADNER, RICKEY	33.29	2,663.08	14.60	8.80		490.01	36.12	154.45	3,367.06
1	150	Building	1505	Owen, Frank	21.35	1,708.00	14.60	8.80		314.27	24.30	103.90	2,173.87

00_Council Report_All

City of Bay St Louis (48853)

From: 05/01/2026 Through: 0

Department - Name - Current: GENERAL BUILDING MAINT

Fund	Dept	Dept Name	Emp#	Last, First	Rate	Gross	Dental	Life	Health	PERS	Medi	SS	Total
1	192	GENERAL	1556	Whitney, Kevin	17.51	1,427.07	14.60	8.80		262.58	18.63	79.67	1,811.35

00_Council Report_All

City of Bay St Louis (48853)

From: 05/01/2026 Through: 0

Department - Name - Current: Police

Fund	Dept	Dept Name	Emp#	Last, First	Rate	Gross	Dental	Life	Health	PERS	Medi	SS	Total
1	200	Police	1085	ARMENTROUT, SCOTT	26.68	2,267.80	14.60	8.80		417.28	32.68	139.73	2,880.89
1	200	Police	1401	CARDINALE, CHENEA	20.16	1,612.80	14.60	8.80		296.76	20.75	88.73	2,042.44
1	200	Police	1559	Cuevas, Noah	25.18	2,590.40	14.60	8.80		476.63	34.97	149.52	3,274.92
1	200	Police	1615	Denton, Joey	24.18	2,931.83	14.60	8.80		539.46	42.15	180.25	3,717.09
1	200	Police	1590	Duhon, Christopher	24.18	2,405.91	14.60	8.80		442.69	32.49	138.92	3,043.41
1	200	Police	1481	Fullerton, Roy	25.68	2,757.39	14.60	8.80		507.36	37.05	158.41	3,483.61
1	200	Police	1525	Ha, Huy	25.68	2,157.12	14.60	8.80		396.91	25.89	110.69	2,714.01
1	200	Police	1460	Hampton, Sarah	27.31	2,294.04	14.60	8.80		422.10	30.63	130.96	2,901.13
1	200	Police	1337	Hart, David	24.18	2,031.12	14.60	8.80		373.73	27.87	119.17	2,575.29
1	200	Police	1557	Jones, Aaron	25.81	3,303.68	14.60	8.80		607.88	45.15	193.07	4,173.18
1	200	Police	1629	Jones, Andrew	23.00	1,932.00	14.60	8.80		355.49	27.80	118.86	2,457.55
1	200	Police	1385	KINGSTON, ALVIN	39.91	3,192.92	14.60	8.80		587.50	44.32	189.52	4,037.66
1	200	Police	1369	Kirsch, Karl	24.18	2,031.12	14.60	8.80		373.73	29.45	125.93	2,583.63
1	200	Police	1628	Lesley, Micah	23.00	2,254.00	14.60	8.80		414.74	32.47	138.83	2,863.44
1	200	Police	1448	LOVETT, DAVID	26.18	733.04	14.60	8.80		134.88	10.02	42.85	944.19
1	200	Police	1285	Mossey, Joshua	17.98	1,438.40	14.60	8.80		264.67	20.34	86.97	1,833.78
1	200	Police	1227	MURPHY, DYLAN	29.24	2,997.10	14.60	8.80		551.47	43.24	184.90	3,800.11
1	200	Police	1497	Olsen, Robert	26.81	2,252.04	14.60	8.80		414.38	30.50	130.41	2,850.73
1	200	Police	1485	Osbourn, Andrew	29.91	2,841.45	14.60	8.80		522.83	40.66	173.87	3,602.21
1	200	Police	1591	Pham, Phi	25.31	3,078.33	14.60	8.80		566.41	41.30	176.60	3,886.04
1	200	Police	1068	PHILLIPS, PUSH	29.24	2,953.24	14.60	8.80		543.40	42.82	183.09	3,745.95
1	200	Police	1634	Richardson, Chase	24.18	725.40					10.52	44.97	780.89
1	200	Police	1627	Rowell, Zachary	23.00	2,271.25	14.60	8.80		417.91	32.72	139.90	2,885.18
1	200	Police	1585	Sikes, Raven	24.68	2,097.80	14.60	8.80		386.00	29.53	126.25	2,662.98
1	200	Police	1417	Stinson, Corey	26.31	2,210.05	14.60	8.80		406.65	30.30	129.55	2,799.95
1	200	Police	1572	Stockstill, Joshua	36.02	2,881.60	14.60	8.80		530.21	39.25	167.82	3,642.28
1	200	Police	1338	TAYLOR, ERNEST	27.81	2,996.53	14.60	8.80		551.36	42.71	182.64	3,796.64
1	200	Police	1633	Trotter, Roman	24.18	2,031.13	14.60	8.80		373.73	29.21	124.92	2,582.39
1	200	Police	1630	Weaver, Allen	24.18	2,732.34	14.60	8.80		502.75	37.56	160.60	3,456.65
1	200	Police	1442	WEIR, DUSTIN	27.81	2,356.90	14.60	8.80		433.67	29.07	124.29	2,967.33
1	200	Police	1387	Wilder, David	25.31	2,366.49	14.60	8.80		435.43	34.22	146.31	3,005.85
1	200	Police	1619	Willis, Javion	23.00	2,607.63	14.60	8.80		479.80	37.60	160.75	3,309.18

Department - Name - Current: Fire

Fund	Dept	Dept Name	Emp#	Last, First	Rate	Gross	Dental	Life	Health	PERS	Medi	SS	Total
1	260	Fire	1362	ANDERSON, BRANDON	18.71	2,376.17	14.60	8.80		437.22	33.53	143.37	3,013.69
1	260	Fire	1635	Ashby, Wade	13.50	1,714.50				315.47	24.86	106.30	2,161.13
1	260	Fire	1220	AVERY, RONALD	34.17	2,733.92	14.60	8.80		503.04	33.68	144.02	3,438.06
1	260	Fire	1548	Beaugez, Travis	13.50								0.00
1	260	Fire	1631	Boudreaux, Andre	13.50	1,296.00	14.60	8.80		238.46	18.79	80.35	1,657.00
1	260	Fire	1230	CATALANO, GARY	18.71	1,796.16	14.60	8.80		330.49	25.54	109.22	2,284.81
1	260	Fire	1515	Chighizola, Jason	13.50	324.00	14.60			59.62	4.70	20.09	423.01
1	260	Fire	1432	Cuevas, Drake	14.67	1,863.09	14.60	17.60		342.81	26.55	113.54	2,378.19
1	260	Fire	1555	Decorte, Jeffery	14.67	2,391.21	14.60	8.80		439.98	34.42	147.16	3,036.17
1	260	Fire	1595	England, Angela	13.50	324.00				59.62	4.70	20.09	408.41
1	260	Fire	1453	EVERHART, NICHOLAS	16.65	2,114.55	14.60	8.80		389.08	30.12	128.81	2,685.96
1	260	Fire	1103	FARVE, JOHN	18.71	2,245.20	14.60	8.80		413.12	29.21	124.92	2,835.85
1	260	Fire	1621	Ford, Jonathan	14.67	1,863.09	14.60	8.80		342.81	26.72	114.26	2,370.28
1	260	Fire	1257	GARBER, Jeffrey	17.82	2,138.40	14.60	8.80		393.47	26.52	113.41	2,695.20
1	260	Fire	1637	Harris, Arthur	13.50	1,296.00				238.46	18.79	80.35	1,633.60
1	260	Fire	1625	Hoda, Donavon	14.67	1,863.09	14.60	8.80		342.81	26.73	114.29	2,370.32
1	260	Fire	1361	HOFFMANN, WAYNE	17.82	1,710.72	14.60	8.80		314.77	24.07	102.90	2,175.86
1	260	Fire	1570	Janssen, Eric	13.50								0.00
1	260	Fire	1547	Johnson, River	14.67	1,863.09	14.60	8.80		342.81	26.55	113.51	2,369.36
1	260	Fire	1454	Leger, Troy	14.67	1,863.09	14.60	8.80		342.81	22.55	96.44	2,348.29
1	260	Fire	1370	MALLINI, ANTHONY	15.75	1,512.00	14.60	8.80		278.21	21.38	91.40	1,926.39
1	260	Fire	1303	Maurice, Gary	16.32	2,072.64	14.60	8.80		381.37	27.64	118.20	2,623.25
1	260	Fire	1399	Polk, Bradley	13.50								0.00
1	260	Fire	1465	Proulx, Nicholas	15.57	1,977.39	14.60	8.80		363.84	27.63	118.12	2,510.38
1	260	Fire	1400	Sekinger, Allen	13.50								0.00
1	260	Fire	1609	Smith, Alex	14.67	2,391.21	14.60	8.80		439.98	34.43	147.22	3,036.24
1	260	Fire	1110	STRONG, MONTY	38.11	3,048.42	14.60	8.80		560.91	40.90	174.89	3,848.52
1	260	Fire	1588	Walley, Edward	13.50								0.00
1	260	Fire	1466	Warden, Aaron	14.67	1,760.40	14.60	8.80		323.91	25.35	108.40	2,241.46
1	260	Fire	1360	WOODS, JUSTIN	17.25	2,070.00	14.60	8.80		380.88	28.06	120.00	2,622.34

00_Council Report_All

City of Bay St Louis (48853)

From: 05/01/2026 Through: 0

Department - Name - Current: Public Works

Fund	Dept	Dept Name	Emp#	Last, First	Rate	Gross	Dental	Life	Health	PERS	Medi	SS	Total
1	300	Public	1607	Archila, Lucas	16.22	1,297.60	14.60	8.80		238.76	18.82	80.45	1,659.03
1	300	Public	1474	BOUDREAUX, BRANDON	17.30	1,384.01	14.60	8.80		254.66	17.32	74.08	1,753.47
1	300	Public	1433	DELCUZE, DEBRA	22.04	1,779.73	14.60	8.80		327.47	22.36	95.62	2,248.58
1	300	Public	1638	Dubuisson, Micheal	16.00	640.00				117.76	9.28	39.68	806.72
1	300	Public	1523	Epperson, Danny	17.76	1,420.80	14.60	8.80		261.43	19.46	83.20	1,808.29
1	300	Public	1605	Farve, Allison	19.10	1,528.00		8.80		281.15	22.16	94.74	1,934.85
1	300	Public	1618	Farve, Jonique	15.00	1,200.00	14.60	8.80		220.80	16.70	71.42	1,532.32
1	300	Public	1613	Ferrill, Richard	16.22	1,297.60	14.60	8.80		238.76	18.50	79.09	1,657.35
1	300	Public	1578	Green, Jesse	17.00	1,360.00	14.60	8.80		250.24	19.02	81.32	1,733.98
1	300	Public	1452	Hertz, Warren	18.04	1,443.20	14.60	8.80		265.55	20.93	89.48	1,842.56
1	300	Public	1526	Holt, Wayne	21.63	1,730.40	14.60	8.80		318.39	24.87	106.35	2,203.41
1	300	Public	1353	Johnson, Sandra	18.39	685.40	14.60	8.80		126.11	9.17	39.20	883.28
1	300	Public	1561	Kennedy, Trevor	20.16	1,612.80	14.60	8.80		296.76	23.39	99.99	2,056.34
1	300	Public	1488	Ladner, Milton	20.16	1,612.80	14.60	8.80		296.76	23.08	98.67	2,054.71
1	300	Public	1372	MATHENY, CHARLES	24.00	1,920.00	14.60	8.80		353.28	25.10	107.34	2,429.12
1	300	Public	1154	MCKAY, JAMIE	30.00	2,400.00	14.60	8.80		441.60	32.13	137.38	3,034.51
1	300	Public	1342	MEEK, GEORGE	19.61	1,568.80	14.60	8.80		288.66	22.68	96.98	2,000.52
1	300	Public	1632	Passantino, Taylor	15.00	960.00	14.60	8.80		176.64	13.92	59.52	1,233.48
1	300	Public	1412	PERNICIARO, DEBBIE	21.63	1,779.07	14.60	8.80		327.35	23.67	101.21	2,254.70
1	300	Public	1606	Rodi, Branden	17.30	1,384.01	14.60	8.80		254.66	18.89	80.78	1,761.74
1	300	Public	1577	Rushing, Christopher	18.00	1,440.00	14.60	8.80		264.96	20.73	88.65	1,837.74
1	300	Public	1542	Vanney, Ronnie	39.78	3,182.69	14.60	8.80		585.61	45.93	196.41	4,034.04
1	300	Public	1586	Wahl, Trenten	21.22	2,015.91	14.60	8.80		370.93	29.08	124.35	2,563.67
1	300	Public	1594	Williams, Arron	16.48	1,318.40	14.60	8.80		242.59	18.09	77.33	1,679.81

00_Council Report_All

City of Bay St Louis (48853)

From: 05/01/2026 Through: 0

Department - Name - Current: Parks and Recreation

Fund	Dept	Dept Name	Emp#	Last, First	Rate	Gross	Dental	Life	Health	PERS	Medi	SS	Total
1	302	Parks and	1564	Bates, Luke	17.97	1,437.60	14.60	8.80		264.52	20.63	88.21	1,834.36
1	302	Parks and	1636	Farley, Brandon	16.00	1,280.00				235.52	18.56	79.36	1,613.44
1	302	Parks and	1583	Garriga, Brent	27.78	2,222.42	14.60	8.80		408.93	29.69	126.94	2,811.38

Group Total Records: 113

Fund - Code - Current: 400

Department - Name - Current: Administration

Fund	Dept	Dept Name	Emp#	Last, First	Rate	Gross	Dental	Life	Health	PERS	Medi	SS	Total
400	120	Administrat	1339	GARCIA, LINDA	25.16	2,012.80	14.60	8.80		370.36	27.34	116.91	2,550.81
400	120	Administrat	1587	Jenkins, Elana	17.37	1,389.60	14.60	8.80		255.69	19.91	85.12	1,773.72
400	120	Administrat	1622	Toranto, Tessa	17.50	1,400.00	14.60	8.80		257.60	20.30	86.80	1,788.10

00_Council Report_All

City of Bay St Louis (48853)

From: 05/01/2026 Through: 0

Department - Name - Current: Operations

Fund	Dept	Dept Name	Emp#	Last, First	Rate	Gross	Dental	Life	Health	PERS	Medi	SS	Total
400	700	Operations	1439	ALLEN, MARQUES	23.11	1,970.14	14.60	8.80		362.51	27.90	119.29	2,503.24
400	700	Operations	1589	Dedeaux, Elgin	21.12	1,705.44	14.60	8.80		313.80	23.83	101.90	2,168.37
400	700	Operations	1566	Galloway, Reion	23.11	1,935.47	14.60	8.80		356.13	27.34	116.92	2,459.26
400	700	Operations	1617	Guthre, Koby	16.00	936.32		8.80		172.28	13.58	58.05	1,189.03
400	700	Operations	1601	Johnson, Gromyko	17.50	1,439.38	14.60	8.80		264.85	20.82	89.02	1,837.47
400	700	Operations	1391	LACY, MATTHEW	19.07	1,575.67	14.60	8.80		289.92	22.78	97.41	2,009.18
400	700	Operations	1610	Langston, Paul	18.51	1,494.69	14.60	8.80		275.02	21.34	91.23	1,905.68
400	700	Operations	1521	Legendre, Kase	18.04	1,483.79	14.60	8.80		273.02	20.91	89.41	1,890.53
400	700	Operations	1380	MCPHEARSON, THOMAS	21.75	1,788.94	14.60	5.73		329.16	25.11	107.36	2,270.90
400	700	Operations	1603	Smith, Douglas	30.00	2,400.00	14.60	8.80		441.60	34.12	145.91	3,045.03
400	700	Operations	1175	THOMS, STEPHEN	23.11	1,909.47	14.60	8.80		351.34	27.13	116.01	2,427.35
400	700	Operations	1567	Wilson, Daniel	18.04	1,443.20		5.73		265.55	20.93	89.48	1,824.89
400	700	Operations	1626	Woods, Rick	16.50	1,320.01	14.60	8.80		242.88	19.14	81.84	1,687.27

Group Total Records: 16

Fund - Code - Current: 450

Department - Name - Current: Administration

Fund	Dept	Dept Name	Emp#	Last, First	Rate	Gross	Dental	Life	Health	PERS	Medi	SS	Total
450	120	Administrat	1074	CAUGHLIN, DUANE	24.79	1,983.20	14.60	8.80		364.91	25.52	109.12	2,506.15
450	120	Administrat	1440	Draper, Julia	17.75	1,420.00	14.60	2.21		261.28	19.89	85.03	1,803.01
450	120	Administrat	1210	Forstall, Stephen	16.99	1,359.20	14.60	3.52		250.09	16.35	69.92	1,713.68
450	120	Administrat	1486	Hales, Sean	28.00	2,239.92	14.60	8.80		412.15	29.58	126.46	2,831.51
450	120	Administrat	1476	LeBlanc, Darrin	15.91	1,272.80	14.60	8.80		234.20	17.21	73.59	1,621.20
450	120	Administrat	1562	Machael, Paul	14.00	878.50				161.64	12.74	54.47	1,107.35
450	120	Administrat	1351	White, Derek	18.00	1,440.00	14.60	8.80		264.96	20.81	88.99	1,838.16
450	120	Administrat	1581	Wills, Aaron	15.91	1,272.80	14.60	8.80		234.20	18.34	78.41	1,627.15

Group Total Records: 8

236,474.75	**1,781.20**	**1,061.32**	**687.87**	**43,433.84**	**3,262.43**	**13,949.71**	**300,651.12**

Report Total Records: 137

CITY OF BAY ST LOUIS

CASH BALANCES

05/05/2026

FUND	TYPE	DESCRIPTION	Before	Docket	After	*	Expected Reimbursables	Interfund Loans Due/from	Expected after Reimb & Loans Paid	ALERT!!!!
001	COMMITTED	GENERAL FUND OPERATING	$ 8,452,967.86	$ 188,602.77	$ 8,264,365.09		$ -	$ (358,651.51)	$ 7,905,713.58	
003	RESTRICTED	CAPITAL LEASE FUND			$ -			$ -	$ -	
005	COMMITTED	MUNICIPAL RESERVE FUND	$ 197,087.15		$ 197,087.15			$ (32,590.17)	$ 164,496.98	
007	COMMITTED	EMERGENCY CASH RESERVE	$ 1,117,887.98		$ 1,117,887.98			$ -	$ 1,117,887.98	
101	RESTRICTED	LIBRARY FUND	$ -		$ -	*		$ 13,262.79	$ 13,262.79	
103	RESTRICTED	TREE FUND	$ -		$ -			$ 3,900.00	$ 3,900.00	
104	RESTRICTED	FIRE PROTECTION QUARTER MILL	$ 57,308.60		$ 57,308.60				$ 57,308.60	
105	RESTRICTED	FIRE INSURANCE REBATE FUND	$ 4,262.70		$ 4,262.70				$ 4,262.70	
120	RESTRICTED	FEDERAL GRANTS FUND	$ 227,167.95	$ 17,940.09	$ 209,227.86		$ 208,701.49	$ 154,537.14	$ 572,466.49	
125	RESTRICTED	CAP X FUND	$ 221,000.48	$ 4,720.33	$ 216,280.15			$ -	$ 216,280.15	
180	RESTRICTED	MODERNIZATION USE TAX-ROADS & BRIDGES	$ 373,767.48		$ 373,767.48		$ 186,651.04	$ -	$ 560,418.52	
200	COMMITTED	DEBT SERVICE ACCOUNT	$ 469,192.23	$ 96,082.57	$ 373,109.66			$ 1,519.43	$ 374,629.09	
220	RESTRICTED	2020 GENERAL OBLIGATION BOND DEBT SERVICE	$ 375.53		$ 375.53			$ 17,076.61	$ 17,452.14	
245	RESTRICTED	2022 NEGOTIABLE NOTE-DEBT SERVICE	$ 387,805.28		$ 387,805.28			$ 53,280.00	$ 441,085.28	
253	RESTRICTED	2025 GRANT ANTICIPATION NOTE (GAP)	$ -		$ -			$ (2,290.43)	$ (2,290.43)	
270	RESTRICTED	2016 ROAD & BRIDGE DEBT SERVICE	$ 86,423.05		$ 86,423.05			$ (26,355.84)	$ 60,067.21	
300	RESTRICTED	DOJ FUNDS	$ 124,552.48	$ 6,668.00	$ 117,884.48			$ 4,544.72	$ 122,429.20	
305	COMMITTED	CAPITAL PROJECTS FUND	$ 308,680.82	$ 15,651.00	$ 293,029.82		$ 205,362.81	$ 471,100.20	$ 969,492.83	
350	RESTRICTED	COUNTY ROAD & BRIDGE	$ 358,981.85		$ 358,981.85		$ 149,157.61	$ 18,732.66	$ 526,872.12	
400	COMMITTED	UTILITY OPERATING FUND	$ 849,925.73	$ 157,359.35	$ 692,566.38			$ 429,853.07	$ 1,122,419.45	
401	RESTRICTED	UTILITY METER DEPOSITS	$ 523,770.98	$ 2,800.00	$ 520,970.98			$ (2,140.00)	$ 518,830.98	
402	COMMITTED	UTILITY CAPITAL AND MAINTENANCE	$ 1,389,784.83	$ 16,260.00	$ 1,373,524.83		$ 989,700.97	$ (355,874.10)	$ 2,007,351.70	
408	RESTRICTED	MODERNIZATION USE TAX-WATER,SEWER	$ -		$ -		$ -	$ (192,125.90)	$ (192,125.90)	!!NEGATIVE!!
421	RESTRICTED	AMERICAN RECOVERY PROGRAM FUND-UTILITY	$ 909,204.45		$ 909,204.45		$ -	$ -	$ 909,204.45	
450	COMMITTED	MUNICIPAL HARBOR BANK ACCOUNT	$ 154,935.35	$ 1,786.69	$ 153,148.66			$ (99,528.37)	$ 53,620.29	
452	COMMITTED	MUNICIPAL HARBOR CAPITAL & MAINTENANCE	$ 767,233.08		$ 767,233.08		$ 33,709.65	$ (16,245.50)	$ 784,697.23	
455	COMMITTED	2022 NEG NOTE-CONSTRUCTION-HARBOR REPAIR	$ 355,452.69		$ 355,452.69		$ 542,565.95	$ (53,280.00)	$ 844,738.64	
650	RESTRICTED	COMMUNITY HALL ACCOUNT	$ 98,844.68	$ 1,900.00	$ 96,944.68			$ (28,724.80)	$ 68,219.88	
654	RESTRICTED	UNEMPLOYMENT REVOLVING FUND	$ 50,992.53		$ 50,992.53			$ -	$ 50,992.53	
									$ -	
		TOTAL ALL FUNDS:	**$ 17,487,605.76**	**$ 509,770.80**	**$ 16,977,834.96**		**$ 2,315,849.51**	**$ -**	**$ 19,293,684.47**	

* Beginning balance contains interfund loans or transfers on this meeting or docket

Fund - Code - Current: 1

Department - Name - Current: Council

EMP#	EMPLOYEE	REG H	REG $	OT/CE	OT $	VAC H	VAC $	PER H	PERS $	SICKH	SICK $	OTH	OTH $	HOURS	WAGES $
1357	Bourgeois,	69.75	1,444.52	0.00						10.25	212.28	0	0.00	80.00	$1,656.80
1612	Bradford,	80.00	692.31	0.00								0	0.00	80.00	$692.31
1597	Davis, Linda	80.00	396.34	0.00								0	0.00	80.00	$396.34
1377	DESALVO,	80.00	646.15	0.00								0	0.00	80.00	$646.15
1531	Holmes,	80.00	646.15	0.00								0	0.00	80.00	$646.15
1501	Lewis, Kyle	80.00	646.15	0.00								0	0.00	80.00	$646.15
1611	Moynan,	80.00	646.15	0.00								0	0.00	80.00	$646.15
1376	Smith, Larry	80.00	646.16	0.00								0	0.00	80.00	$646.16
		629.75	**5,763.93**	**0.00**						**10.25**	**212.28**	**0**	**0.00**	**640.00**	**$5,976.21**

00_PAYROLL WAGE & HOURS REPORT_REVISED 2

City of Bay St Louis (48853)

From: 05/01/2026 Through: 05

Department - Name - Current: Court

EMP#	EMPLOYEE	REG H	REG $	OT/CE	OT $	VAC H	VAC $	PER H	PERS $	SICKH	SICK $	OTH	OTH $	HOURS	WAGES $
1059	BRADY, TAMMY	56.50	1,055.42	0.00		22.50	420.30	1.00	18.68			0	0.00	80.00	$1,494.40
1319	MAGGIO,	173.33	1,166.66	0.00								0	0.00	173.33	$1,166.66
1451	Mitchell,	65.75	1,267.66	0.00				7.25	139.78	7.00	134.96	0	0.00	80.00	$1,542.40
1411	REYNOLDS,	73.50	1,639.05	0.00		6.50	144.95					0	0.00	80.00	$1,784.00
		369.08	**5,128.79**	**0.00**		**29.00**	**565.25**	**8.25**	**158.46**	**7.00**	**134.96**	**0**	**0.00**	**413.33**	**$5,987.46**

00_PAYROLL WAGE & HOURS REPORT_REVISED 2

City of Bay St Louis (48853)

From: 05/01/2026 Through: 05

Department - Name - Current: Administration

EMP#	EMPLOYEE	REG H	REG $	OT/CE	OT $	VAC H	VAC $	PER H	PERS $	SICKH	SICK $	OTH	OTH $	HOURS	WAGES $
1052	Black,	40.00	702.00	0.25								0	0.00	40.25	$702.00
1219	FAVRE, JAMIE	67.75	1,632.78	4.00	144.60			8.25	198.83			0	0.00	84.75	$2,099.72
1299	Favre,	80.00	3,091.38	0.00								0	0.00	80.00	$3,091.38
1244	FEUERSTEIN,	64.75	1,673.14	0.00		15.25	394.06					0	0.00	86.25	$2,309.45
1518	Fore,	78.50	1,635.94	0.00								2	31.26	80.00	$1,667.20
1137	STEWART,	74.50	1,705.31	0.00				5.50	125.90			0	0.00	80.00	$1,831.21
		405.50	**10,440.55**	**4.25**	**144.60**	**15.25**	**394.06**	**13.75**	**324.73**			**2**	**31.26**	**451.25**	**$11,700.96**

00_PAYROLL WAGE & HOURS REPORT_REVISED 2

City of Bay St Louis (48853)

From: 05/01/2026 Through: 05

Department - Name - Current: Building and P&Z

EMP#	EMPLOYEE	REG H	REG $	OT/CE	OT $	VAC H	VAC $	PER H	PERS $	SICKH	SICK $	OTH	OTH $	HOURS	WAGES $
1573	Boxx,	44.75	1,125.91	0.00								0	0.00	44.75	$1,125.91
1502	Burke,	80.00	2,132.00	0.00								0	0.00	84.25	$2,301.89
1522	Dauphin, Ann	79.25	1,654.74	0.00				0.75	15.66			0	0.00	80.00	$1,670.40
1383	LADNER,	80.00	2,663.08	0.00								0	0.00	160.00	$2,663.08
1505	Owen, Frank	80.00	1,708.00	0.00								0	0.00	80.00	$1,708.00
		364.00	**9,283.73**	**0.00**				**0.75**	**15.66**			**0**	**0.00**	**449.00**	**$9,469.28**

00_PAYROLL WAGE & HOURS REPORT_REVISED 2

City of Bay St Louis (48853)

From: 05/01/2026 Through: 05

Department - Name - Current: GENERAL BUILDING MAINT

EMP#	EMPLOYEE	REG H	REG $	OT/CE	OT $	VAC H	VAC $	PER H	PERS $	SICKH	SICK $	OTH	OTH $	HOURS	WAGES $
1556	Whitney,	80.00	1,400.80	0.00								0	0.00	81.00	$1,427.07
		80.00	**1,400.80**	**0.00**								**0**	**0.00**	**81.00**	**$1,427.07**

00_PAYROLL WAGE & HOURS REPORT_REVISED 2

City of Bay St Louis (48853)

From: 05/01/2026 Through: 05

Department - Name - Current: Police

EMP#	EMPLOYEE	REG H	REG $	OT/CE	OT $	VAC H	VAC $	PER H	PERS $	SICKH	SICK $	OTH	OTH $	HOURS	WAGES $
1085	ARMENTROUT,	85.00	2,267.80	0.00								0	0.00	85.00	$2,267.80
1401	CARDINALE,	72.25	1,456.56	0.00				7.75	156.24			0	0.00	80.00	$1,612.80
1559	Cuevas, Noah	86.00	2,165.48	10.50	396.59							0	0.00	97.25	$2,590.40
1615	Denton, Joey	86.00	2,079.48	0.00								0	0.00	109.50	$2,931.83
1590	Duhon,	86.00	2,079.48	9.00	326.43							0	0.00	95.00	$2,405.91
1481	Fullerton,	86.00	2,208.48	12.25	471.87							0	0.00	100.25	$2,757.39
1525	Ha, Huy	35.25	905.22	0.00						12.75	327.42	36	924.48	84.00	$2,157.12
1460	Hampton,	84.00	2,294.04	0.00								0	0.00	84.00	$2,294.04
1337	Hart, David	83.50	2,019.03	0.00								1	12.09	84.00	$2,031.12
1557	Jones, Aaron	86.00	2,219.66	26.00	1,006.59							0	0.00	114.00	$3,303.68
1629	Jones,	84.00	1,932.00	0.00								0	0.00	84.00	$1,932.00
1385	KINGSTON,	80.00	3,192.92	0.00								0	0.00	160.00	$3,192.92
1369	Kirsch, Karl	0.00	0.00	0.00		24.00	580.32			60.00	1,450.80	0	0.00	84.00	$2,031.12
1628	Lesley,	86.00	1,978.00	8.00	276.00							0	0.00	94.00	$2,254.00
1448	LOVETT,	0.00	0.00	0.00						28.00	733.04	0	0.00	28.00	$733.04
1285	Mossey,	80.00	1,438.40	0.00								0	0.00	80.00	$1,438.40
1227	MURPHY,	86.00	2,514.64	11.00	482.46							0	0.00	97.00	$2,997.10
1497	Olsen,	77.00	2,064.37	0.00		7.00	187.67					0	0.00	84.00	$2,252.04
1485	Osbourn,	86.00	2,572.26	0.00								0	0.00	92.00	$2,841.45
1591	Pham, Phi	86.00	2,176.66	0.00								0	0.00	109.75	$3,078.33
1068	PHILLIPS,	86.00	2,514.64	0.00								0	0.00	96.00	$2,953.24
1634	Richardson,	30.00	725.40	0.00								0	0.00	30.00	$725.40
1627	Rowell,	86.00	1,978.00	8.50	293.25							0	0.00	94.50	$2,271.25
1585	Sikes, Raven	85.00	2,097.80	0.00								0	0.00	85.00	$2,097.80
1417	Stinson,	67.50	1,775.93	0.00		8.00	210.48			8.50	223.64	0	0.00	84.00	$2,210.05
1572	Stockstill,	80.00	2,881.60	0.00								0	0.00	160.00	$2,881.60
1338	TAYLOR,	86.00	2,391.66	0.00								0	0.00	100.50	$2,996.53
1633	Trotter,	63.75	1,541.48	0.00								20	489.65	84.00	$2,031.13
1630	Weaver,	86.00	2,079.48	18.00	652.86							0	0.00	104.00	$2,732.34
1442	WEIR, DUSTIN	84.75	2,356.90	0.00								0	0.00	84.75	$2,356.90
1387	Wilder,	86.00	2,176.66	4.00	151.86							0	0.00	91.00	$2,366.49
1619	Willis,	86.00	1,978.00	0.00								0	0.00	104.25	$2,607.63
		2,382.00	**62,062.03**	**107.25**	**4,057.91**	**39.00**	**978.47**	**7.75**	**156.24**	**109.25**	**2,734.90**	**57**	**1426.22**	**2,963.75**	**$75,332.85**

00_PAYROLL WAGE & HOURS REPORT_REVISED 2

City of Bay St Louis (48853)

From: 05/01/2026 Through: 05

Department - Name - Current: Fire

EMP#	EMPLOYEE	REG H	REG $	OT/CE	OT $	VAC H	VAC $	PER H	PERS $	SICKH	SICK $	OTH	OTH $	HOURS	WAGES $
1362	ANDERSON,	106.00	1,983.26	0.00								0	0.00	120.00	$2,376.17
1635	Ashby, Wade	106.00	1,431.00	0.00								0	0.00	120.00	$1,714.50
1220	AVERY,	68.00	2,323.83	0.00		8.00	273.39	4.00	136.70			0	0.00	148.00	$2,733.92
1548	Beaugez,	0.00	0.00	0.00								0	0.00		
1631	Boudreaux,	96.00	1,296.00	0.00								0	0.00	96.00	$1,296.00
1230	CATALANO,	96.00	1,796.16	0.00								0	0.00	96.00	$1,796.16
1515	Chighizola,	24.00	324.00	0.00								0	0.00	24.00	$324.00
1432	Cuevas,	106.00	1,555.02	6.00	132.03							0	0.00	120.00	$1,863.09
1555	Decorte,	106.00	1,555.02	0.00								0	0.00	144.00	$2,391.21
1595	England,	24.00	324.00	0.00								0	0.00	24.00	$324.00
1453	EVERHART,	106.00	1,764.90	0.00								0	0.00	120.00	$2,114.55
1103	FARVE, JOHN	72.00	1,347.12	0.00		48.00	898.08					0	0.00	120.00	$2,245.20
1621	Ford,	106.00	1,555.02	6.00	132.03							0	0.00	120.00	$1,863.09
1257	GARBER,	72.00	1,283.04	0.00		48.00	855.36					0	0.00	120.00	$2,138.40
1637	Harris,	96.00	1,296.00	0.00								0	0.00	96.00	$1,296.00
1625	Hoda,	106.00	1,555.02	0.00								0	0.00	120.00	$1,863.09
1361	HOFFMANN,	96.00	1,710.72	0.00								0	0.00	96.00	$1,710.72
1570	Janssen,	0.00	0.00	0.00								0	0.00		
1547	Johnson,	106.00	1,555.02	0.00								0	0.00	120.00	$1,863.09
1454	Leger, Troy	106.00	1,555.02	6.00	132.03							0	0.00	120.00	$1,863.09
1370	MALLINI,	96.00	1,512.00	0.00								0	0.00	96.00	$1,512.00
1303	Maurice,	106.00	1,729.92	0.00								0	0.00	120.00	$2,072.64
1399	Polk,	0.00	0.00	0.00								0	0.00		
1465	Proulx,	106.00	1,650.42	6.00	140.13							0	0.00	120.00	$1,977.39
1400	Sekinger,	0.00	0.00	0.00								0	0.00		
1609	Smith, Alex	106.00	1,555.02	0.00								0	0.00	144.00	$2,391.21
1110	STRONG,	72.00	2,743.58	0.00				8.00	304.84			0	0.00	152.00	$3,048.42
1588	Walley,	0.00	0.00	0.00								0	0.00		
1466	Warden,	0.00	0.00	0.00		24.00	352.08	24.00	352.08			72	1056.24	120.00	$1,760.40
1360	WOODS,	104.00	1,794.00	0.00				12.00	207.00	4.00	69.00	0	0.00	120.00	$2,070.00
		2,188.00	**37,195.09**	**24.00**	**536.22**	**128.00**	**2,378.91**	**48.00**	**1,000.62**	**4.00**	**69.00**	**72**	**1056.24**	**2,796.00**	**$46,608.34**

00_PAYROLL WAGE & HOURS REPORT_REVISED 2

City of Bay St Louis (48853) From: 05/01/2026 Through: 05

Department - Name - Current: Public Works

EMP#	EMPLOYEE	REG H	REG $	OT/CE	OT $	VAC H	VAC $	PER H	PERS $	SICKH	SICK $	OTH	OTH $	HOURS	WAGES $
1607	Archila,	76.00	1,232.72	0.00				4.00	64.88			0	0.00	80.00	$1,297.60
1474	BOUDREAUX,	71.75	1,241.28	0.00		2.50	43.25	4.00	69.20	1.75	30.28	0	0.00	80.00	$1,384.01
1433	DELCUZE,	77.25	1,702.59	0.00				2.75	60.61			0	0.00	80.50	$1,779.73
1638	Dubuisson,	40.00	640.00	0.00								0	0.00	40.00	$640.00
1523	Epperson,	78.50	1,394.16	0.00				1.50	26.64			0	0.00	80.00	$1,420.80
1605	Farve,	72.00	1,375.20	0.00				1.00	19.10	7.00	133.70	0	0.00	80.00	$1,528.00
1618	Farve,	75.75	1,136.25	0.00		1.25	18.75	3.00	45.00			0	0.00	80.00	$1,200.00
1613	Ferrill,	80.00	1,297.60	0.00								0	0.00	80.00	$1,297.60
1578	Green, Jesse	80.00	1,360.00	0.00								0	0.00	80.00	$1,360.00
1452	Hertz,	77.50	1,398.10	0.00						2.50	45.10	0	0.00	80.00	$1,443.20
1526	Holt, Wayne	80.00	1,730.40	0.00								0	0.00	80.00	$1,730.40
1353	Johnson,	30.50	560.90	0.00		3.08	56.64	1.54	28.32	2.15	39.54	0	0.00	37.27	$685.40
1561	Kennedy,	77.00	1,552.32	0.00		3.00	60.48					0	0.00	80.00	$1,612.80
1488	Ladner,	69.50	1,401.12	0.00		8.00	161.28	2.50	50.40			0	0.00	80.00	$1,612.80
1372	MATHENY,	56.00	1,344.00	0.00						1.25	30.00	23	546.00	80.00	$1,920.00
1154	MCKAY, JAMIE	76.25	2,287.50	0.00				0.25	7.50	3.50	105.00	0	0.00	156.25	$2,400.00
1342	MEEK, GEORGE	72.00	1,411.92	0.00						8.00	156.88	0	0.00	80.00	$1,568.80
1632	Passantino,	60.75	911.25	0.00				3.25	48.75			0	0.00	64.00	$960.00
1412	PERNICIARO,	75.75	1,638.47	0.00				4.25	91.93			0	0.00	81.50	$1,779.07
1606	Rodi,	70.25	1,215.33	0.00		4.00	69.20	1.75	30.28	4.00	69.20	0	0.00	80.00	$1,384.01
1577	Rushing,	74.25	1,336.50	0.00				5.75	103.50			0	0.00	80.00	$1,440.00
1542	Vanney,	80.00	3,182.69	0.00								0	0.00	168.75	$3,182.69
1586	Wahl,	59.25	1,257.29	10.00	318.30	8.00	169.76	0.75	15.92			0	0.00	90.00	$2,015.91
1594	Williams,	80.00	1,318.40	0.00								0	0.00	80.00	$1,318.40
		1,690.25	**33,925.99**	**10.00**	**318.30**	**29.83**	**579.36**	**36.29**	**662.03**	**30.15**	**609.70**	**23**	**546.00**	**1,998.27**	**$36,961.22**

00_PAYROLL WAGE & HOURS REPORT_REVISED 2

City of Bay St Louis (48853)

From: 05/01/2026 Through: 05

Department - Name - Current: Parks and Recreation

EMP#	EMPLOYEE	REG H	REG $	OT/CE	OT $	VAC H	VAC $	PER H	PERS $	SICKH	SICK $	OTH	OTH $	HOURS	WAGES $
1564	Bates, Luke	76.00	1,365.72	0.00						4.00	71.88	0	0.00	80.00	$1,437.60
1636	Farley,	80.00	1,280.00	0.00								0	0.00	80.00	$1,280.00
1583	Garriga,	74.50	2,069.63	0.00		5.50	152.79					0	0.00	154.50	$2,222.42
		230.50	**4,715.35**	**0.00**		**5.50**	**152.79**			**4.00**	**71.88**	**0**	**0.00**	**314.50**	**$4,940.02**

	8,339.08	**169,916.26**	**145.50**	**5,057.03**	**246.58**	**5,048.84**	**114.79**	**2,317.74**	**164.65**	**3,832.72**	**153**	**3059.72**	**10,107.10**	**$198,403.41**

Group Total Records: 113

Fund - Code - Current: 400

Department - Name - Current: Administration

EMP#	EMPLOYEE	REG H	REG $	OT/CE	OT $	VAC H	VAC $	PER H	PERS $	SICKH	SICK $	OTH	OTH $	HOURS	WAGES $
1339	GARCIA,	78.00	1,962.48	0.00				2.00	50.32			0	0.00	80.00	$2,012.80
1587	Jenkins,	78.75	1,367.89	0.00				1.25	21.71			0	0.00	80.00	$1,389.60
1622	Toranto,	80.00	1,400.00	0.00								0	0.00	80.00	$1,400.00
		236.75	**4,730.37**	**0.00**				**3.25**	**72.03**			**0**	**0.00**	**240.00**	**$4,802.40**

00_PAYROLL WAGE & HOURS REPORT_REVISED 2

City of Bay St Louis (48853) From: 05/01/2026 Through: 05

Department - Name - Current: Operations

EMP#	EMPLOYEE	REG H	REG $	OT/CE	OT $	VAC H	VAC $	PER H	PERS $	SICKH	SICK $	OTH	OTH $	HOURS	WAGES $
1439	ALLEN,	74.50	1,721.70	2.00	69.33			3.50	80.89			0	0.00	83.50	$1,970.14
1589	Dedeaux,	74.75	1,578.72	0.00				2.38	50.27			3	60.61	80.50	$1,705.44
1566	Galloway,	67.50	1,559.93	2.00	69.33			10.50	242.66			0	0.00	82.50	$1,935.47
1617	Guthre, Koby	25.25	404.00	0.00		30.78	492.48	2.49	39.84			0	0.00	58.52	$936.32
1601	Johnson,	80.00	1,400.00	0.00								0	0.00	81.50	$1,439.38
1391	LACY,	79.50	1,516.07	0.00				0.25	4.77	0.25	4.77	0	0.00	81.75	$1,575.67
1610	Langston,	72.50	1,341.98	0.00		7.50	138.83					0	0.00	80.50	$1,494.69
1521	Legendre,	72.00	1,298.88	0.00		8.00	144.32					0	0.00	81.50	$1,483.79
1380	MCPHEARSON,	76.00	1,653.00	0.00				2.00	43.50	2.00	43.50	0	0.00	81.50	$1,788.94
1603	Smith,	78.75	2,362.50	0.00				1.25	37.50			0	0.00	158.75	$2,400.00
1175	THOMS,	68.50	1,583.04	1.75	60.66			1.50	34.67	2.00	46.22	0	0.00	81.75	$1,909.47
1567	Wilson,	78.00	1,407.12	0.00						2.00	36.08	0	0.00	80.00	$1,443.20
1626	Woods, Rick	73.25	1,208.63	0.00				6.75	111.38			0	0.00	80.00	$1,320.01
		920.50	**19,035.57**	**5.75**	**199.32**	**46.28**	**775.63**	**30.62**	**645.48**	**6.25**	**130.57**	**3**	**60.61**	**1,112.27**	**$21,402.52**

1,157.25	**23,765.94**	**5.75**	**199.32**	**46.28**	**775.63**	**33.87**	**717.51**	**6.25**	**130.57**	**3**	**60.61**	**1,352.27**	**$26,204.92**

Group Total Records: 16

Fund - Code - Current: 450

Department - Name - Current: Administration

EMP#	EMPLOYEE	REG H	REG $	OT/CE	OT $	VAC H	VAC $	PER H	PERS $	SICKH	SICK $	OTH	OTH $	HOURS	WAGES $
1074	CAUGHLIN,	80.00	1,983.20	0.00								0	0.00	80.00	$1,983.20
1440	Draper,	70.00	1,242.50	0.00				2.00	35.50	8.00	142.00	0	0.00	80.00	$1,420.00
1210	Forstall,	78.25	1,329.47	0.00		1.75	29.73					0	0.00	80.00	$1,359.20
1486	Hales, Sean	80.00	2,239.92	0.00								0	0.00	162.00	$2,239.92
1476	LeBlanc,	80.00	1,272.80	0.00								0	0.00	80.00	$1,272.80
1562	Machael,	62.75	878.50	0.00								0	0.00	62.75	$878.50
1351	White, Derek	73.25	1,318.50	0.00				6.75	121.50			0	0.00	80.00	$1,440.00
1581	Wills, Aaron	80.00	1,272.80	0.00								0	0.00	80.00	$1,272.80
		604.25	**11,537.69**	**0.00**		**1.75**	**29.73**	**8.75**	**157.00**	**8.00**	**142.00**	**0**	**0.00**	**704.75**	**$11,866.42**

604.25	**11,537.69**	**0.00**	**1.75**	**29.73**	**8.75**	**157.00**	**8.00**	**142.00**	**0**	**0.00**	**704.75**	**$11,866.42**

Group Total Records: 8

10,100.58	**205,219.89**	**151.25**	**5,256.35**	**294.61**	**5,854.20**	**157.41**	**3,192.25**	**178.90**	**4,105.29**	**156**	**3120.33**	**12,164.12**	**$236,474.75**

Report Total Records: 137

TO: Planning and Zoning Board
City of Bay St. Louis

RE: APPEAL DENIAL OF PROTECTED TREE REMOVAL PERMIT
115 deMontluzin
Parcel 149F-0-29-213.000
Lots 9 & 10, Beach Front Subdivision

Kevin Kernion and Laurie Norman have submitted an appeal regarding the denial of a tree removal permit. The property is located at 115 deMontluzin and is identified as Parcel 149F-0-29-213.000, with the legal description Lots 9 & 10, Beach Front Subdivision. The applicants are being represented by Amanda Traxler with Coastal Law Group.

The request is to appeal the administrative denial and seek permission to remove the protected tree from the subject property.

Included in the meeting packet are exhibits and supporting documentation outlining the reasons the denial of the tree permit should be overturned and the applicants should be allowed to remove the protected live oak tree.

This appeal must first be heard and recommended by the Planning and Zoning Commission before proceeding to the Bay St. Louis City Council for a final decision.

FORMAL APPEAL LETTER

Application APP-1377 | Project #2026-90
Planning & Zoning Commission

Kevin Kernion and Laurie Norman

115 Demontluzin Avenue
Bay St. Louis, MS 39520
[redacted]

Date: 2/24/26

Re: Appeal of Tree Removal Permit Denial
Application: APP-1377
Project: 2026-90

Dear Members of the Planning and Zoning Commission,

This letter is submitted as a formal appeal of the denial issued for the tree removal permit application concerning 115 Demontluzin Avenue, Bay St. Louis, Mississippi, pursuant to Sec. 22-94 of the City of Bay St. Louis Tree Preservation Ordinance.

The application was submitted through the City's MGO Connect system on January 28, 2026, and all requested supporting documentation was uploaded on January 29, 2026, rendering the application complete as of that date.

Under Sec. 22-116(b) of the Tree Preservation Ordinance, a permit is required to be issued or denied within seven working days of submittal. The ordinance further provides that if the applicant is not notified of approval or disapproval within that timeframe, the permit is considered approved.

The ordinance provides that a permit must be issued or denied within seven working days of a complete submittal. No decision was issued within that statutory period. The subsequent denial was issued after the ordinance-mandated decision window had elapsed.

In addition to this procedural defect, the denial conflicts with the findings and written recommendation of an Certified Arborist and Certified Horticulturist with extensive experience evaluating Live Oaks in coastal environments, including along the Mississippi Gulf Coast. The evaluating professional documented the following conditions for both subject Live Oak trees:

- active disease (wood decay fungi),
- basal decay,
- codominant stem / included bark structural defects,
- hazardous condition,
- direct target zone exposure to occupied structures, and a professional recommendation for removal of both trees, with no mitigation recommended.

In addition, photographs submitted with the application document the recent failure of a nearby Live Oak exhibiting codominant stem structure and basal decay. That failure resulted in property damage and occurred without severe weather conditions. The structural characteristics observed in the failed tree are consistent with those documented by the evaluating arborist in the subject trees. This site-specific history further supports the professional conclusion that the current trees present an elevated and foreseeable failure risk.

The denial asserts that the trees may be pruned or rebalanced to mitigate risk. However, this conclusion is not supported by a licensed arborist evaluation contained in the record and does not address the documented presence of disease, basal decay, or structural defects.

The denial further does not explain how pruning would remediate internal decay, correct codominant stem structure, or reduce the hazard identified by the evaluating arborist.

Based on the MGO Connect portal and the materials provided with the denial, notes were included; however, the record does not identify the author of those notes, the qualifications of the individual making the determination, or whether a licensed arborist conducted a professional evaluation in connection with the denial. No inspection report, supporting photographs, professional credentials, or written findings addressing the documented disease and structural defects were provided. The denial does not reference any professional arborist evaluation rebutting the findings contained in the applicant's submitted arborist report.

The applicant further notes that the subject trees have received maintenance pruning during the period of ownership. Despite prior pruning, the condition of the trees has continued to

deteriorate. This history further supports the arborist's conclusion that pruning does not mitigate the underlying disease, decay, or structural defects present.

Attached for the Commission's reference is a Technical Rebuttal Memorandum addressing why pruning or rebalancing does not mitigate disease, basal decay, or codominant structural defects in mature Live Oak trees, consistent with accepted arboricultural standards.

The subject trees have been evaluated by a qualified professional and identified as hazardous due to documented disease, decay, and structural defects, with direct target exposure to occupied structures. This appeal is submitted to formally place these conditions into the City's record and to ensure the City's record reflects that continued retention of the subject trees, contrary to the evaluating arborist's findings, presents an ongoing and foreseeable risk to persons and property.

For these reasons, we respectfully request that the Planning and Zoning Commission review this appeal, consider the procedural requirements of the ordinance, and evaluate the application in light of the professional arborist evaluation, the absence of a documented inspection supporting the denial, and the documented safety concerns for our property and most importantly, our family and friends.

Thank you for your time and consideration.

Respectfully submitted,

Kevin Kernion and Laurie Norman

Submitted by:
Amanda P. Traxler, MSB#102218
Coastal Law Group
114 Main Street Suite 106
Bay. St. Louis, MS 39520

Bay St. Louis
Tree Permit Application

Online Request #: APP-1377

Project #: 2026-90

Submitted by:
Laurie Norman
[redacted]

Location: **115 Demontluzin**

City: **Bay St Louis** State: **MS** Zip: **39520**

Contact Information

Applicant's Contact Information

Title: First Name: **Laurie** Last Name: **Norman** Suffix:

Business Name:

Mailing Address: **513 Beverly Garden**

City: **Metairie** State: **LA** Zip: **70001**

Email Address: [redacted]

Cell Phone: Work Phone: Home Phone: [redacted]

Property Owner's Contact Information

Title: First Name: _ Last Name: Suffix:

Business Name:

Mailing Address:

City: State: _ Zip:

Email Address:

Cell Phone: Work Phone: Home Phone:

Contractor's Contact Information

Title: First Name: _ Last Name: Suffix:

Business Name:

Mailing Address:

City: State: _ Zip:

Email Address:

Cell Phone: Work Phone: Home Phone:

Application Questionnaire (* denotes required question)

Tree

Total Cost of Project	7500
Historical District	Yes
Type of Protected Trees	Live Oak
Description of Work *	Remove two (2) diseased Live Oak trees due to structural defects and advanced basal decay/decline creating a hazardous condition. Detailed licensed arborist report and photos attached for review and approval.
Request To: *	Remove
Species of Tree *	Live Oak
Number of Live Oak Trees	2

Size of Live Oak Tree(s)	43" DBH (large diseased oak) 25" DBH (small diseased oak)
Number of Magnolia Trees	
Size of Magnolia Tree(s)	
Person or Company Performing the Work *	Mowhawks Tree Services, LLC MS LIC# 1244747

Documents Uploaded

The following documents are attached to the Application.

site map - tree locations v2.pdf

photo set c - prior failed oak (reference) - dec 2, 2025.pdf

photo set b - small live oak near street - jan 2026.pdf

photo set a - big live oak - jan 2026.pdf

arborist evaluation 1.23.26 garitty tree care.pdf

arborist credentials - david garitty - cv 2.14.14.pdf

application - letter.pdf

Date and Time Commented	Comment Type	Action Type	Commented By
2/11/2026 3:24:00 PM	Public	Municipality	Drew Boxx

Your application to remove the trees has been denied. For an explanation please read Ms. Dauphin's Message. Removal of the tree's without city approval will be a code violation.

2/10/2026 4:09:00 PM	Public	Customer	Laurie Norman

Thank you for the response regarding our tree removal permit application for 115 Demontluzin Avenue Application APP-1377, Project # 2026-90).

We acknowledge receipt of the denial and would like to respectfully note a procedural concern for the record.

As reflected in the MGO Connect system, the application was submitted on January 28, and all requested supporting documents were uploaded on January 29, rendering the application complete as of that date. Under Sec. 22-116(b) of the City's Tree Preservation Ordinance, a permit is to be issued or denied within seven working days of submittal, and the ordinance further provides that if the applicant is not notified of approval or disapproval within that timeframe, the permit is considered approved.

Given that no approval or denial was issued within the seven-working-day period following the complete submittal, we are seeking clarification as to how the ordinance's "considered approved" provision was applied in this instance.

This correspondence is intended to preserve the procedural record and ensure our understanding of the City's position. We remain committed to complying with all applicable requirements and appreciate your guidance on next steps.

Thank you for your time and attention.

Best regards,

Kevin Kernion & Laurie Norman

The Request has been denied:

The 2 trees in question do have some damage from previous hurricanes, but mostly the trees have not had any maintenance pruning in many years. They can be rebalanced and pruned to mitigate any potential problems. These trees do not need to be cut down.

Good morning,

I'm following up regarding our tree removal permit application submitted through the MGO Connect dashboard for 115 Demontluzin Avenue, Bay St Louis, MS (Application APP-1377, Project#-2026-90. This is our first time using the system for the City of Bay St. Louis, so we want to be sure we are following the correct process.

The application was submitted late evening on January 28, 2026 and the requested supporting documents were uploaded on January 29th, 2026. We noted that a project number has since been assigned and currently listed as "under review".

We reviewed the City's Tree Preservation Ordinance and understand that once a complete submittal is received, a permit is issued or denied within seven working days, and that if the applicant is not notified of approval or disapproval within that timeframe, the permit is considered approved.

As more than seven working days have elapsed since the application submittal was complete, and consistent with the ordinance, we are preparing to proceed with the removal. Could you please advise whether the MGO Connect portal will be updated to reflect approval, or whether a printed copy or screenshot of the application/project record should be used as the posted permit or placard?

Thank you for your assistance. We appreciate your guidance and want to ensure everything is handled correctly.

Best regards,

Kevin Kernion & Laurie Norman

Customer Portal Application Note:
Request To:: Remove
Species of Tree:
Live Oak
Number of Live Oak Trees: 2
Size of Live Oak Tree(s): 43" DBH (large diseased oak) 25" DBH (small diseased oak)
Person or Company Performing the Work: Mowhawks Tree Services, LLC MS LIC# 1244747
Description of Work:
Remove two (2) diseased Live Oak trees due to structural defects and advanced basal decay/decline creating a hazardous condition. Detailed licensed arborist report and photos attached for review and approval.
Total Cost of Project: 7500
Historical District: Yes
Type of Protected Trees:
Live Oak

BEFORE THE PLANNING AND ZONING COMMISSION

CITY OF BAY ST. LOUIS, MISSISSIPPI

IN RE:

Appeal of Tree Removal Permit Denial

Property: 115 Demontluzin Avenue

Bay St. Louis, Mississippi 39520

Application No. APP-1377

Project No. 2026-90

FORMAL APPEAL PURSUANT TO SEC. 22-94

Filed by:

Amanda P. Traxler MSB#102218
Coastal Law Group PLLC
114 Main Street Suite 106
Bay St. Louis, MS 39520

[redacted]

Date of Denial: February 11, 2026

Date of Appeal: 2/24/26

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FORMAL APPEAL

COMES NOW the Applicants, Laurie Norman and Kevin Kernion, pursuant to Sec. 22-94 of the City of Bay St. Louis Tree Preservation Ordinance, and hereby appeal the denial of Tree Removal Permit Application No. APP-1377 (Project No. 2026-90).

This appeal is timely filed within fifteen (15) days of the denial.

The denial is appealed on procedural and substantive grounds as set forth below.

I. PROCEDURAL DEFECT – FAILURE TO COMPLY WITH SEVEN-DAY DEADLINE (SEC. 22-116(b))

The application was submitted through the City's MGO Connect system on January 28, 2026. All requested supporting documentation was uploaded on January 29, 2026, rendering the application complete as of that date.

Sec. 22-116(b) requires that a permit be issued or denied within seven (7) working days of a complete submittal and further provides that if no decision is issued within that timeframe, the permit 'shall be considered approved.'

No approval or denial was issued within the statutory seven-working-day period. The denial was issued on February 11, 2026 — after the ordinance-mandated decision window had elapsed.

The word 'shall' in the ordinance is mandatory, not discretionary. When the City fails to issue a decision within seven working days, the permit is automatically approved under the plain language of the ordinance. This procedural violation alone requires reversal of the denial.

II. PROCEDURAL DEFECT – FAILURE TO COMPLY WITH SEC. 22-92 TREE PROTECTION ADVISOR REQUIREMENT

Sec. 22-92. Creation of tree protection advisor

(a) The position of tree protection advisor is hereby created, who shall direct, regulate and control the care and necessary removal of all trees existing now and hereafter in the city.

(b) The tree protection advisor shall be an arborist or horticulturist. The arborist/horticulturist shall take active steps to process and render decisions granting or denying applications for permits under this article.

Sec. 22-116(b) further provides:

'No building permit shall be issued until the tree site plan has been reviewed and approved in writing by the tree protection advisor...'

The Record Demonstrates Non-Compliance:

- The denial was issued by Anne Dauphin through the Planning & Zoning Administrator
- No Tree Protection Advisor is identified in the record
- No credentials of any reviewer are provided
- No arborist or horticulturist license number is referenced

- No documentation that a qualified Tree Protection Advisor conducted the review

The ordinance does not authorize unqualified individuals to render tree removal decisions. The requirement that the Tree Protection Advisor be a licensed arborist or horticulturist exists because tree disease, structural defects, and hazard assessment require specialized expertise. The City cannot delegate this authority to individuals who lack the required qualifications.

The City has provided no evidence that a licensed arborist or horticulturist reviewed this application or rendered the decision. This violation of Sec. 22-92(b) independently requires reversal of the denial.

III. SUBSTANTIVE CONFLICT WITH LICENSED ARBORIST AND HORTICULTURIST FINDINGS

The denial conflicts with the findings and written recommendation of **David Garitty**, who holds the following qualifications:

- ISA Certified Arborist (International Society of Arboriculture)
- Louisiana State Licensed Arborist
- Louisiana State Licensed Horticulturist
- State of Mississippi Licensed Arborist
- Over 30 years of experience evaluating Live Oaks along the Mississippi Gulf Coast

Mr. Garitty possesses both arborist and horticulturist credentials, qualifying him under both categories specified in Sec. 22-92(b). His Louisiana State Licensed Horticulturist credential demonstrates specialized expertise in plant disease diagnosis, including fungal infections such as wood decay fungi.

Mr. Garitty documented the following conditions for both subject Live Oak trees:

- Active disease (wood decay fungi)
- Basal decay
- Codominant stem / included bark structural defects
- Hazardous condition
- Direct target zone exposure to occupied structures
- Professional recommendation for removal with no mitigation recommended

The denial asserts that the trees may be pruned or rebalanced to mitigate risk. This conclusion is not supported by any licensed arborist or horticulturist evaluation in the record and does not address the documented presence of disease, basal decay, or structural defects.

Notably, the subject trees have received maintenance pruning during the period of ownership. Despite that prior pruning, the condition of the trees has continued to deteriorate — demonstrating that pruning has not arrested the underlying disease or decay progression. The denial does not explain how additional pruning would remediate internal decay, correct

codominant stem structure, or reduce the hazard identified by Mr. Garitty when prior pruning has already failed to do so.

Attached for the Commission's reference is a Technical Rebuttal Memorandum **(Exhibit B)** addressing why pruning or rebalancing does not mitigate disease, basal decay, or codominant structural defects in mature Live Oak trees, consistent with accepted arboricultural standards.

Supplemental Documentation (February 21, 2026):

Subsequent to the original application, Applicants documented the full extent of basal decay, caused by wood decay fungi, on the 43-inch DBH Live Oak through detailed photography and circumferential measurement. The basal decay spans approximately 88 inches around the trunk circumference. Given the total trunk circumference is 135 inches, this represents approximately 65% circumferential decay at the critical load-bearing zone where the trunk meets the root system.

According to generally accepted arboricultural standards and ISA Best Management Practices, trees exhibiting greater than 50% circumferential basal decay are typically classified as high-risk hazards where removal is the recommended course of action. The extent of decay documented in the supplemental photographs substantially exceeds that threshold.

Additionally, progressive dieback is visible in the upper canopy (deadwood), indicating the decay is systemic and affecting the tree's vascular function throughout. The combination of extensive basal decay, loss of structural cross-section at the critical stress point, and canopy dieback documents a tree in advanced decline with severely compromised structural integrity.

Pruning, as suggested by the City, does not address decay at the trunk base. The structural failure mechanism is internal rot at the foundation of the tree, not branch weight in the canopy.

Applicants have requested supplemental analysis from the arborist regarding these measurements and their impact on the original hazard assessment and removal recommendation. These supplemental photographs are included as **Exhibit H**.

IV. ABSENCE OF DOCUMENTED PROFESSIONAL REBUTTAL

Based on the MGO Connect portal and the materials provided with the denial, a comment was posted stating that the trees 'have some damage from previous hurricanes, but mostly the trees have not had any maintenance pruning in many years' and that they 'can be rebalanced and pruned to mitigate any potential problems.'

However, the record does not identify:

- The qualifications of the individual rendering the determination
- Whether a licensed arborist or horticulturist conducted a professional evaluation in connection with the denial
- Any inspection report, supporting photographs, or professional credentials
- **Written findings addressing the documented disease and structural defects**

The denial does not reference any professional arborist or horticulturist evaluation rebutting the findings contained in the Applicant's submitted arborist report.

V. SITE-SPECIFIC FAILURE HISTORY AND FORESEEABLE RISK

Photographic evidence submitted with the application documents the recent failure of a nearby Live Oak exhibiting codominant stem structure and basal decay. That failure resulted in property damage and occurred in the absence of extreme weather conditions on December 2, 2025.

The structural characteristics observed in the failed tree are materially consistent with those documented by Mr. Garitty in the subject trees.

This site-specific failure history is directly relevant under Sec. 22-118(11), which requires consideration of whether the continued presence of a tree is likely to cause danger to persons or property. The prior failure demonstrates that structurally compromised Live Oaks in this immediate environment present a real and foreseeable risk of failure, not a speculative concern.

VI. PRESERVATION OF ADMINISTRATIVE RECORD

This appeal is submitted to formally place into the City's administrative record the documented presence of disease, structural decay, and hazardous conditions identified by an ISA Certified Arborist and Louisiana State Licensed Horticulturist.

The professional evaluation concludes that continued retention of the subject trees presents a foreseeable and ongoing risk of structural failure with direct target exposure to occupied structures.

This filing ensures that the licensed professional findings of disease, structural decay, and foreseeable failure risk were presented to the City prior to any additional deterioration or structural event and are fully incorporated into the official record considered by the Commission.

REQUESTED RELIEF

WHEREFORE, the Applicant respectfully requests that the Planning and Zoning Commission:

- Reverse the denial of Application APP-1377
- Recognize the procedural noncompliance with Sec. 22-116(b) seven-day deadline requirement
- Recognize the procedural noncompliance with Sec. 22-92(b) Tree Protection Advisor requirement
- Grant the requested tree removal permit consistent with the submitted professional arborist and horticulturist evaluation

Submitted by:
Amanda P. Traxler MSB#102218
Coastal Law Group PLLC
114 Main Street Suite 106
Bay St. Louis, MS 39520
228-731-1668
amanda@coastallawgroup.net
www.coastallawgroup.net

Date: 2/24/26

EXHIBITS AND ATTACHMENTS

The following documents are submitted in support of this appeal and incorporated into the administrative record:

- **Exhibit A** – Arborist Evaluation Report – David Garitty, ISA Certified Arborist, MS Licensed Arborist, LA Licensed Arborist, LA Licensed Horticulturist (January 23, 2026)
- **Exhibit B** – Technical Rebuttal Memorandum (Pruning vs. Disease and Structural Decay)
- **Exhibit C** – Arborist Credentials and Professional Resume (David Garitty CV)
- **Exhibit D** – Photographic Evidence of Subject Trees (January 15, 2026)
- **Exhibit E** – Photographic Evidence of Prior Live Oak Failure (December 2-3, 2025)
- **Exhibit F** – Procedural History and Timeline
- **Exhibit G** – Site Map – Tree Locations and Property Layout
- **Exhibit H** – Supplemental Photographic Evidence pf 43" DBH Live Oak – Basal Decay (February 21, 2026)

EXHIBIT A

ARBORIST EVALUATION REPORT

David Garitty

Garitty Tree Care, L.L.C.

ISA Certified Arborist
Louisiana State Licensed Arborist
Louisiana State Licensed Horticulturist
State of Mississippi Licensed Arborist

Evaluation Date: January 12, 2026

Report Date: January 23, 2026

RE: (2) Live Oak Trees at 115 Demontluzin Avenue

Professional Recommendation: Removal

Garitty
TREE CARE

[redacted] 4 875 1195

January 23, 2026

Mr. Kevin Kernion
Ms. Laurie Norman
115 Demontluzin Avenue
Bay St. Louis, MS 39520

RE: (2) Live Oak Trees - Evaluation

Dear Mr. Kernion and Ms. Norman:

On January 12, 2026; you hired me to evaluate (2) Live Oak Trees existing on your property at 115 Demontluzin Avenue, Bay St. Louis, MS 39520. You provided me with (38) photographs of (2) existing Live Oak Trees dated January 15, 2026 and (32) photographs dated December 3, 2025 of a failed Live Oak Tree (12-2-25) in the rear of your property.

I photographically inspected the 43" DBH and the 25" DBH Live Oak Trees located on your property. Both Trees are a continual part of the indigenous Live Oak Tree Hammock along the Mississippi Gulf Coast and have survived several hurricanes over the last 60 years. Both Live Oak Trees appear to be in fair to poor condition exhibiting codominant stem/included bark and the disease, wood decay fungi, at the base of the trunk/root flares. Codominant stem/included bark is a structural defect that predisposes the tree/trunk/branch to failure, while the disease, wood decay fungi, weakens the load bearing structural wood reducing resistance to upper tree weight and wind events.

Upon reviewing photographs of the Live Oak Tree that failed in the rear of your property on December 2, 2025; it was evident that the Live Oak Tree failed due to codominant stem/included bark and the disease, wood decay fungi, at the base of tree.

Live Oaks that are long lived beyond 80 years do not exhibit codominant stem/included bark and the disease, wood decay fungi, at the base/root flares.

In my professional opinion, I consider both existing Live Oak Trees on your property hazardous and because of the target zone, I recommend removing the (2) Trees as soon as possible.

Due to the fair to poor condition, codominant stem/included bark, the disease (wood decay fungi) and negative value (cost of removing trees) of the (2) Live Oak Trees, mitigation requirements do not apply.

If I can be of further assistance, please do not hesitate to call, text or email.

Sincerely,

David Garitty
Garitty Tree Care

1

EXHIBIT B

TECHNICAL REBUTTAL MEMORANDUM

Pruning vs. Disease and Structural Decay

PURPOSE

To address the assertion that pruning or rebalancing would mitigate the hazard posed by the subject Live Oak trees.

SUMMARY

1. Pruning does not remediate internal wood decay.

Wood decay fungi degrade structural lignin and cellulose within the trunk and root flare. ANSI A300 recognizes pruning as a canopy management practice; it does not restore compromised structural wood or reverse internal decay.

2. Pruning does not correct codominant stems or included bark.

Included bark is a structural defect formed during growth. ISA Tree Risk Assessment principles recognize codominant stems with included bark as elevated failure points. Pruning does not eliminate the inherent structural weakness at the union.

3. Basal decay compromises anchorage and stability.

Decay at the trunk base and root flare reduces anchoring strength and increases whole-tree failure potential, particularly during wind events. Load reduction does not restore structural fiber strength in decayed tissue.

4. Industry standards do not support pruning as mitigation for decay.

ANSI A300 and ISA guidance identify pruning as maintenance or load-reduction practice. They do not support pruning as a curative or corrective treatment for advanced decay or structural defects.

5. Documented prior failure supports elevated risk.

A nearby Live Oak failed due to codominant structure and basal decay without severe weather, demonstrating site-specific failure conditions consistent with the evaluating arborist's findings.

6. The evaluating arborist explicitly recommended against mitigation.

The ISA Certified Arborist and Louisiana State Licensed Horticulturist concluded that pruning or rebalancing would not sufficiently mitigate the documented disease and structural defects and recommended removal.

CONCLUSION

The assertion that pruning would mitigate the documented hazards is inconsistent with accepted arboricultural standards and does not address the disease, decay, and structural compromise identified in the arborist's evaluation.

The City's record should reflect that removal was recommended by a qualified professional possessing both arborist and horticulturist credentials and that the documented hazard conditions were brought to the City's attention through this proceeding.

EXHIBIT C

ARBORIST CREDENTIALS

Professional Resume and Curriculum Vitae

David Thomas Garitty

President, Garitty Tree Care, L.L.C.

Licenses and Certifications:

International Society of Arboriculture Certified Arborist
Louisiana State Licensed Arborist
Louisiana State Licensed Horticulturist
State of Mississippi Licensed Arborist

Experience:

30+ Years Evaluating Live Oaks
Mississippi Gulf Coast Specialist
Post-Hurricane Katrina Tree Assessment Consultant

DAVID THOMAS GARITTY

525 Calhoun Street

[redacted]

EXPERIENCE:

2008 – Present Garitty Tree Care, L.L.C.
President
New Orleans, LA
La Jolla, CA

1996 – 2008 **Vice-President**, Bayou Tree Service, Inc. New Orleans, LA
Duties: Responsible for sales, marketing and developing accounts at the federal, state and municipal level, while cultivating commercial and residential accounts.

Areas of competence:

- Personnel Management
- Diagnosis and Problem Solving
- Public Relations and Communications

1992 – 1995 **General Manager**, Bayou Tree Service, Inc., New Orleans LA

1984 – 1991 **Sales Consultant**, Bayou Tree Service, Inc., New Orleans LA

1980 – 1983 **Foreman**, Bayou Tree Service, Inc., New Orleans, LA

EDUCATION:

American Society of Consulting Arborists
Arboricultural Consulting Academy
March 9-12, 1999

The National Arbor Day Foundation
Trees, People and the Law National Conference
October 5-7, 1998

American Society of Consulting Arborists
The Tree Appraisal Workshop
July 22-23, 1993

Louisiana State University
Baton Rouge, Louisiana
BS – General Studies (Zoology and Latin)
Graduated: 1990

Jesuit High School
New Orleans, Louisiana
Graduated: 1978

SPEAKING ENGAGEMENTS:

2007 Speaker: University of New Orleans, Urban Planning Graduate School
Topic: "Tree Restoration After Katrina at Tulane University and University of New Orleans"

2006 Speaker: Land Trust for the Mississippi Coastal Plain
Topic: "Tree Preservation After Hurricane Katrina"

2003 Speaker: Biloxi Botany Guild
Topic: "Ohr-O'Keefe Museum of Art Tree Management Strategic Plan"s

2001 Speaker: Lakeview Botany Guild
Topic: "Trees for the New Orleans Landscape"

2000 Speaker: University of New Orleans, Urban Planning Graduate School
Topic: "Transplanting Large Trees During Urban Development"

1998 Speaker: University of New Orleans, Urban Planning Graduate School
Topic: "Tree Preservation in the Urban Environment"

1997 Speaker: Louisiana Urban Forestry Council, Annual Conference
Topic: "Guidelines for the Appraisal of Trees"

1997 Speaker: Louisiana Urban Forestry Council Hurricanes & The Urban Forest Conference
Topic: "Hurricane Preparation: An Arborist's Perspective"

1994 Speaker: Association of Zoological Horticulture Annual Conference
Topic: "Tree Preservation During Construction"

1992 Speaker: New Orleans Botanical Garden's Symposium
Topic: "Recommended Trees for the New Orleans Landscape"

MEMBERSHIPS AND LICENSES:

International Society of Arboriculture
International Society of Arboriculture Certified Arborist
Louisiana State Licensed Arborist
Louisiana State Licensed Horticulturalist
State of Mississippi Licensed Arborist
Board of Directors – Louisiana Arborist Association
Association of Zoological Horticulture
New Orleans Horticulture Society
American Society of Consulting Arborists
National Arborist Association
Society of American Foresters
American Forests
The National Arbor Day Foundation

Tree Climbers International

PERSONAL HISTORY:

I am one of eight children born into the family of Earl and Joan Garitty on February 29, 1960 in New Orleans, Louisiana. I am in excellent health and enjoy sports, outdoor activities, preserving/renovating historical sites, and reading.

David T. Garitty
Vita
Valuations and Appraisals

1990	Meyer, River Ridge, LA Conservation Appraisal
1990	Slemmer, Jefferson, LA, Conservation Appraisal
1991	Danzler, Mandeville, LA Conservation Appraisal
1991	Hall, New Orleans, LA, Defense
1991	Pepper and Associates, New Orleans, LA, Conservation Appraisal
1992	Badon, New Orleans, LA, Conservation Appraisal
1992	City of Baton Rouge, Baton Rouge, LA Consultant to Greg Jones, ASLA
1992	Curry, Metairie, LA Conservation Appraisal
1992	Martinez, Metarie, LA Conservation Appraisal
1992	Pitard, Metairie, LA Conservation Appraisal
1992	St Bernard Parish Water & Sewage Commission, Chalmette, LA, Conservation Appraisal
1993	Besthoff, III, New Orleans, LA, Conservation Appraisal
1993	Desbon, Jr., New Orleans, LA Conservation Appraisal
1993	Dysart, St. Bernard Parish, LA, Plaintiff
1993	Haydel, Metairie, LA, Conservation Appraisal
1993	Holiday Inn, Gretna, LA, Consultant to Doug Mouton, AIA
1993	Hollahan, Jr., New Orleans, LA, Conservation Appraisal
1993	Kendrick, Metairie, LA, Conservation Appraisal
1993	State Farm Insurance Companies, Avondale, LA, Insurance
1993	Schwegmann Giant Super Market, Marrero, LA, Consultant to John Desmond, AIA
1993	The Audubon Institute, New Orleans, LA, Consultant to Director of Horticulture
1993	Waring, Metairie, LA, Conservation Appraisal
1993	Wechem, Harahn, LA, Consultant to Doug Mouton, AIA
1994	Clarke, Kenner, LA, Conservation Appraisal
1994	Nelson, New Orleans, LA Conservation Appraisal
1994	Jefferson Parish, River Ridge, LA, Consultant to Mike Evans
1994	Rose, Metairie, LA, Conservation Appraisal
1994	Wilson, Metairie, LA, Conservation Appraisal
1995	Delfley, Jr., Belle Chasse, LA, Conservation Appraisal
1995	Ingram, Conservation Appraisal, LaCombe, LA, Plaintiff
1995	Lakewood Country Club, New Orleans, LA, Conservation Appraisal
1995	Mackie, New Orleans, LA Conservation Appraisal
1995	New Orleans Country Club, New Orleans LA, Conservation Appraisal
1995	New Orleans Country Club, New Orleans LA, Tree Inventory
1995	O'Keefe, III, Jefferson, LA, Defense

1995	The Audubon Institute, Conservation Appraisal, New Orleans, LA. Defense
1995	Urann, New Orleans, LA Conservation Appraisal
1995	Urban Systems, Inc. New Orleans, LA, Consultant to Marcia Stevens, ASLA
1996	Hartman, St. Tammany Parish, LA, Conservation Appraisal
1996	Hearin, New Orleans, LA, Conservation Appraisal
1996	Jubin, New Orleans, LA Conservation Appraisal
1996	Murov, New Orleans, LA, Defense
1996	New Orleans Country Club, New Orleans, LA, Conservation Appraisal
1996	St. Paul Fire & Marine Insurance Company, Metairie, LA, Insurance
1996	Trotter, Metairie, LA Conservation Appraisal
1996	University of New Orleans Research Park, New Orleans, LA, Consultant to Gus Cantrell
1996	Whitney National Bank, Belle Chasse, LA, Consultant to Anthony Taffaro, AIA
1997	Bethancourt, New Orleans, LA, Defense
1997	Entergy Corporation, St. Rose, LA, Conservation Appraisal
1997	Garrett, New Orleans, ,LA, Conservation Appraisal
1997	New Orleans Country Club, New Orleans, LA, Conservation Appraisal
1997	Schmidt, Gretna, LA, Plaintiff
1997	Whitney National Bank, Baton Rouge, LA, Consultant to Jennifer D. Gregoire, AIA
1997	Whitney National Bank, Morgan City, LA, Consultant to Michael Pou
1998	Barnett, New Orleans, LA, Plaintiff
1998	Porteous, New Orleans, LA, Defense
1998	Richards, New Orleans, LA, Conservation Appraisal
1998	State Farm Insurance Companies, New Orleans, LA, Insurance
1999	Dreher, New Orleans, LA, Conservation Appraisal
1999	University of New Orleans Wellness Ctr, New Orleans, LA, Consultant to Brian Sublette
1999	Tulane University, New Orleans, LA, Consultant to Tom Armitage
1999	Senules, Mandeville, LA, Conservation Appraisal
1999	Eblen, Diamondhead, MS, Conservation Appraisal
1999	Dominican Sisters, New Orleans, LA, Conservation Appraisal
1999	Dillard University, New Orleans, LA, Consultant to Sam Timpa
2000	City of New Orleans, New Orleans, LA, Defense
2000	University of New Orleans Research Park, New Orleans, LA, Consultant to Gus Cantrell
2000	Senules, Mandeville, LA, Plaintiff
2001	Sewerage and Water Board of New Orleans, LA, Consultant to Harold Gorman
2001	Marchand, Bogalusa, LA, Plaintiff
2001	Canizaro, Metairie, LA, Consultant to Sawyer/Berson
2001	West Feliciana Parish Governmental Center Complex, St. Francisville, LA, Consultant to Holly Smith Architects
2001	New Orleans Sculpture Garden, New Orleans, LA, Consultant to Sawyer/Berson
2002	Ohr-O'Keefe Museum, Biloxi, MS, Consultant to Guild Hardy, Gehry Partners and Cashio Cochran
2002	Hall, Metairie, LA, Consultant to Hopkins AIA

2002	Teske, Metairie, LA. Defense
2002	Metairie Country Club, Consultant to Tom Hamrick
2003	Manresa House of Retreats, Convent, LA, Conservation Appraisal
2003	Castellon, Metairie, LA, Conservation Appraisal
2003	Ohr-O'Keefe Museum, Gehry Partners
2003	Audubon Nature Institute, Golf Course
2003	New Orleans Country Club, Golf Course, Weed Design
2003	Whitney National Bank, New Orleans, LA, Consultant to Doug Kohnke
2003	New Orleans Adolescent Hospital, New Orleans, CA, Consultant to Dr. Earl Hedrick & Mr. Timothy Joder
2004	Ohr-O'Keefe Museum, Biloxi, MS, Consultant to Guild Hardy & Gehry Partners
2004	Wal-Mart, Tchoupitoulas St. New Orleans, LA, Duplantis Engineers, Conservation Appraisal
2005	Downtown Development District, New Orleans, LA, Post Katrina Tree Assessment, Consultant to LeDerick Blackburn
2005	Beau Rivage, Biloxi, MS, Consultant to Director of Horticulture, Conservation Appraisal
2006	Jackson Barracks, New Orleans, LA, Consultant to Colonel Doug Mouton, Post Katrina Tree Assessment
2007	Perez, Belle Chasse, LA, Conservation Appraisal
2008 – Present	Beau Rivage, Biloxi, MS, Consultant to Director of Horticulture
2011	University of California, San Diego, CA, University House – Chancellor's House Project, Consultant to Assistant Vice Chancellor Resource Management and Planning
2013	New Orleans Country Club, New Orleans, LA, Consultant to Mathis, Brierre Architects and Robert Crifasi
2013	Stuart R. Bradley School, New Orleans, LA, Consultant to Landis Construction
2014	Wisteria Cottage, La Jolla Historical Society, La Jolla, CA, Conservation Appraisal

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EXHIBIT D

PHOTOGRAPHIC EVIDENCE

Subject Trees — Key Images

115 Demontluzin Avenue

Bay St. Louis, Mississippi 39520

Documentation Date: January 15, 2026

(Complete set of 38 photos previously submitted with application)

Trees Documented:

(1) Live Oak — 43-inch DBH

(1) Live Oak — 25-inch DBH

Key Photos Selected to Show:

Codominant Stem Structure / Included Bark

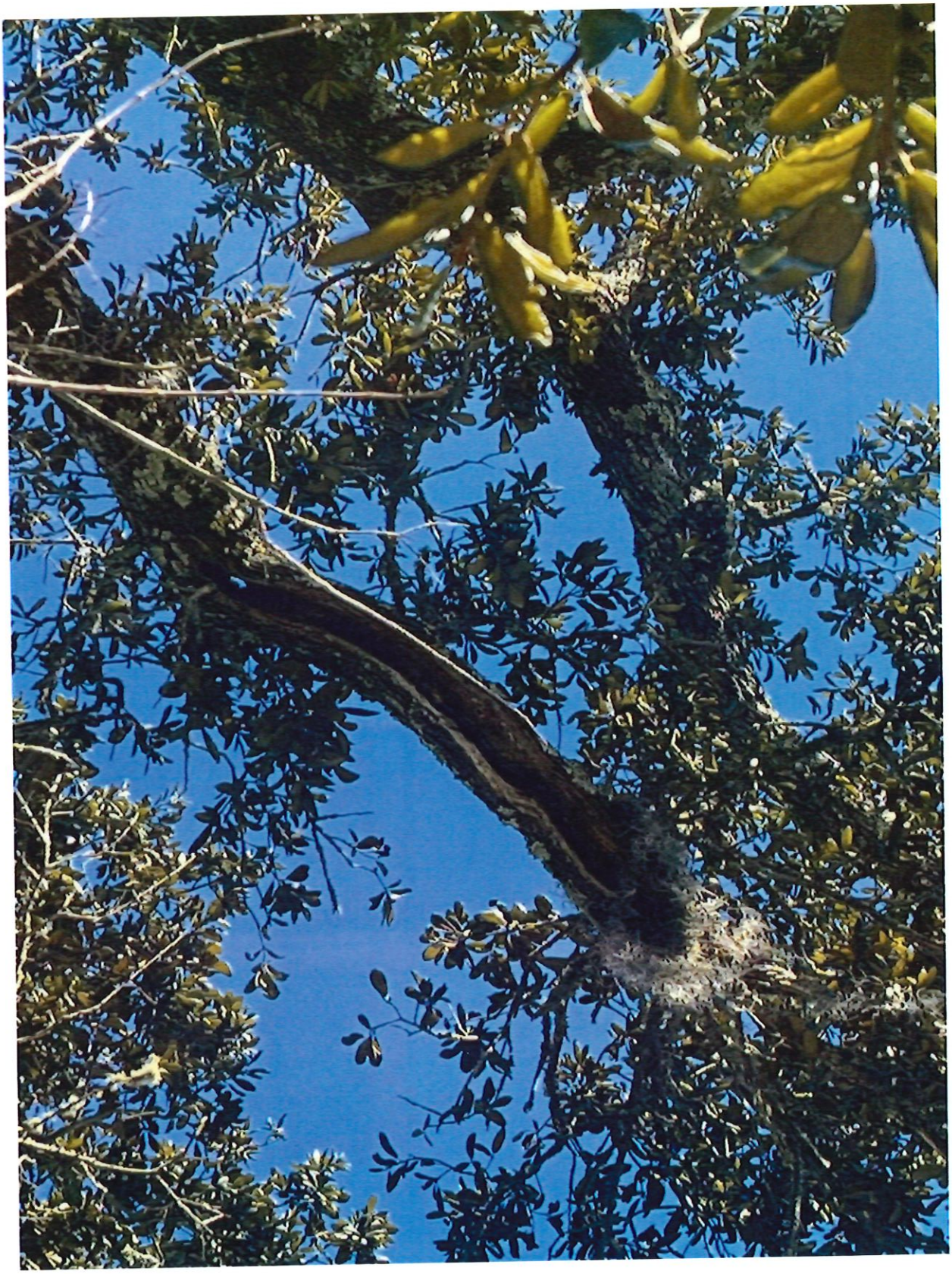
Basal Decay at Trunk/Root Flare

Target Zone Exposure to Occupied Structure

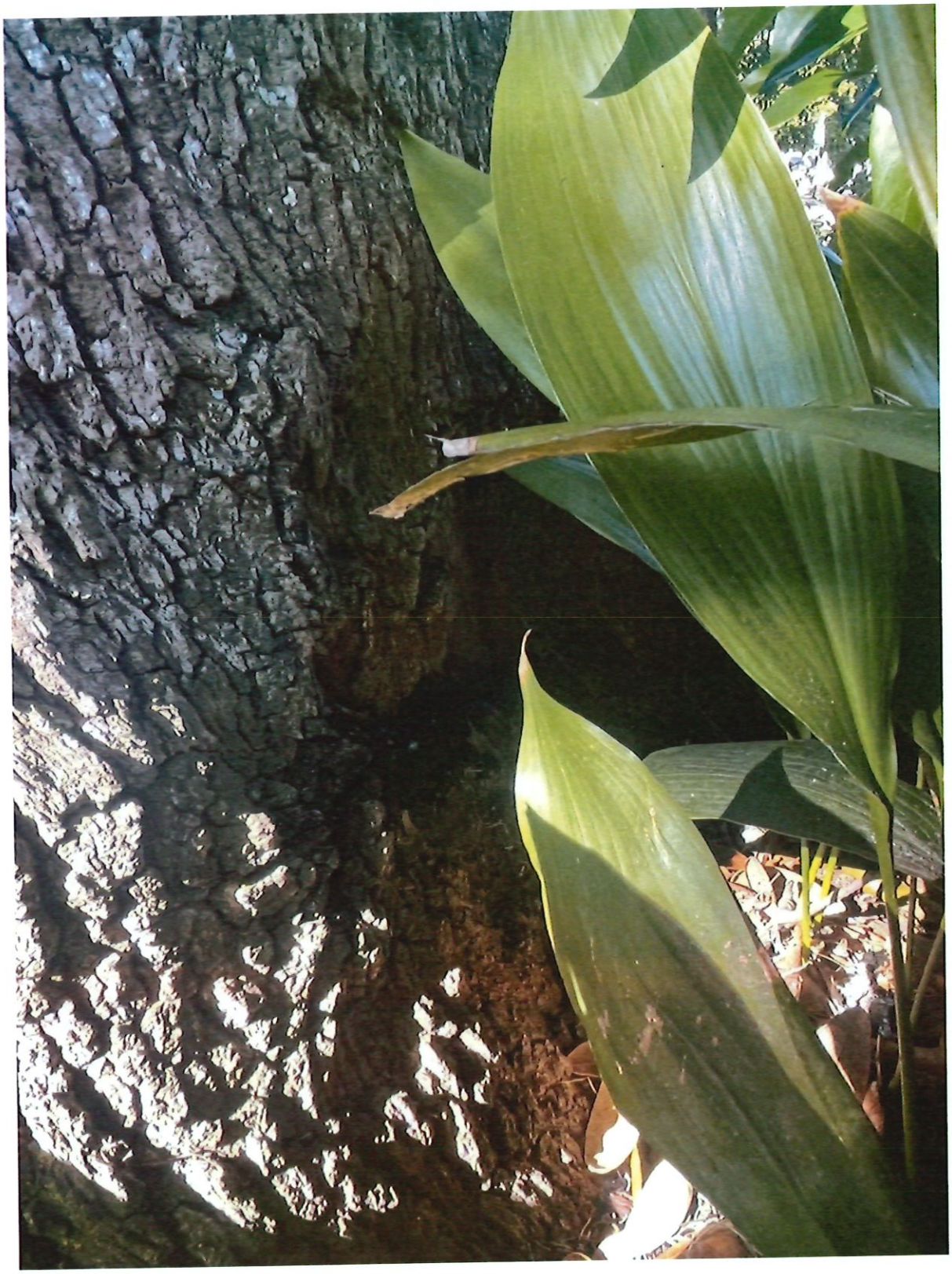
Overall Condition

A. Live Oak — 43-inch DBH



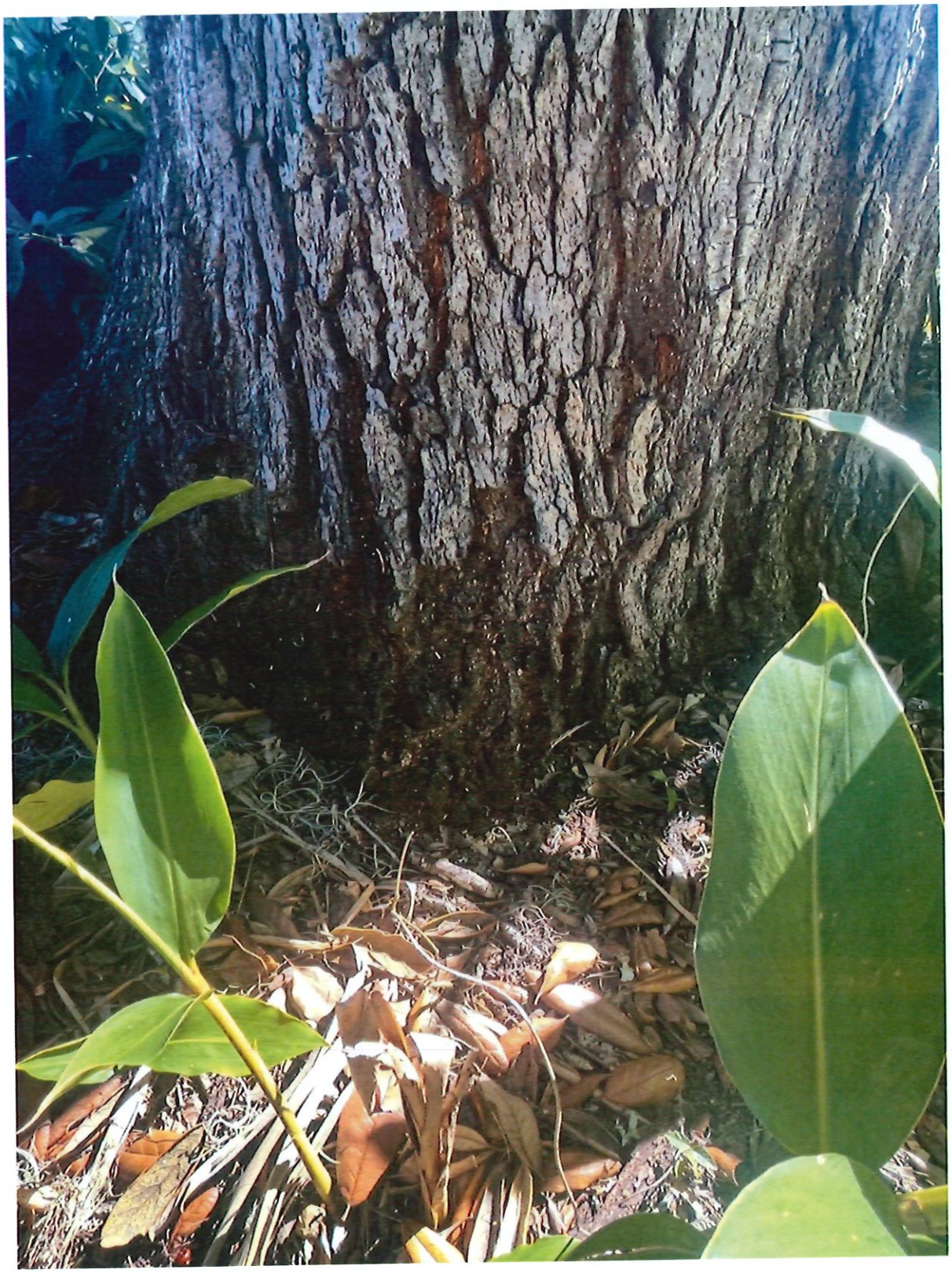












B. Live Oak — 25-inch DBH





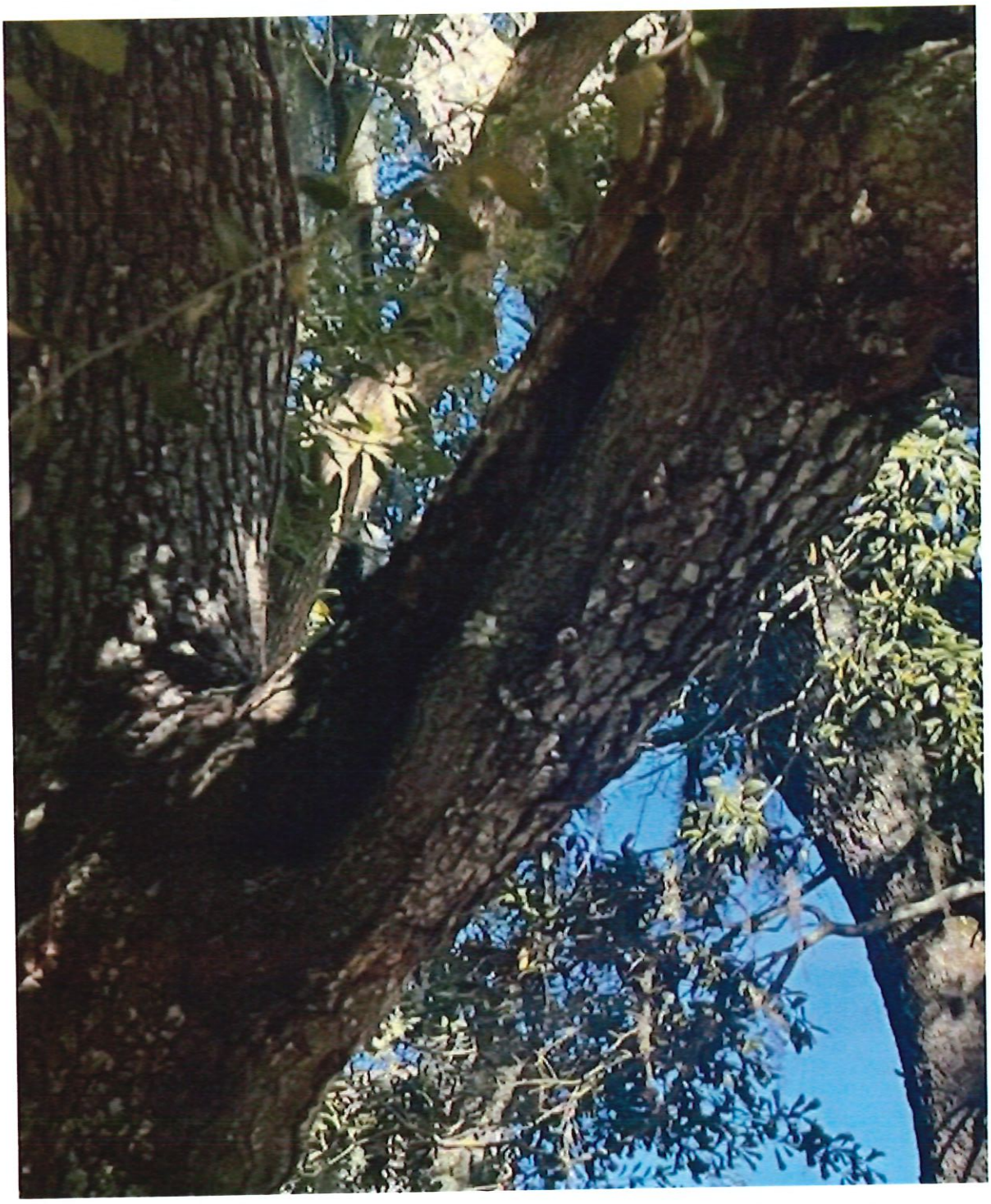


EXHIBIT E

PHOTOGRAPHIC EVIDENCE

Prior Live Oak Failure — Key Images

115 Demontluzin Avenue

Bay St. Louis, Mississippi 39520

Failure Date: December 2, 2025

Documentation Date: December 3, 2025

(Complete set of 32 photos previously submitted with application)

Key Photos Selected to Show:

Failed Tree — Overall View

Codominant Stem Structure at Failure Point

Basal Decay at Base of Failed Tree

Property Damage Resulting from Failure

Site-Specific Evidence of Elevated Failure Risk

Relevant Under Sec. 22-118(11):

Whether the continued presence of the tree or trees is likely to cause danger to a person or property









EXHIBIT F

STATEMENT OF PROCEDURAL HISTORY AND MATERIAL FACTS

Property: 115 Demontluzin Avenue, Bay St. Louis, Mississippi

Application No. APP-1377 | Project No. 2026-90

PROCEDURAL HISTORY

No.	Date / Time	Event
1	**December 2, 2025**	**Prior Live Oak Failure** A mature Live Oak tree on the property failed, resulting in documented property damage. Photographic evidence shows internal decay and structural compromise consistent with codominant stem structure and basal decay — the same conditions documented by the arborist in the subject trees. The failure occurred without severe weather, demonstrating site-specific elevated risk.
2	**January 28, 2026**	**Application Submitted** Tree Removal Permit Application (APP-1377) submitted through MGO Connect portal for removal of two (2) Live Oak trees at 115 Demontluzin Avenue.
3	**January 29, 2026** 10:53 a.m.	**Documentation Requested** Anne Dauphin (Planning & Zoning Clerk) posted comment requesting supporting documentation.
4	**January 29, 2026** 11:00 a.m. (same day)	**Application Complete** Applicant uploaded all requested documentation: • ISA Certified Arborist evaluation (David Garitty, January 23, 2026) • Arborist credentials (CV) • Photographic documentation • Site location map **Application complete as of January 29, 2026.**
5	**Jan 29 – Feb 9, 2026**	**Statutory Seven-Working-Day Review Period**

No.	Date / Time	Event
		Sec. 22-116(b): 'A permit shall be issued or denied within seven working days of submittal. If the applicant is not notified of approval or disapproval within seven working days, such plans shall be considered approved.' **Seven-working-day deadline: February 9, 2026** **No approval or denial issued within statutory timeframe.**
6	**February 10, 2026** 9:42 a.m.	**Applicant Follow-up Inquiry** Applicant posted comment noting seven-working-day period had elapsed and requesting clarification regarding application status.
7	**February 10, 2026** 10:20 a.m.	**Denial Comment Posted** Anne Dauphin (Planning & Zoning Clerk) posted comment: *'The 2 trees in question do have some damage from previous hurricanes, but mostly the trees have not had any maintenance pruning in many years. They can be rebalanced and pruned to mitigate potential problems. These trees do not need to be cut down.'* **No inspection notes, arborist credentials, horticulture credentials, or professional findings provided.** **No Tree Protection Advisor identified.**
8	**February 10, 2026** 4:09 p.m.	**Applicant Response** Applicant respectfully requested clarification regarding application of Sec. 22-116(b) 'considered approved' provision.
9	**February 11, 2026** 3:24 p.m.	**Formal Denial Issued** Drew Boxx (Planning & Building Inspector) posted comment confirming denial stating: *'Your application to remove the trees has been denied. For an explanation please read Ms. Dauphin's Message. Removal of trees without city approval will be a code violation.'* **Denial issued after expiration of seven-working-day deadline.**

SUMMARY OF MATERIAL FACTS

1. Procedural Violations:

- **Application complete:** January 29, 2026
- **Seven-working-day deadline:** February 9, 2026
- **Denial issued:** February 11, 2026 (after deadline)
- **No Tree Protection Advisor identified in record**

2. Credential Disparity:

- **Applicant's arborist:** David Garitty — ISA Certified Arborist, LA Licensed Arborist, LA Licensed Horticulturist, MS Licensed Arborist, 30+ years experience
- **City's reviewer:** Anne Dauphin (Planning & Zoning Clerk) — no arborist or horticulture credentials provided

3. Technical Findings Not Addressed:

- Denial did not address documented wood decay fungi
- Denial did not address documented basal decay
- Denial did not address codominant stem structural defects
- Denial did not address hazard assessment or target zone exposure
- No professional arborist or horticulturist evaluation provided to rebut submitted findings

4. Site-Specific Failure History:

- Prior Live Oak failure on property (December 2, 2025)
- Failed tree exhibited identical conditions to subject trees
- Failure occurred without severe weather

5. Pruning History:

- Subject trees received prior maintenance pruning
- Condition continued to deteriorate despite prior pruning

CONCLUSION:

The record demonstrates three independent procedural violations and substantive deficiencies:

(1) Seven-day deadline missed — permit should be automatically approved under Sec. 22-116(b)

(2) No qualified Tree Protection Advisor identified — violation of Sec. 22-92(b)

(3) No professional arborist or horticulturist evaluation provided to rebut licensed professional findings documenting disease, decay, and structural defects

###

EXHIBIT G

SITE MAP

Tree Locations and Property Layout

115 Demontluzin Avenue

Bay St. Louis, Mississippi 39520

Site Map Shows:

43" DBH Diseased Live Oak (Subject Tree)

25" DBH Diseased Live Oak (Subject Tree)

Failed Live Oak #1 (Prior to July 2022)

Failed Live Oak #2 (December 2, 2025)

Purpose:

Demonstrates Spatial Relationship Between:

Subject Trees (Current Application)

Failed Trees (Prior Failures with Identical Conditions)

Occupied Structures (Target Zone Exposure)

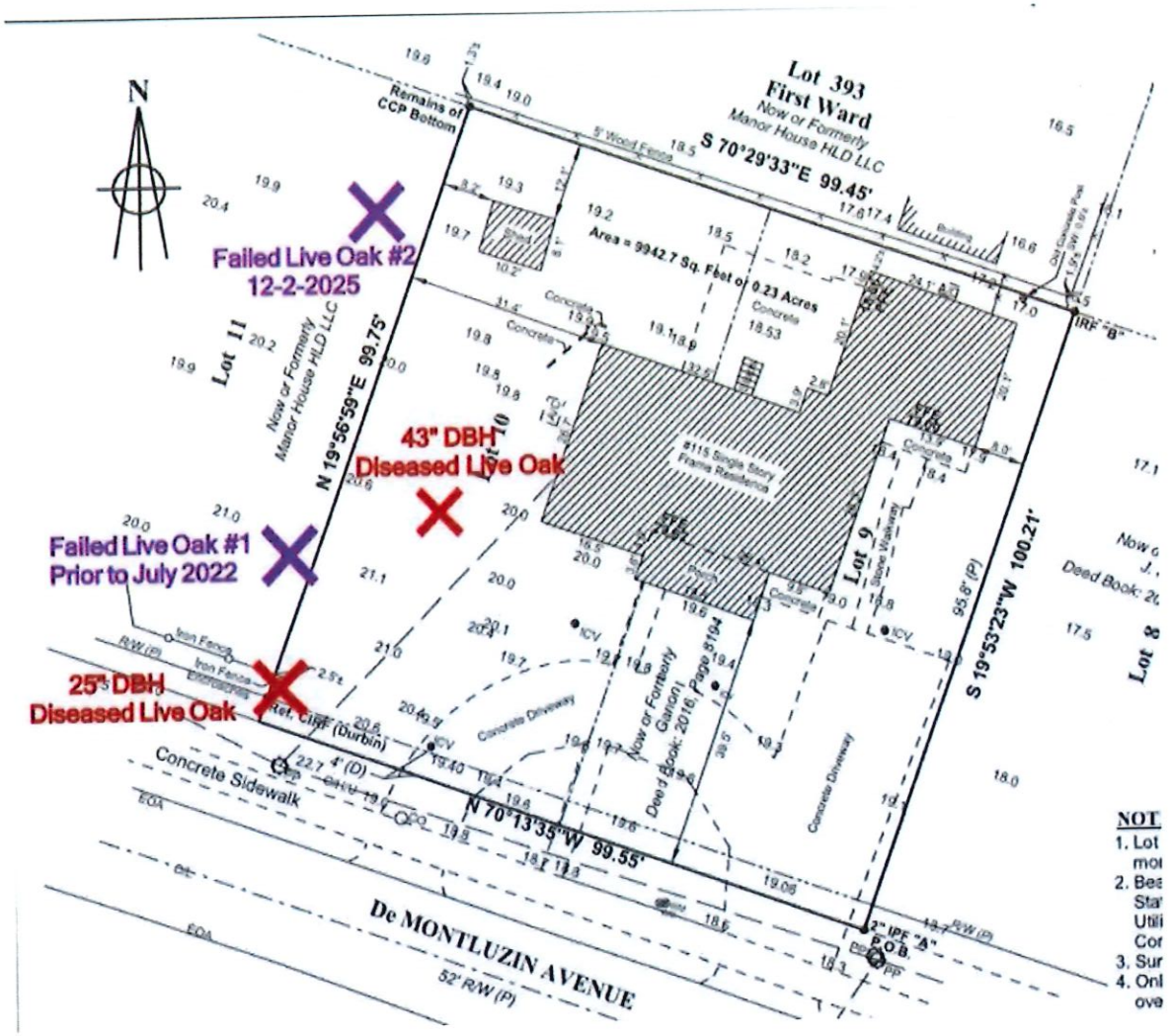
Property Boundaries and Site Features

Site-Specific Evidence of Elevated Failure Risk

Relevant Under Sec. 22-118:

(1) The condition of the tree proposed to be removed with respect to disease, danger of falling, proximity to existing or proposed structures

(11) Whether the continued presence of the tree or trees is likely to cause danger to a person or property


N
Lot 393
First Ward
Now or Formerly
Manor House HLD LLC
S 70°29'33"E 99.45'
Remains of CCP Bottom
Failed Live Oak #2
12-2-2025
Lot 11
Now or Formerly
Manor House HLD LLC
N 19°56'59"E 99.75'
43" DBH
Diseased Live Oak
Failed Live Oak #1
Prior to July 2022
25" DBH
Diseased Live Oak
Area = 9942.7 Sq. Feet or 0.23 Acres
8115 Single Story Frame Residence
Lot 9
Now or Formerly
Garon
Deed Book: 2016, Page 5194
S 19°55'23"W 100.21'
95.8' (P)
N 70°13'35"W 99.55'
Concrete Sidewalk
Ret. Cliff (Durbin)
Concrete Driveway
Stone Walkway
Iron Fence
R/W (P)
EOA
De MONTLUZIN AVENUE
52' R/W (P)
2" IPF "A"
P.O.B.
Lot 8

###

EXHIBIT H

SUPPLEMENTAL PHOTOGRAPHIC EVIDENCE

43" DBH Live Oak - Basal Decay Documentation

February 21, 2026

CRITICAL FINDING

Extensive basal decay spanning approximately **88 inches** of trunk circumference

(65% of total 135-inch circumference)

Supplemental Documentation Includes:

Photo(s): South Side Basal Decay (Measured)

Approximately 38-inch span of advanced decay and cavitation

Photo(s): North Side Basal Decay (Measured)

Approximately 44-inch span of deep structural decay with tape measure documentation

Photo: Upper Canopy Dieback

Dead scaffold branch indicating systemic vascular dysfunction

Technical Summary:

South side decay: 38 inches

North side decay: 44 inches

Total circumferential decay: **88 inches**

Total trunk circumference: 135 inches

Percentage compromised: **65%**

Relevance:

According to generally accepted arboricultural standards

and ISA Best Management Practices,

trees exhibiting greater than 50% circumferential basal decay

are typically classified as high-risk hazards

where removal is the recommended course of action.

At 65%, This Tree Substantially Exceeds the Hazard Threshold

Note:

Pruning, as suggested by the City, does not address decay at the trunk base. The structural failure mechanism is internal rot at the foundation of the tree, not branch weight in the canopy.

65% OF TRUNK CIRCUMFERENCE HAS EXTENSIVE BASAL DECAY

SOUTH SIDE BASAL DECAY – approximately 38 inches span (measured)









NORTH SIDE BASAL DECAY – approximately 44 inches span (measured)





ADDITIONAL FIND – Dead Scaffold Branch in upper canopy - evidence of systemic decline



65% OF TRUNK CIRCUMFERENCE HAS EXTENSIVE BASAL DECAY

SOUTH SIDE BASAL DECAY – approximately 38 inches span (measured)









NORTH SIDE BASAL DECAY – approximately 44 inches span (measured)





ADDITIONAL FIND – Dead Scaffold Branch in upper canopy - evidence of systemic decline



April 21, 2026

Bay St. Louis Planning and Zoning Commission
598 Main Street
Bay St Louis, Mississippi

Re: Appeal of Tree Removal Permit Denial (APP - 1377) for 115 Demontluzin Avenue, Bay St. Louis, MS 39520

Members of the Planning and Zoning Commission:

The purpose of this letter is to summarize our position and formal appeal of the denial of a tree removal permit application concerning 115 Demontluzin Avenue, Bay St. Louis, Mississippi (APP-1377). Additionally we would like to highlight for the Planning and Zoning Commission (the "Commission") the relevant findings and information found in appellants' Supplemental Appeal Packet, attached hereto as Exhibit "A", which is not currently reflected on the Commission's April 28, 2026 meeting agenda.

I. Procedural History

On January 28, 2026, applicants submitted a Tree Removal Permit Application (APP-1377) through the City's MGO Connect portal for the removal of two (2) Live Oak trees at 115 Demontluzin Avenue, Bay St. Lous, Mississippi (the "Subject Property"). The next day, Mrs. Anne Dauphin (Building Clerk) requested additional documentation through the portal, which was thereafter submitted by applicants on the same day, January 29, 2026, and the application was therefore complete. Importantly, applicants submitted a detailed arborist report by Mr. David Garitty (ISA Certified Arborist, MS Licensed Arborist, LA Licensed Arborist, LA Licensed Horticulturist) which recommended removal of both trees at the Subject Property due to their hazardous nature and location.

On February 10, 2026, applicants posted an inquiry through the portal regarding their application status. Applicants noted that the statutory seven-day period of review had expired (discussed in more detail below) and requested confirmation that the application was approved by default under the applicable ordinance. Forty minutes later, Mrs. Dauphin posted a comment through the portal that the trees should be "rebalanced and pruned to mitigate potential problems" and that "[t]hese trees do not need to be cut down." Applicants responded to note the procedural concerns with Mrs. Dauphin's response. On February 11, 2026, Mr. Drew Boxx (Building Inspector) posted a comment issuing a formal denial of APP-1377.

Applicants then submitted a formal appeal packet on February 24, 2026, within the prescribed fifteen (15) day period. *See* Bay St. Louis, MS. Code of Ordinances, Ch. 22, Art. III. § 22-94.

II. Summary of Appeal

a. The denial of APP – 1377 was procedurally defective and moot, as the application was approved by default under § 22-116.

As outlined in the formal appeal packet, § 22-116 of the Bay St. Louis Code, which discusses tree removal permits, requires that site plans for tree removal permits be submitted prior to the removal of any tree. Bay St. Louis, MS. Code of Ordinances, Ch. 22, Art. III. § 22-116. This documentation was properly submitted by applicants on January 29, 2026. Section 22-116 also states that:

> "If the applicant is not notified of approval or disapproval **within seven working days, such plans shall be considered approved,** and **such permit shall be considered issued** by the tree protection advisor through the building official."

Id. (emphasis added).

The City code thus clearly provides for scenarios where no decision is rendered within the seven-day period prescribed by the rules – the application is considered approved by default. This provision is directly applicable here. Applicants submitted their application in full on January 29, 2026. The seven-day review period expired on February 9, 2026 – seven working days after January 29, 2026. At that time, **a de-facto approval was deemed issued under the law.** The first communication from Mrs. Dauphin was not received until February 10, and the subsequent denial by Mr. Boxx was not issued until February 11, 2026.

Mr. Boxx's subsequent denial was moot. The application had already been approved pursuant to the City code after the expiration of the seven-day period on February 9, 2026.

b. The denial of APP – 1377 was procedurally defective because it was not issued by a tree protection advisor as required by § 22-116.

Section 22-92 requires that the "tree protection advisor" be a arborist or horticulturist. Bay St. Louis, MS. Code of Ordinances, Ch. 22, Art. III. § 22-92.

Section 22-116 states that "[n]o building permit shall be issued until the tree site plan has been reviewed and approved in writing **by the tree protection advisor[.]**" Bay St. Louis, MS. Code of Ordinances, Ch. 22, Art. III. § 22-116 (emphasis added). The only communications applicants received through the MGO Connect portal were from Mrs. Dauphin (Building Clerk) and Mr. Boxx (Building Inspector). No credentials of any reviewer or references to an arborist or horticulturist license number were cited. The City has provided no evidence that a licensed arborist or horticulturist reviewed this application. Further, the denial of APP – 1377 was issued by Mr. Boxx, the Building Inspector, not the tree protection advisor.[1]

Although Section 22-116 states that the "building official" has concurrent authority with the tree protection advisor to enforce the regulations in Article Three of the Code, Section 22-116 clearly states that it should be the *tree protection advisor* who reviews the initial permit application

[1] Applicants are unaware of the individual(s) who served as the City's tree protection advisor at the time their application was submitted.

and issues a determination. Regardless, the building official is listed as Mr. Rickey Ladner on the City's staff directory. Mr. Ladner did not issue the formal denial of APP – 1377.

As stated previously, the application was deemed approved after the expiration of the seven-day review period. However, even if the Commission finds that the application was not approved by default, the subsequent denial of APP – 1377 was also procedurally improper because it was not issued by a tree protection advisor as required by § 22-116.

c. The denial of APP – 1377 directly contradicts licensed arborist and horticulturist findings and results in a hazardous risk at the Subject Property.

The denial of APP – 1377 conflicts with the findings and written recommendation of Mr. David Garitty, who holds the following qualifications:

- ISA Certified Arborist (International Society of Arboriculture)
- Louisiana State Licensed Arborist
- Louisiana State Licensed Horticulturist
- State of Mississippi Licensed Arborist
- Over 30 years of experience evaluating Live Oaks along the Mississippi Gulf Coast

Mr. Garitty's report and qualifications were included in APP – 1377. **Mr. Garrity recommended that the trees at the Subject Property be removed as soon as possible** due to active disease and decay at the base of the trees. He found that the trees were in fair to poor condition and both represented a hazardous condition.

Additionally, photo evidence submitted with the application documents the recent failure of a nearby Live Oak exhibiting codominant stem structure and basal decay. That failure resulted in property damage and occurred in the absence of extreme weather conditions on December 2, 2025. Mr. Garrity found in his report that it was evident that this 2025 Live Oak failure occurred due to **the same issues** of decay and disease at the base of the tree as he noted for the trees in APP – 1377.

A comment was posted on the MGO Connect portal stating that the trees "have some damage from previous hurricanes, but mostly the trees have not had any maintenance pruning in many years" and that they "can be rebalanced and pruned to mitigate any potential problems." However, the record does not identify:

- The qualifications of the individual rendering the determination
- Whether a licensed arborist or horticulturist conducted a professional evaluation in connection with the denial
- Any inspection report, supporting photographs, or professional credentials
- Written findings addressing the documented disease and structural defects

The denial of APP – 1377 was in direct contradiction to the findings of Mr. Garrity and the City has provided no explanation as to its disagreement with Mr. Garrity (an experienced horticulturist and arborist). Should the Commission deny this appeal, the hazardous risk will persist on the Subject Property.

III. Supplemental Appeal Packet

In addition to the aforementioned points and cumulative record already before the Commission, the Applicants wish to highlight some of the relevant findings and information found in appellants' Supplemental Appeal Packet, attached hereto as Exhibit "A", which is not currently reflected on the Commission's April 28, 2026 meeting agenda.

a. Supplemental Arborist Report

Subsequent to the original application, applicants documented the full extent of basal decay, caused by wood decay fungi, on the 43-inch DBH Live Oak through detailed photography and circumferential measurement. These photographs are included in the initial appeal packet as Exhibit H. On March 4, 2026, Mr. Garrity issued a supplemental report based on these photographs, which is included in applicant's supplemental appeal packet. Mr. Garrity, based on his review of the 43-inch DBH Live Oak, issued the following supplemental findings:

- Escalated status of the tree from "fair to poor" (original report) to "POOR" (supplemental report)
- Escalated removal recommendation from "as soon as possible" to "IMMEDIATELY"
- Found that approximately 65% of the circumference of the base of tree was affected by wood decay fungi
- Found that the lack of root flare significantly increases the risk of structural failure and tree collapse
- Found that the tree would not be a good candidate for tree preservation

b. Mississippi State University Extension Service Publication FO468, Tree Protection Standards in Construction Sites

Exhibit I to applicant's supplemental appeal packet identifies applicable standards from the Mississippi State University Extension Service Publication FO468, Tree Protection Standards in Construction Sites, published by MSU's College of Forest Resources and the Mississippi Forestry Commission., the relevant page reference, and its direct application to findings of Mr. Garitty in reports dated January 23, 2026 and March 4, 2026. A summary of these applications is represented by the below chart:

SUMMARY

MSU Standard	Page(s)	Finding at 115 Demontluzin Ave.
Trees classified as susceptible — should not be saved	12	All three MSU defect criteria present
Critical root radius — 43" tree = 53.75 ft	5–6	Residence approx. 16 ft — inside CRZ
Removal only option for susceptible trees near structures	14–15	Removal is the only viable option
Declining stage — beyond help	9–10	Dead scaffold branch confirms decline
Pruning insufficient for susceptible trees	7, 10	65% basal decay — mitigation does not apply
Known hazard + inaction = liability exposure	3	City has documented notice on record

The application of these standards to Mr. Garrity's findings further reiterates that the acceptable industry standards would require removal of the trees at the Subject Property and that mitigation would not resolve the issues presented.

For the reasons set forth herein, and as outlined in applicants' appellate filings, we respectfully request that the Planning and Zoning Commission, after a review of the record and public hearing, find that APP – 1377 was approved after the expiration of the seven-day review period in accordance with § 22-116 and issue a permit in accordance with this finding. In the alternative, we request that the Commission overturn the denial of APP – 1377 and grant the requested tree removal permit consistent with the evidence in the record.

Thank you for your attention to this matter. Please do not hesitate to contact us if you have any questions or need any additional information.

Sincerely,

Kevin Kernion and Laurie Norman
Appellants/Applicants

Submitted By:

Katie Hood
BALCH & BINGHAM LLP
1310 25TH Avenue
Gulfport, Mississippi 39501
Telephone: (228) 864-9900
khood@balch.com

Office of the Lieutenant Governor
State of Louisiana

BILLY NUNGESSER
LIEUTENANT GOVERNOR

P.O. Box 44243
BATON ROUGE, LOUISIANA 70804-4243
(225) 342-7009

March 3, 2026

The Honorable Mike Favre
Mayor of Bay St. Louis
688 Hwy. 90
Bay St. Louis, MS 39520

Dear Mayor Favre:

I am writing on behalf of Kevin Kernion and Laurie Norman, who reside in Bay St. Louis, to respectfully ask that you give their pending tree removal appeal your personal attention and consideration.

Kevin and Laurie purchased their home at 115 Demontluzin Avenue in part because of the beauty of the Live Oak trees on and around the property. They are genuine lovers of oak trees who are currently working to preserve a large oak on their property in Metairie. That makes their decision to seek removal nothing short of heartbreaking for them. It is not a decision they arrived at lightly.

In December 2025, a large Live Oak on the neighboring property failed without a weather event, causing property damage and narrowly missing their residence. Luckily, there was no loss of life or injury. At that point, they engaged David Garitty, a respected, licensed arborist and horticulturist with extensive experience along the Gulf Coast, whose work has been retained by universities, municipalities, major insurance carriers, and courts across Louisiana, Mississippi, and California as both consultant and expert witness, hoping he would find the two remaining trees on their property salvageable. He did not. His evaluation found both trees in fair to poor condition with advanced structural decay at the root flare and recommended removal as soon as possible. The risk they pose is significant to the residence, the entrance and exit of an adjacent apartment complex, the street, sidewalks, and a heavily trafficked public pedestrian area all fall within the area of concern.

Kevin and Laurie submitted a removal permit application to the City, in good faith, including the full arborist report. The permit was denied without a qualified review of the arborist's findings. They have since filed a formal appeal with Planning and Zoning. In the meantime, they are taking reasonable precautionary steps, such as, notifying adjacent property owners, posting visible hazard warning signs, and consulting with their homeowners insurance carrier — because they feel a responsibility to the public as much as to themselves.

I recognize this is a local matter and have full confidence in Bay St. Louis's process. I simply ask that the appeal receive fair and expedited consideration given the documented safety concern, the expert credentials behind the evaluation, and the prior comparable failure on the neighboring property.

Should you wish to discuss the matter directly, Kevin and Laurie can be reached at (504) 616-7964 or lauriegnorman@gmail.com.

Thank you for your time and service to the community.

Sincerely,

Billy Nungesser
Lieutenant Governor

BN/pb

CC: Kevin Kernion & Laurie Norman

EXHIBIT "A"

EXHIBIT I

INDEPENDENT TECHNICAL AUTHORITY

Mississippi State University Extension Service
Tree Protection Standards in Construction Sites
Publication FO468

Authors: Stephen G. Dicke, Extension Forestry Professor, Mississippi State University
Britt Hubbard, Urban Forester, Mississippi Forestry Commission

Submitted in Support of Appeal — Application No. APP-1377
115 Demontluzin Avenue, Bay St. Louis, Mississippi 39520
Kevin Kernion and Laurie Norman

The following excerpts are drawn directly from Mississippi State University Extension Service Publication FO468, Tree Protection Standards in Construction Sites, published by MSU's College of Forest Resources and the Mississippi Forestry Commission. Each section identifies the applicable MSU standard, the relevant page reference, and its direct application to the trees at 115 Demontluzin Avenue as documented by David Garitty, Licensed Arborist and Horticulturist, in reports dated January 23, 2026 and March 4, 2026.

1. TREES CLASSIFIED AS "SUSCEPTIBLE" — MSU PUBLICATION PAGE 12

MSU Standard (Page 12):

> *"Avoid trying to save trees classified as susceptible to damage. These trees are unhealthy, old, of a susceptible species or may have a serious to fatal defect. Problems make susceptible trees less valuable and much more difficult to keep alive and healthy."*

MSU identifies the following defects as indicators of susceptible trees that should not be saved (Page 12, Figure 6):

- Dead top and/or dieback in larger top branches
- Narrow branch angles and/or codominant stems
- Cracks, cavities, rotten wood, fungal conks

Application to 115 Demontluzin Avenue:

- Dead scaffold branch documented in upper canopy — February 21, 2026 photographs (Garitty Supplemental Report, March 4, 2026)
- Codominant stem/included bark documented on both trees (Garitty Original Report, January 23, 2026)
- Wood decay fungi (rotten wood/fungal disease) documented at base/root flares of both trees (both reports)

Both trees at 115 Demontluzin Avenue exhibit all three MSU-identified defects for susceptible classification. Under MSU standards, these trees should not be saved.

---

2. CRITICAL ROOT ZONE CONFLICT WITH RESIDENCE — MSU PAGES 5, 6, 14, 15

MSU Standard — Critical Root Radius Formula (Pages 5–6):

> *"The area is defined as a circle with a radius that is 1.25 feet for every inch in stem diameter. Thus, the distance from the tree stem you would like to stay away from a tree is called the critical root radius."*

Critical Root Zone Calculations — 115 Demontluzin Avenue:

Tree	DBH	MSU Formula	Critical Root Radius	Distance to Residence
Large Live Oak	43 inches	43 x 1.25 ft	53.75 feet	Approx. 16 feet
Street Live Oak	25 inches	25 x 1.25 ft	31.25 feet	Street / Sidewalk

MSU Standard — Minimum Distance Requirements (Pages 14–15, Table 4):

> *"Structures must be kept outside the critical root radius of damage-susceptible trees. Generally when a tree is closer to a structure than the minimum distance above, your options are to remove the tree or move the structure."*

The residence at 115 Demontluzin Avenue is approximately 16 feet from the base of the 43" DBH Live Oak — well within the MSU-established critical root radius of 53.75 feet. Per MSU standards, the only options for a susceptible tree in this proximity are removal of the tree or relocation of the structure. No mitigation alternative is identified by MSU for susceptible trees.

---

3. MORTALITY SPIRAL — TREES "BEYOND HELP" — MSU PAGES 9–10

MSU Standard — Mortality Spiral and Declining Stage (Pages 9–10):

> *"The process of tree death following injury is termed a 'mortality spiral.' The further a tree falls down the mortality spiral the harder it is to get back up to Healthy. Once a tree reaches the Declining stage, they are considered beyond help."*

Application to 115 Demontluzin Avenue:

- Garitty supplemental report (March 4, 2026) escalated condition from "fair to poor" to "POOR"
- Dead scaffold branch in upper canopy is consistent with MSU Declining stage criteria
- MSU states Declining stage trees are "considered beyond help" — pruning is not a viable option
- City's denial citing pruning as a sufficient alternative is inconsistent with MSU's published standards

---

4. KNOWN HAZARD AND MUNICIPAL LIABILITY — MSU PAGE 3

MSU Standard — Liability for Ignoring Standards (Page 3):

> *"If you ignore these standards and a tree is injured, then you could be held liable for thousands of dollars in damage. Tree damage may also lead to structural failure, ranging*

> *from the dropping of dead limbs to the entire tree falling over. This structural failure has the potential to injure people and property, which could also be your responsibility."*

The City of Bay St. Louis has received formal documented notice of conditions that MSU independently classifies as hazardous and beyond remediation. Under MSU's published standards, once a hazardous condition is known and documented, failure to act creates potential liability exposure for all parties with notice.

---

5. PRUNING DOES NOT ADDRESS STRUCTURAL FAILURE — MSU PAGES 7, 10

MSU Standard — Susceptible Tree Survival (Page 7):

> *"The survival rate drops below 50/50 once 25% of the critical roots are injured for susceptible trees. Any kind of root damage reduces the survival of susceptible trees significantly."*

- 65% circumferential basal decay far exceeds the 25% threshold at which susceptible tree survival drops below 50/50
- MSU makes no provision for pruning as mitigation for susceptible trees with structural root and basal decay of this extent
- Garitty reports confirm: "mitigation requirements do not apply" given the documented condition

---

SUMMARY

MSU Standard	Page(s)	Finding at 115 Demontluzin Ave.
Trees classified as susceptible — should not be saved	12	All three MSU defect criteria present
Critical root radius — 43" tree = 53.75 ft	5–6	Residence approx. 16 ft — inside CRZ
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Declining stage — beyond help	9–10	Dead scaffold branch confirms decline
Pruning insufficient for susceptible trees	7, 10	65% basal decay — mitigation does not apply
Known hazard + inaction = liability exposure	3	City has documented notice on record

Source: Mississippi State University Extension Service, Tree Protection Standards in Construction Sites, Publication FO468. Authors: Stephen G. Dicke, Extension Forestry Professor, MSU; Britt Hubbard, Urban Forester, Mississippi Forestry Commission. Published 2008.

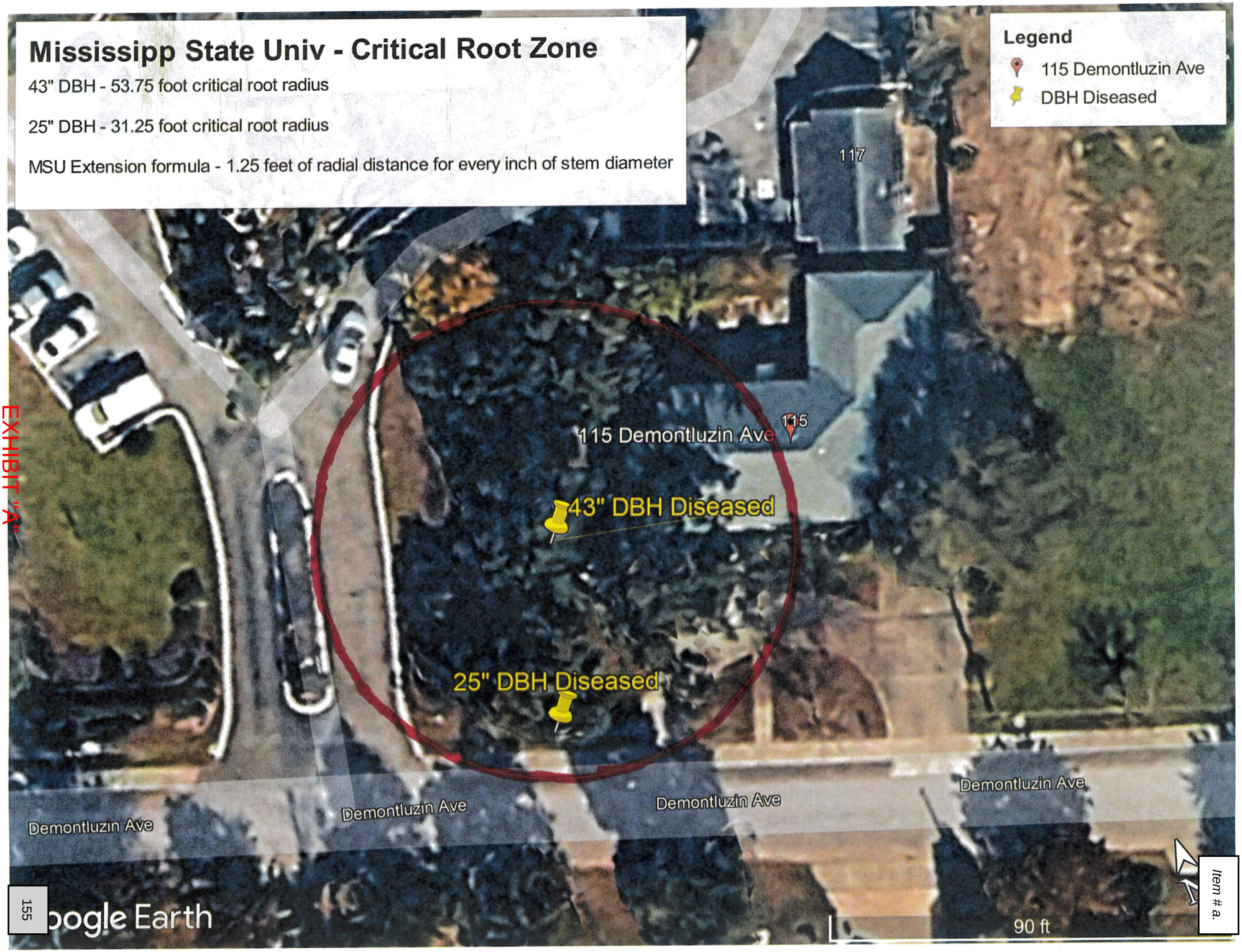

Mississipp State Univ - Critical Root Zone
43" DBH - 53.75 foot critical root radius
25" DBH - 31.25 foot critical root radius
MSU Extension formula - 1.25 feet of radial distance for every inch of stem diameter
Legend
115 Demontluzin Ave
DBH Diseased
117
115 Demontluzin Ave
115
43" DBH Diseased
25" DBH Diseased
Demontluzin Ave
Demontluzin Ave
Demontluzin Ave
Demontluzin Ave
90 ft
Google Earth

EXHIBIT "A"

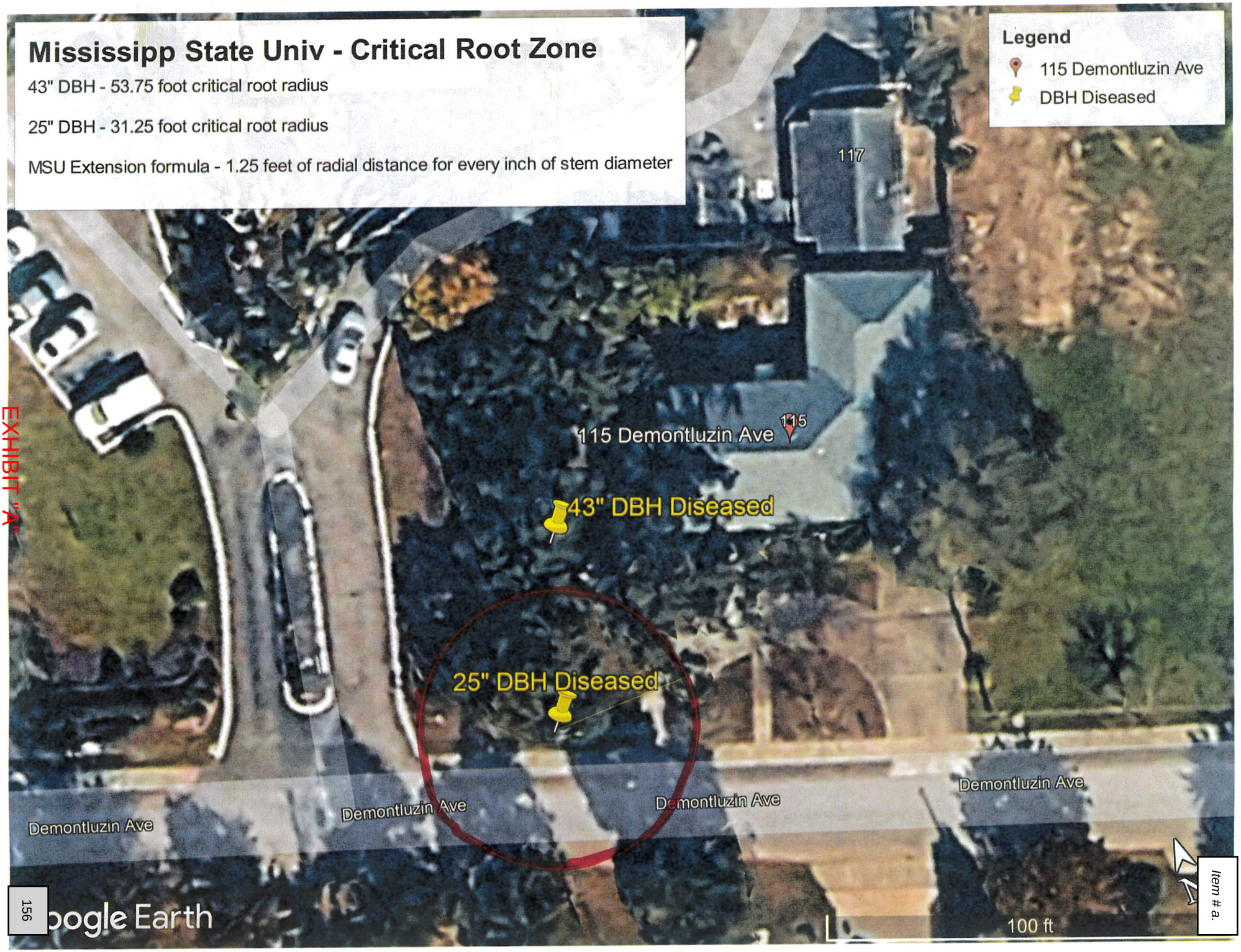

Mississipp State Univ - Critical Root Zone
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Legend
115 Demontluzin Ave
DBH Diseased
117
115 Demontluzin Ave
115
43" DBH Diseased
25" DBH Diseased
Demontluzin Ave
Demontluzin Ave
Demontluzin Ave
Demontluzin Ave
100 ft
Google Earth

EXHIBIT "A"

Tree Protection Standards in Construction Sites



"To exist as a nation, to prosper as a state, and to live as a people, we must have trees."

- President Theodore Roosevelt

EXHIBIT "A"

Contents

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PLEASE TAKE THIS GUIDE WITH YOU TO THE CONSTRUCTION SITE.

EXHIBIT "A"

Why Should I Follow This

This guide gives your trees the best chance of survival both during and after construction. You are following advice from professional arborists combined with published standards and practices (Coder 1996, 2000, Elmendorf et al 2005, Johnson 2001, and Matheny and Clark 1998). Use these standards to show a reasonable effort on your part to protect trees from damage. We cannot guarantee 100% success, but if standards are followed and a tree dies, then it is not your fault.

If you ignore these standards and a tree is injured, then you could be held liable for thousands of dollars in damage (Table 1). Tree damage may also lead to structural failure, ranging from the dropping of dead limbs to the entire tree falling over. This structural failure has the potential to injure people and property, which could also be your responsibility.

Table 1. *Approximate loss in property value caused by injury to a tree. Actual loss may be higher or lower based on a plant appraisal and what can be determined in court.*

Stem Diameter[1] (in.)	Loss in Property Value[2] ($)	
	Sicken Tree	Kill Tree
5	131	350
10	525	1400
15	1181	3150
20	2100	5600
25	3281	8750

1 Diameter of tree stem measured at 4.5 feet above ground
2 Appraisal of loss using the trunk formula method (Gooding et al 2000)
Assumptions: tree is a desirable species in good condition, properly located in the front yard of a well landscaped $100,000 residential home.

EXHIBIT "A"

Trees and Roots

Item # a.

Tree roots are not like carrots. Roots spread out over a large area and are concentrated at the soil surface. A tree actually looks like a wine glass setting on a dinner plate (Figure 1). A wine glass represents (1) leaves and branches, (2) tree stem, and (3) the structural root plate. A large dinner plate (4) represents the transport and feeder roots that spread out farther than the branches.



***Figure 1**. A tree looks like a wine glass on a dinner plate.*

Roots hairs are so small and prolific they essentially are one with the soil. So any little activity that compacts or moves soil can kill roots. Fortunately not all roots are created equal. Tree roots closest to the stem are more essential than others for survival (Figure 2).



***Figure 2**. Tree roots most important for survival are the structural root plate (red area) and the critical root area (green area).*

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EXHIBIT "A"

To estimate the size of the structural ro and the critical root area, we used a common tree measurement, **Stem Diameter** at 4.5 feet above the ground. Stem diameter can be measured directly with calipers or a diameter tape. Or you may measure stem circumference and divide by pi (3.14) to calculate diameter.

The most essential roots form the **Structural Root Plate** (Figure 2 red area). These large strong roots extend up to 11 feet from the stem in larger trees (Table 2). Damaging these roots in any way is usually fatal and may leave a tree unable to hold itself up. This could spell disaster.

Second in importance is the **Critical Root Area** located under the reach of the branches (Figure 2 green area). This area contains about 85% of the root mass. Any damage to the transport and feeder root system in this area will likely reduce tree health and survival. The size of the critical root area is estimated again using stem diameter (Table 2). The area is defined as a circle with a radius that is 1.25 feet for every inch in stem diameter. Thus, the distance from the tree stem you would like to stay away from a tree is called the **critical root radius**.

Tolerance to Damage

To ensure tree survival the entire critical root area should be protected from construction damage (Figure 3). This is especially true for trees classified as **Susceptible** to damage. These are trees in poor health, very old, or a susceptible species (Table 3). Any kind of root damage reduces the survival of susceptible trees significantly. The survival rate drops below 50/50 once 25% of the critical roots are injured (Figure 3).

Item # a.

Table 2. *Critical root radius and critical root a with tree size (Coder 1996).*

Tree Stem Diameter (in.)	Structural Root Plate Radius (ft.)	Critical Root Radius (ft.)	Critical Root Area ($ft.^2$)
2	2	2.5	20
4	3	5	79
6	4	7.5	177
8	5	10	314
10	6	12.5	491
12	7	15	707
14	7	17.5	962
16	8	20	1256
18	8	22.5	1590
20	9	25	1963
22	9	27.5	2375
24	10	30	2826
26	10	32.5	3317
28	10	35	3847
30	10	37.5	4416
32	10	40	5024
34	10	42.5	5672
36	10	45	6359
38	11	47.5	7085
40	11	50	7850

Trees classified as **Resistant** to construc damage are healthy, young to middle aged, and of a resistant species (Table 3). Resistant trees generally are able to tolerate some root damage, at least until it approaches 1/3 of the critical root area (Figure 3).

Trees **Moderate** in their tolerance to injury include those in fair health, past middle aged to old, or a moderate species (Table 3). These trees fall between resistant and susceptible in their survival of critical root damage.

Roots outside of the critical root area are the least important for tree health (Figure 2). A tree can lose all these roots with minimal problems. But to compensate for this root loss, extraordinary care must be given to roots within the critical root area.

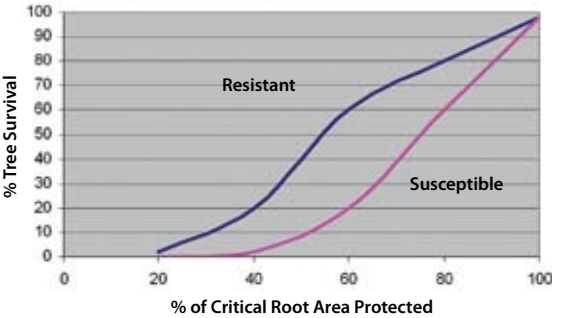


***Figure 3**. Tree survival depends on the amount of critical root area protected and the tolerance of a tree to damage. (Coder 1996).*

Table 3. *Ranking of common tree species in construction damage. Survival rates are high for resistant species and low for susceptible species with the same level of damage (Matheny & Clark 1998).*

Species Resistance to Construction Damage		
Resistant	**Moderate**	**Susceptible**
Ash - Green	Ash - White	Basswood
Bald Cypress	Dogwood - Flowering	Beech
Birch - River	Hickory - Pignut, Shagbark, Mockernut	Chinkapin - Allegheny
Elm - most species	Hophornbeam - Eastern	Maple - Silver
Gum - Black, Tupelo	Hornbeam - American	Sourwood
Hickory - Water, Pecan	Magnolia - most species	Sugarberry (Hackberry)
Holly - American, Dahoon, Gallberry, Yaupon	Maple - Florida	Walnut - Black
Maple - Red, Boxelder	Pine - Shortleaf	Yellow - Poplar
White Oaks - White, Swamp Chestnut, Overcup, Bur	Sweetgum	
Red Oaks - Water, Willow, Shumard, Nuttall, Northern Pin	Sycamore - American	
Pines - Loblolly, Longleaf, Slash		
Willow		

EXHIBIT "A"

Construction Damage

Most people are not aware that tree roots are on the soil surface and very vulnerable to injury. That is why damage to the root system is the number one killer of trees. Unfortunately, any activity under a tree is a potential root killer, including the storage of equipment or supplies as well as minor vehicle and foot traffic. Injury to roots within the critical root area is capable of slowly killing **Healthy** trees (Figure 4). The process of tree death following injury is termed a "mortality spiral". The further a tree falls down the mortality spiral the harder it is to get back up to Healthy. So, if restorative treatments are to be effective they need to be applied immediately after damage occurs. Do not wait until the tree is **Stressed** or **Declining**.

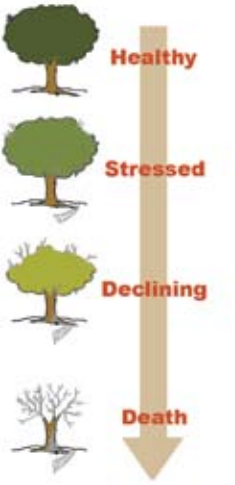


***Figure 4**. Construction damage to roots begins a mortality spiral that can kill healthy trees in 1 to 10 years. (Matheny & Clark 1998).*

EXHIBIT "A"

Stressed

Construction damage weakens a tree and sets it up to be injured by another stress that normally would not cause damage. Thus, drought and insect/disease attacks can be deadly when combined with construction. As stressors accumulate, a tree becomes weaker and weaker. The tree does not usually show any signs of a problem, except maybe the foliage appearing a little sparse and off color. The severity and longevity of these stressors determines if tree health can be restored.

Declining

Upper growing points in the tree cannot be supported and die. Signs of decline include very low leaf density and leaves may appear yellow and small. Many dead branches and twigs are in the top portion of tree. Wood borers and bark beetles may attack. Once a tree reaches this stage, they are considered beyond help.

Death

A tree usually dies from a fatal combination of structural failure, health degradation, and pest infestation. Pine trees will typically die within a year following severe root damage. Generally, hardwoods are slower to die. After a fatal blow, hardwoods may live for another 2-10 years.

Fences



Figure 5a. *Placing a protective fence around the critical root area assures tree survival.*

To prevent root damage, construction activity needs to be diverted away. One of the best tree protectors is a fence placed around the critical root area (Figure 5a). Fences should be erected before construction begins and kept intact until final inspection. This temporary fence should be at least three feet high, clearly visible and supported by steel T-bar or similar stakes. Warning signs as shown in Figure 5a should be prominently displayed. Assign someone the job of monitoring the fences. To further prevent fence removal and injury to critical roots add a penalty clause in contracts. See Table 1 for reasonable penalties.

Protecting groups of trees instead of individuals is recommended when possible. To protect a group of trees, determine the critical root radius for each individual tree. Place a protective fence outside the critical root area of all trees in the group (Figure 5b).

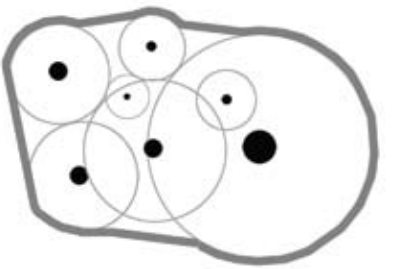


Figure 5b. *Overhead view of a tree protection zone (gray fence) for a group of trees. Dots represent tree stems and light circles are each tree's critical root area.*

EXHIBIT "A"

Which Trees to Save?

Trees classified as resistant to construction damage should be a high priority for saving. These healthy, young to middle-aged trees of a resistant species (Table 3) have the highest likelihood of survival. Avoid trying to save trees classified as susceptible to damage. These trees are unhealthy, old, of a susceptible species or may have a serious to fatal defect (Figure 6). Problems make susceptible trees less valuable and much more difficult to keep alive and healthy.



***Figure 6**. Avoid trying to save trees with serious to fatal defects. 1- dead top and/ or dieback in the larger top branches, 2- narrow branch angles and/or co-dominant stems, 3- history of damage from lightning, insects, and/ or equipment, 4- lean and/ or soil heaving, and 5- cracks, cavities, rotten wood, fungal conks, termites, carpenter ants, and cankers. (Elmendorf et al 2005).*

The size of trees should be compared to ownership goals and finances. Large trees may be desired and extremely valuable to a property but they are also very difficult and expensive to save. Construction activity may have to be adjusted considerably to protect a large tree's root system. The owner must have the willingness to pay for construction adjustments before a big tree can be saved. Owners with moderate budgets may have to concentrate on saving smaller trees. These are much easier and cheaper to protect and save.

Some species of trees are a better long-term investment. Live oaks for example tend to grow into

large extremely valuable trees. Strong wo
branches, stem, and roots resists breakag
storms. Live oaks also have a long life span and display few pest problems. Species of trees that display these kinds of characteristics are more desirable for saving than others.

Four Steps to Protecting Trees

1. Mapping and Prescription

Planning is needed up front to keep trees and construction activities separated from each other. Begin with an initial walk-through to identify which trees to save. Mapping these trees before development of the construction plan is very important (Figure 7). Compromises and adjustments made up front to protect trees are easier, cheaper and more effective at saving trees. Incorporate the exact location of each tree's stem and its critical root area into the construction plan. Determine where construction conflicts will occur. Predict the extent of damage each tree's critical root area will receive. Prescribe how to adjust construction activities to protect tree roots and improve survival.

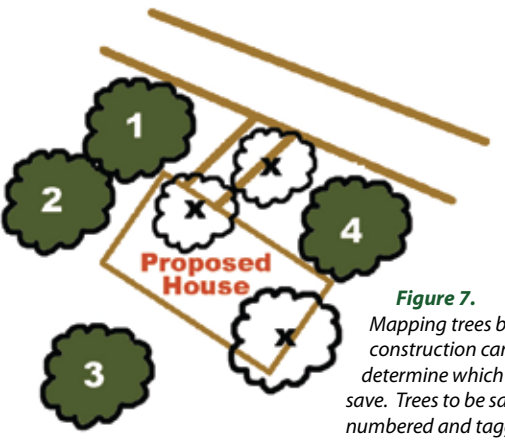


Figure 7. *Mapping trees before construction can help determine which trees to save. Trees to be saved are numbered and tagged. Trees to be removed are marked with an x.*

EXHIBIT "A"

How close can trees get to structu

The ideal distance between a tree stem and structures is the critical root radius plus at least 10 feet (Table 4). This distance allows a protective fence around the entire critical root area and leaves enough room for normal construction activity.

Whenever a tree is closer than ideal to a structure, the protective fence may have to be moved closer to the tree, which exposes some of the critical root area to construction activity. An additional **Root Buffer** is needed to protect the exposed critical root area outside the fence. To create a root buffer, begin by covering the exposed critical root area with wood chips to a minimum 6-inch depth. Overlay this with quarry gravel to stabilize a working surface and place ¾ inch plywood or mats on top. The root buffer should be maintained throughout the construction process.

Damage-resistant trees can be located within 20 feet of buildings and 10 feet of sidewalks. A combination of fencing and a root buffer will be needed to protect the roots (Table 4).

Structures must be kept outside the critical root radius of damage-susceptible trees (Table 4). Use a stem wrap to protect scaffold branches or the stem itself whenever they are exposed to construction injury. Wrap exposed tree parts with 2 inches of plastic orange fencing as padding and then securely bind 2x4s on the outside. During installation avoid damaging any bark or branches.

Table 4. *Minimum distances between struc trees and required tree protection.*

Type of structure	Tolerance of tree to damage[1]	Minimum distance	Tree protection required
All	All	CRR[2] + 10 ft	Fence[3]
All	Susceptible	CRR[2]	Fence[3] + Root Buffer[4]
Buildings	Resistant	Lessor of 20 ft or CRR[2]	Fence[3] + Root Buffer[4] + Stem wrap[5]
Sidewalk or Driveway	Resistant	10 ft.	Fence[3] + Root Buffer[4] + Stem wrap[5] + Adjust construction

[1]Trees tolerance to construction damage classified using health, age, and species (see page 8 and Table 3)
[2]CRR=Critical root radius (see page 6 and Table 2)
[3]Fence protecting CRR (see page 11)
[4]Buffer protecting roots outside fence (see page 14)
[5]Stem wrap to prevent a direct hit to stem

What if a tree is too close?

Generally when a tree is closer to a structure than the minimum distance above your options are to remove the tree or move the structure. But in some situations you may consider alternative construction techniques. This includes ramping a walking surface over roots on a lifted slab. Or you could substitute driveway concrete with interlocking pavers or flexible paving, elevate porches on posts and brick or create flagstone walkways on sand. Seek out professional advice from an arborist on how to install these alternatives and still protect critical tree roots.

Trenching

Trenching is any linear excavation for utility lines, foundations, roads, sidewalks and irrigation. Foremost, protect the structural root plate from trenching. This plate can extend up to 11 feet from a tree stem (Table 2). Protecting the critical root area is also very important. Its size is also predicted using the stem diameter measurement (Table 2). No trenching machinery should ever be allowed in the critical root area.

Utility lines may be placed under the roots by digging a tunnel using a soil auger (Figure 8). Tunneling within the critical root area at a minimum depth of 2 feet will avoid most roots. Tunnel at least one foot deeper if utility is located directly under the stem.

Another option is to dig a trench that leaves the roots intact. This can be done with a pneumatic air excavator. Another option is careful hand digging below the roots from the side for short distances. Avoid trenching on hot, dry, or windy days. Protect exposed roots by immediately wrapping with wet burlap and keep moist. Do not leave the trench open for very long (1 hour is best), quickly replace the soil and soak with water to pack. If a root is severely damaged it heals quicker if a clean cut is made above the damage. Cut with a reciprocating saw or small pruning saw.

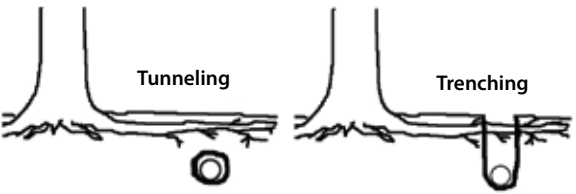


***Figure 8**. Utility lines may be placed near trees without root injury by tunneling underground. An alternative is trenching with a pneumatic air excavator or careful hand digging.*

EXHIBIT "A"

Grade Changes

Ideally all grade changes (raising or lowering the level of the soil) should occur outside the critical root area (Figure 9). Large cuts and fills may require retaining walls to keep the original grade around a tree. Try to avoid any grade change that will drastically alter the water table or how water drains around trees. Add drains where the critical root area now collects water and provide extra watering to areas that are now excessively dry. Also do not allow machinery on the critical root area when changing grade, this will compact the soil.

Fill can damage root systems primarily by cutting off the oxygen and water supply. Within the critical root area the maximum depth of fill that will be allowed depends on the texture of the fill material. Up to 8 inches of sand may be added without much damage to the roots. With the help of an arborist, you may be successful with fill mixtures up to 4 feet deep. But no fill should ever be allowed to touch the tree stem. That means either slowly taper down the fill or build a wall around the stem to protect it.

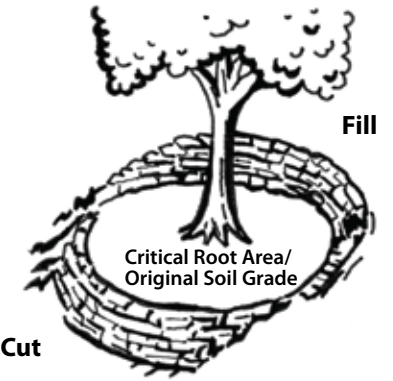


***Figure 9**. Retaining walls can keep original soil grade within the critical root area and allow deep cuts and/or fills to achieve the grade changes needed for construction.*

Cuts in the critical root area can easily d
roots. Therefore we do not recommend lowering the grade in this area. A retaining wall outside the critical root area will allow cutting a lower grade for construction needs (Figure 9).

2. Preconditioning

Remove competition from weeds, vines, and grasses by clipping, not pulling. Spraying with Glyphosate is also effective. Correctly prune and remove all branches that will likely conflict with construction activities. This prevents ripped or broken branches (Johnson 2001).

Before construction begins, improve the soil conditions within the protected critical root area. The goal is to "bait" new roots into the protected

Figure 10. *Aeration of soil to relieve compaction in critical root area.*







area and away from unprotected soil. If already compacted then aerate on a regular basis, not just one time (Figure 10). Aeration applications can be made twice a year for two years, then once a year thereafter. Apply a low nitrogen, slow release fertilizer to stimulate root growth not more foliage (use a soil test to determine the amounts of N-P-K). The most important soil treatment is mulching the protection zone to a depth of 4 to 6 inches. Aged pine, cypress, and hardwood chips (wood and bark) are good mulches to add organic matter to the soil and hold water. Avoid placing mulch against the tree stem. If you plan to remove the mulch, place a synthetic weed free barrier fabric down before mulching to make removal much easier.

Watering is very effective in maintaining tree vigor. Use soaker hoses or another technique to apply one inch of water weekly on the critical root area during droughts. When trees are damaged and more frequent watering is needed, use a tensionmeter to determine when soil moisture is less than adequate. Do not use a timer to schedule watering, this usually provides too much water. An early application of paclobutrazol to the soil before construction begins also has been effective at encouraging trees to produce new roots and maintain health during construction. Evaluate the herbicides and soil sterilants that will be used near trees. Read the labels to make sure their application will not harm trees.

3. Supervision

Meet with all contractors. Express your desire to save trees and review the penalty clause for tree damage. Tell them your expectations, everyone is to leave intact the protective fencing and soil buffers. Assign someone the job of monitoring the fences daily. If any damage occurs immediately repair or mediate the injury.

4. After-Care

One of the most common soil disturbances during construction is soil compaction. Several treatments are available to ameliorate compaction and increase aeration.

1. Maintain and refresh the mulch layer of 4 to 6 inches annually.
2. Use a high pressure air spade or injector to create holes and fractures in the soil to provide air space (Figure 10). This should be done at least twice a year for several years.
3. Dig trenches one to two feet deep oriented like spokes of a wagon wheel around a tree. Pneumatic air excavators do this well. Replace the soil with a porous material.
4. Apply vertical mulching by drilling 2–3 inch diameter holes 12 inches deep using a power auger. Start beyond the tree's structural root plate and drill on 18 x 18 inch and up to 24 x 24 inch grid within the critical root zone. If large woody roots are encountered, avoid root damage by slightly moving the drill hole. Backfill the holes with compost, mulch, or other organic material.

To receive full benefits from a treatment apply immediately following damage. Do not let compaction move a tree down the mortality spiral before treating. These treatments can be effective individually and in combination with the tre
growth regulator paclobutrazol.

EXHIBIT "A"

Need Help?

Expertise in tree care can be provided by arborists certified by the International Society of Arboriculture. A list of local certified arborists can be queried by zip code or city at www.isa-arbor.com. You may also contact the local office of the Mississippi Forestry Commission (www.mfc.state.ms.us) or Mississippi State University Extension Service (msucares.com), both have certified arborists on staff.

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Checklist

1. Mapping and Prescription

- ☐ Determine what the client desires and the relative importance of preserving trees.
- ☐ Inventory the construction site and prepare a map that identifies the soil, trees, vegetation, and other resources. Determine which trees are healthy, structurally sound, and located away from construction.

Include in the Construction Plan:

- ☐ A map showing where protection fences are to be located and areas off limits to construction activity.
- ☐ List what alterations in construction are needed to protect important trees.

2. Preconditioning

- ☐ Build access roads and staging areas for construction workers. Ideally these should be part of the final site design. Confirm that soil sterilants to be used are safe for trees.
- ☐ Review with utility personnel the location of lines, trenching, and tunneling activities required.
- ☐ Cut and remove (do not pull) unwanted trees and vegetation in protected areas. Fertilize and mulch the protected root zone of trees to be saved.
- ☐ Install protective fences, drainage, and irrigation (if needed).
- ☐ Determine where to hold topsoil and where construction spoil will be piled.

3. Supervision

- ☐ Meet with the general contractor and agree on construction limits, sites for material storage, parking areas for workers, and location of trailer and portable toilets.

EXHIBIT "A"

- ☐ Agree on material disposal, esp cement, paint, and plastic.
- ☐ Agree on water management. This includes erosion, storm-water run-off, and cleaning cement trucks.
- ☐ On the first day make sure someone is charged with protecting fences from encroachment.
- ☐ Install utility lines first, second driveways, walks, and parking, and third buildings.
- ☐ Check all last minute changes against the plan to ensure tree protection.
- ☐ Inspect the site twice a day.
- ☐ Provide extra water, fertilizer, and insect and disease control to protected trees.
- ☐ Prune/repair injured trees. Reestablish favorable soil conditions following any disturbance.
- ☐ Maintain mulch.

4. After-Care

- ☐ Remove temporary fences and irrigation systems.
- ☐ Rehabilitate compacted and eroded areas.
- ☐ Provide extra water, fertilizer, and insect and disease control to trees protected.
- ☐ Maintain mulch.

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Item # a.

By Stephen G. Dicke, Extension Forestry Professor, Mississippi State University Central Mississippi Research and Extension Center, Raymond, MS and Britt Hubbard, Urban Forester, Mississippi Forestry Commission, Hattiesburg, MS. Funded by a Hurricane Supplemental 2006 grant by the Mississippi Forestry Commission.

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EXHIBIT "A"

EXHIBIT J

SUPPLEMENTAL ARBORIST REPORT

David Garitty | Garitty Tree Care, L.L.C.
ISA Certified Arborist
Louisiana State Licensed Arborist
Louisiana State Licensed Horticulturist
State of Mississippi Licensed Arborist

Supplemental Report Date: March 4, 2026
Original Report Date: January 23, 2026
RE: 43" DBH Live Oak Tree — 115 Demontluzin Avenue
Based on Review of Photographs Taken February 21, 2026

KEY FINDINGS — SUPPLEMENTAL REPORT

Finding	Detail
Condition Escalation	Escalated from "fair to poor" (original report) to "POOR" (supplemental report)
Removal Recommendation	Escalated from "as soon as possible" to "IMMEDIATELY"
Basal Decay	Approximately 65% of the circumference of the base of tree affected by wood decay fungi
Root Flare Deficiency	Lack of proper root flares documented — root flares act as buttress anchoring tree in ground
Arborist Statement	"I feel compelled to submit a supplemental report" — 45 years Live Oak preservation experience
Preservation Candidate	"Would not be a good candidate for tree preservation"

FULL TEXT OF SUPPLEMENTAL REPORT

Kevin Kernion

From: David Garitty <david@garittytreecare.com>
Sent: Wednesday, March 4, 2026 7:33 PM
To: Kevin Kernion
Subject: Supplemental Report to original report dated January 23, 2026

CAUTION EXTERNAL EMAIL: This email originated from outside of Cycle Construction. Do NOT click links or open attachments unless you recognize the sender and know the content is safe.

March 4, 2026

Mr. Kevin Kernion
Ms. Laurie Norman
115 Demontluzin Avenue
Bay St. Louis, MS 39520

RE: Supplemental Report to Original Report dated January 23, 2026 - (2) Live Oak Trees - Evaluation

Dear Mr. Kernion and Ms. Norman:

Upon receiving the (5) additional photographs of the 43" DBH Live Oak Tree dated February 21, 2026 and located on your property at 115 Demontluzin Avenue, Bay St. Louis, MS 39520; I feel compelled to submit a supplemental report to the original report dated January 23, 2026.

I photographically inspected the base of the 43" DBH Live Oak Tree located on your property. The photos reveal more extensive disease, wood decay fungi, at the base of the Tree and lack of proper root flares (approximately 65% of the circumference of the base of Tree). The disease, wood decay fungi, weakens the load bearing structural wood reducing resistance to upper tree weight and wind events; while lack of root flares that act as a buttress, distributing the weight of the tree and anchoring it firmly in the ground, significantly increases the risk of structural failure and tree collapse.

In my 45 years of Live Oak Tree preservation experience, the 43" DBH Live Oak Tree would not be a good candidate for tree preservation. In fact, in my professional opinion, I consider the 43" DBH Live Oak Tree to be in poor condition, hazardous and recommend removing the Tree immediately.

If I can be of further assistance, please do not hesitate to call, text or email.

Sincerely,

David Garitty
Garitty Tree Care

EXHIBIT "A"

EXHIBIT K

THIRD-PARTY ARBORIST REPORT
Professional Disclaimer and Mitigation Standards

Arborist: Vanessa Benson
ISA Certified Arborist SO-11008A
ISA TRAQ Tree Risk Assessment Qualification
Licensed Tree Surgeon TSL 46241 | Louisiana Licensed Arborist #186198
Pass Christian, MS — Hancock County

Report Date: April 16, 2025 | Inspection Date: April 10, 2025

This exhibit presents two excerpts from a third-party licensed arborist's report filed in a prior tree matter. Both excerpts are directly relevant to the present appeal of Application APP-1377 and are submitted to demonstrate that (1) industry-standard arborist disclaimers acknowledge that tree failure cannot be prevented and that removal is the only way to eliminate all risk, and (2) under accepted arboricultural standards, mitigation options are at the discretion of the tree owner — not the City.

EXCERPT 1 — INDUSTRY STANDARD ARBORIST DISCLAIMER

The following disclaimer appears in the Vanessa Benson arborist report and represents the standard professional acknowledgment used by ISA Certified Arborists regarding the limits of tree management and the inherent risk of retaining trees:

> *"Trees can be managed, but they cannot be controlled. To live near a tree is to accept some degree of risk. The only way to eliminate all risks is to eliminate all trees. Arborists and urban foresters are tree specialists who use their education, knowledge, training and experience to examine trees, recommend measures to enhance the beauty and health of trees, and attempt to reduce the risk of living near trees."*

This standard disclaimer, authored by an ISA Certified Arborist with TRAQ (Tree Risk Assessment Qualification), directly supports the position that:

- Tree management measures — including pruning — reduce but cannot eliminate risk
- The only way to eliminate all risk from a hazardous tree is removal
- Living near a tree requires accepting some degree of risk — a standard that is not acceptable where documented structural failure risk is present in the target zone of an occupied residence, adjacent apartment complex, and public pedestrian area

EXHIBIT "A"

EXCERPT 2 — MITIGATION OPTIONS ARE THE TREE OWNER'S DECISION

The same report contains the following language regarding mitigation options and the decision-making authority of the tree owner:

> *All Mitigation options are up to the tree owner to decide which options they will choose according to the level of risk they are willing to accept.*

This language, drawn from accepted arboricultural professional standards, directly supports the position that:

- The decision to accept or reject mitigation alternatives rests with the property owner, not with the City
- The applicants at 115 Demontluzin Avenue, as tree owners, have evaluated the mitigation options presented by the City and, consistent with the recommendation of their licensed arborist and horticulturist, have determined that the level of risk associated with retention is not acceptable
- The City's denial — which substitutes the City's judgment for the tree owner's judgment on acceptable risk — is inconsistent with accepted arboricultural standards as reflected in this third-party professional report

COMBINED RELEVANCE TO APPEAL APP-1377

Read together, these two excerpts from an independent ISA Certified Arborist's report establish that:

Point	Standard	Application
1	Pruning reduces but cannot eliminate tree failure risk	City's pruning suggestion does not eliminate the documented hazard
2	Only removal eliminates all risk	Garitty's removal recommendation is consistent with industry standard
3	Mitigation decisions belong to the tree owner	Applicants have exercised their right to reject inadequate mitigation
4	Professional arborist opinion governs	Garitty holds both arborist and horticulturist credentials; City reviewer does not

Arborist Report

Date: 4-16-25
Date of Inspection: 4-10-25

Arborist: Vanessa Benson
ISA Certified Arborist SO-11008A
ISA TRAQ Tree Risk Assessment Qualification
Licensed Tree Surgeon TSL 46241
Louisiana Licensed Arborist # 186198
1395 Kiln Delisle Rd
Pass Christian Ms 39571
Hancock County
O: 228-547-3861

Client: *William Raines*

Address: Parcel Number 149M-1-29-051.000

Tree Species: *Quercus virginiana* **(Live Oak) Age: mature Health: Fair-good**

Request: Mr.Raines would like to remove the Live Oak Located almost in the center of his property. His concern is that the location of this tree is too close in proximity to the new house he will be building.

Health categories
Very Good
Good
Fair
Poor
Very Poor

Arborist Level 2 Assessment: Based on my observation this tree is in fair to good health. It has natural lion tailing due to too much shade. Underside of the crown has dead branches due to too much shade. The foliage appears to be of good color and density. Two main leaders are Codominant with a narrow u shape union. U shape unions are known to have included bark. Included bark is a weak union that could split more easily than a wide U or L shape. The amount of dead wood and foliage adds weight on this the tree and can cause this type of union to fail.
According to Best Management Practices, Root Management second edition, The Tree Protection Zone (TPZ) is the area which certain activities are prohibited or restricted to prevent or minimize potential injury to designated trees, especially during construction or development.
In my opinion, barriers should be place around the drip line.
Construction under this crown should be prohibited from trunk to drip line. Root cutting and pruning should also be prohibited to maintain the health of the tree.
In my observation, the stakes in the ground marking the four corners of where the house will be located, according to those markings, construction in that area, will kill the tree. I was also able to observe from the ground that the tree had a branch with a fungi. More may be seen using an aerial lift.

Recommendations and Mitigation options:

To retain-
Pruning: Reduction cut pruning of no more than 15-20 % live tissue, cuts no bigger than 2-3 inches in diameter around perimeter of tree.. Prune dead wood. This will reduce weight on unions and allow sun to get to branches to encourage sprouts. Prune diseased and crossing branches. If larger cuts are needed they should be inspected by an ISA Certified Arborist before hand.

Restrictions: My observation was done through a visual inspection only, from the ground.
If retaining
No Lion tail pruning. No cuts larger than 2-3 in in diameter until approved by arborist. No interior live tissue to be pruned.

RCX: Root Crown excavation using a high powered air spade to keep from causing damage to the roots.

Fertilization. Spring and Fall:

EXHIBIT "A"

Treat for Wood Destroying Insects: Call an exterminator with experience of how to treat for WDI without causing harm to the tree.

Removal

My observation was limited to visual inspection only, from the ground.

EXHIBIT "A"

Trees should be assessed by an ISA Certified Arborist annually.

Know and follow all instructions of the Tree Ordinance and laws that apply to trees in your local area.

Trees that are to remain should be protected during construction. Fencing and signage with verbiage warning people to keep out of Tree Protection Zone/ Critical Root Zone should be put in place at drip line to protect remaining trees. Random inspections should be performed by an ISA Certified arborist ,documented, and turned in to the person overseeing the project.

Time Frame 1 year

Disclaimer: Trees can be managed, but they cannot be controlled. To live near a tree is to accept some degree of risk. The only way to eliminate all risks is to eliminate all trees. Arborists and urban foresters are tree specialists who use their education, knowledge, training and experience to examine trees, recommend measures to enhance the beauty and health of trees, and attempt to reduce the risk of living near trees. Vanessa Benson, Stump N Grind LLC, Tree Specialist Arborist Group, LLC, and its arborists do not certify the safety or health of any tree for any period of time. Clients may choose to accept or disregard the opinions of the arborist or seek additional advice. Arborists cannot detect every condition that could possibly lead to the structural failure of a tree. Trees are living organisms that may fail in ways we do not fully understand. Conditions are often hidden within trees and below ground. Arborists cannot guarantee that a tree will be healthy or safe, or fail for that matter, under all circumstances, or for a given period of time. Construction activities are hazardous to trees and cause many short and long-term injuries, which can cause trees to die or fail. Even when every tree is inspected, inspections involve sampling; therefore, some areas of decay or weakness may be missed. Weather, winds and the magnitude and direction of storms are not predictable, and some failures may still occur despite the best application of high professional standards. Likewise, remedial treatments, like any medicine, cannot be guaranteed. Treatments, pruning and removal of trees may involve considerations beyond the scope of the arborist's services such as property boundaries, property ownership, sight lines, disputes between neighbors, landlord-tenant matters, etc. Arborists cannot take such issues into account unless complete and accurate information is given to the arborist. The person hiring the arborist accepts full responsibility for authorizing the recommended treatment or remedial measures. All Mitigation options are up to the tree owner to decide which options they will choose according to the level of risk they are willing to accept. Tree and site conditions are current conditions and are subject to change any time due to trees being exposed to nature and outdoor elements. This report reflects current condition of tree only. The assessment and recommendations are subjective and reports are based on arborist opinions.

Please see following pages for pictures.

EXHIBIT "A"

EXHIBIT M

POST-HOC JUSTIFICATION
Unauthorized Site Visit and Retroactive Assessment

Submitted in Support of Appeal — Application No. APP-1377
115 Demontluzin Avenue, Bay St. Louis, Mississippi 39520
Kevin Kernion and Laurie Norman

This exhibit documents an unauthorized site visit to 115 Demontluzin Avenue on March 23, 2026 — approximately six weeks after the permit was denied and four weeks after the formal appeal was filed — and presents the argument that any assessment or report arising from that visit constitutes post-hoc justification that cannot cure the procedural and substantive defects in the original denial.

PART I — DOCUMENTED TIMELINE

Date	Event	Significance
January 28, 2026	Permit Application APP-1377 submitted with full arborist report from ISA Certified Arborist and Licensed Horticulturist David Garitty	Complete professional expert opinion submitted at time of application
January 29, 2026	Ann Dauphin (Building Clerk) requests supporting documentation. Applicants upload full package same day.	Application complete as of January 29, 2026
February 9, 2026	Statutory seven-working-day deadline elapses	Permit automatically approved under plain language of Sec. 22-116(b)
February 10, 2026	Ann Dauphin posts denial comment stating trees "can be rebalanced and pruned" without any arborist credentials, inspection report, or professional basis	Denial rendered by unqualified Building Clerk with no expert opinion in the record
February 11, 2026	Drew Boxx (Building Inspector) formally confirms denial	No Tree Protection Advisor identified at any point in the record
February 24, 2026	Formal appeal filed by Amanda P. Traxler identifying three independent procedural violations including the absence of a qualified Tree Protection Advisor under Sec. 22-92(b)	Appeal formally places the credential deficiency on the record
March 4, 2026	David Garitty submits supplemental report escalating condition to poor and recommending immediate removal	Expert record further strengthened after appeal
March 16, 2026	Permit department officially closes out the application	City represented the matter as administratively closed
March 23, 2026	Unauthorized group visits the property. Individual believed to be the city's reviewer returns with an outside tree expert (Dr. Malcolm) to assess the	Post-hoc assessment conducted outside the formal record after application was closed

EXHIBIT "A"

Date	Event	Significance
	trees — approximately six weeks after the denial and four weeks after the appeal was filed	

PART II — WHAT POST-HOC JUSTIFICATION IS

Post-hoc justification occurs when a decision-maker renders a ruling without adequate professional basis and then seeks to build supporting evidence after the fact — after the decision has been challenged. The evidence does not drive the decision. The decision drives the evidence-gathering.

In administrative law this is a recognized and serious problem because the integrity of the administrative record depends on the decision being supported by evidence that existed at the time it was made. A decision-maker cannot retroactively cure a defective ruling by producing expert support that was not part of the record when the decision was issued.

Mississippi case law directly supports this principle:

- City of Jackson v. Freeman-Howie, Inc. (2018) — denial not backed by the administrative record cannot stand
- P&Z Comm'n v. Hogg (2001) — commission must make findings supported by evidence at the time of the decision
- City of Ocean Springs v. Home Builders (2006) — inconsistent enforcement cannot be used to prohibit removal

PART III — APPLICATION TO APP-1377

The denial of APP-1377 was rendered on February 10, 2026. At that time, the administrative record contained:

- A complete professional arborist evaluation recommending immediate removal — submitted by the applicants
- No arborist or horticulturist evaluation submitted by or on behalf of the City
- No inspection report, professional credentials, or technical basis provided in support of the denial
- No Tree Protection Advisor identified anywhere in the record

The March 23, 2026 site visit occurred:

- Six weeks after the denial was issued
- Four weeks after the formal appeal was filed
- Seven days after the application was officially closed out by the City
- Without notice to or consent of the property owners

Any report, assessment, or testimony produced by Dr. Malcolm or any other individual as a result of the March 23 visit was not part of the administrative record at the time of the denial. It cannot be introduced to justify a decision that preceded it by six weeks.

Furthermore, the fact that the city's reviewer sought outside expert validation only after the appeal was filed — and only after the Sec. 22-92(b) credential deficiency was formally placed on the record — is itself evidence that the original denial lacked the professional foundation the ordinance requires.

PART IV — THE SEQUENCE SPEAKS FOR ITSELF

A properly conducted permit review follows this sequence:

- Expert assessment → Professional findings → Decision

The sequence here was:

- Decision → Appeal filed → Expert assessment sought

The denial came first. The expert opinion came six weeks later. That is the opposite of how a defensible professional decision is supposed to work, and it is precisely the scenario that the Tree Protection Advisor requirement of Sec. 22-92(b) was designed to prevent.

PART V — REQUEST TO COMMISSION

The applicants respectfully request that the Commission:

- Limit its review to the administrative record as it existed at the time of the February 10, 2026 denial
- Decline to consider any assessment, report, or testimony arising from the March 23, 2026 unauthorized site visit as justification for the original denial
- Note for the record that the unauthorized visit occurred after the application was officially closed and without the property owners' consent
- Recognize that the absence of any expert opinion in the original record — combined with the post-denial effort to obtain one — confirms that the denial was not supported by the professional foundation required by Sec. 22-92(b)

Note: The statements attributed to the individual present on March 23, 2026 are based on partial audio captured by property security cameras. The audio was intermittent and muddled at times. The above represents the applicants' best interpretation of what was said rather than verbatim statements. Video and audio documentation has been preserved and is available for review by counsel.

EXHIBIT N

INTERNAL CREDENTIAL CONFLICT AND DEPARTMENTAL AUTHORITY
Building Clerk as Reviewer — Building Official Bypassed

Submitted in Support of Appeal — Application No. APP-1377
115 Demontluzin Avenue, Bay St. Louis, Mississippi 39520
Kevin Kernion and Laurie Norman

This exhibit presents a supplemental argument based on information captured during an unauthorized site visit on March 23, 2026. It is presented as a supplemental argument based on the applicants' best interpretation of partial audio, and is subject to clarification as additional facts are developed. The core argument does not depend on this exhibit — the procedural violations documented in the appeal stand independently on the administrative record.

PART I — CITY OF BAY ST. LOUIS BUILDING DEPARTMENT STRUCTURE

The City of Bay St. Louis Building Department personnel are publicly identified as follows:

Name	Title	Authority
Rickey Ladner	Building Official	Senior licensed professional. Responsible for all permit decisions, code interpretation, and departmental oversight. Highest technical authority in the department.
Drew Boxx	Building Inspector	Licensed inspector. Conducts field inspections and enforces building codes.
Ann Dauphin	Building Clerk	Administrative position. Responsible for scheduling, filing, portal management, and processing paperwork. No technical licensing or inspection authority.
Vince Owen	Code Enforcement	Handles violations and compliance. Separate from permit approvals.

PART II — WHO RENDERED THE DENIAL

The denial of APP-1377 was rendered by Ann Dauphin in her comment posted February 10, 2026:

> *The 2 trees in question do have some damage from previous hurricanes, but mostly the trees have not had any maintenance pruning in many years. They can be rebalanced and pruned to mitigate potential problems. These trees do not need to be cut down.*

Ann Dauphin holds the title of Building Clerk — an administrative support position. Her title, as publicly listed on the City's own website, carries no arborist license, no horticulturist license, no inspection authority, and no technical qualification to render a professional tree hazard assessment.

Sec. 22-92(b) of the Bay St. Louis Tree Preservation Ordinance requires that all tree removal decisions be rendered by a licensed arborist or horticulturist serving as Tree Protection Advisor. Ann Dauphin meets neither qualification. The City's own organizational structure confirms this.

PART III — THE BUILDING OFFICIAL'S APPARENT POSITION

Rickey Ladner is the Building Official — the senior licensed professional at the top of the department and the person with actual technical authority over permit decisions. Based on partial audio captured during the March 23, 2026 site visit, the individual present made the following statements (presented as best interpretation, not verbatim):

- She referenced "Ricky" by name and stated she and him "have a difference of opinions when it comes to trees"
- She stated she was instructed that these trees should have been reported

If "Ricky" refers to Rickey Ladner, Building Official, these statements raise a significant question: did the Building Official — the senior technical authority in the department — review this application before the denial was issued?

The administrative record contains no evidence that Rickey Ladner reviewed APP-1377 prior to the denial. The denial was rendered by Ann Dauphin (Building Clerk) and confirmed by Drew Boxx (Building Inspector). The Building Official is not identified anywhere in the record in connection with the original denial.

PART IV — THE MOST PLAUSIBLE INTERPRETATION

Giving the Building Official the benefit of the doubt, the most plausible interpretation of the available evidence is:

- Rickey Ladner did not review the original application before the denial was issued
- Ann Dauphin rendered the denial on her own, as Building Clerk, without the Building Official's review or involvement
- When Ladner subsequently became aware of the application — likely after the formal appeal was filed on February 24, 2026 — his position was that the trees "should have been reported," suggesting he recognized the hazard condition
- The disagreement on trees referenced in the audio reflects a fundamental difference in how Ann Dauphin and Rickey Ladner assess tree hazard conditions

If this interpretation is accurate, it means:

- The denial was issued by a Building Clerk acting outside her authority and without the Building Official's knowledge or approval
- The senior technical professional in the department — when he did become aware — reached a conclusion more consistent with the applicants' position than with the denial
- The Tree Protection Advisor requirement of Sec. 22-92(b) was not just violated in a technical sense — the person who should have reviewed it was bypassed entirely

PART V — SIGNIFICANCE TO THE APPEAL

This argument supplements — but does not replace — the procedural violations already documented in the formal appeal. Its significance is threefold:

1. It confirms the Sec. 22-92(b) violation was not a technicality.

The ordinance requires a qualified Tree Protection Advisor precisely because tree disease, structural defects, and hazard assessment require specialized expertise. Ann Dauphin's own statements suggest she acknowledges she is still developing that expertise. The requirement exists for exactly this situation.

EXHIBIT "A"

2. It suggests the Building Official's position supports the applicants.

If Ladner's view is that the trees should have been reported — i.e., flagged as a hazard — then the senior technical professional in the City's own building department reached a conclusion aligned with the applicants' arborist, not with the denial. The Commission should consider what the Building Official would have decided had the application been properly routed to him.

3. It establishes that the denial lacked internal departmental authority.

A Building Clerk rendering a technical tree assessment decision over the apparent objection — or without the knowledge — of the Building Official is not a valid exercise of the City's permitting authority. It is a unilateral administrative action taken by a person with no technical authority to take it.

PART VI — IMPORTANT CAVEATS

The applicants acknowledge the following limitations of this argument:

- The audio captured on March 23, 2026 was intermittent and muddled — the above represents best interpretation, not verbatim statements
- The identity of the woman present on March 23 has not been formally confirmed — this argument assumes she is Ann Dauphin based on available evidence and context
- The identity of "Ricky" has not been formally confirmed — this argument assumes it refers to Rickey Ladner, Building Official, based on the departmental context
- This argument is presented as a supplemental theory pending formal identification and credential verification through a public records request

The applicants respectfully request that the Commission direct the City to identify the individual who assessed the trees in connection with the original denial, produce that individual's professional credentials, and confirm whether the Building Official reviewed the application prior to the February 10, 2026 denial.

Note: Video and audio documentation of the March 23, 2026 site visit has been preserved and is available for review by counsel and the Commission upon request.

EXHIBIT "A"



EXHIBIT "A"

BAY ST. LOUIS
Building Department
688 Highway 90, Bay St. Louis, MS 39520
(228)469-0531 Office (228)466-5519 Fax

TREE WORK PERMIT

PERMIT NO 2026-90

DATE 1/29/26

PERMIT FEE $ 75.00

NAME OF APPLICANT Laurie Norman

ADDRESS OF APPLICANT 115 Demontluzin Ave

TELEPHONE NUMBER 504-616-7964

LOCATION OF WORK 115 Demontluzin

REQUEST TO: REMOVE ✓ PLANT _____ TRIM OR PRUNE _____

IN ACCORDANCE WITH BAY ST. LOUIS ORDIANCE #338 CHAPTER 25 TREE PRESERVATION; I HEREBY REQUEST PERMISSION TO REMOVE, PLANT OR PRUNE TREES ON PRIVATE PROPERTY.

SPECIES	NUMBER OF TREES	SIZE OF TREE
✓ LIVE OAK	2	43" DBH large diseased oak 25" DBH small diseased oak
☐ MAGNOLIA		

PERSON OR COMPANY PERFORMING THE WORK Mowha Wlus Tree Services

APPLIANT'S SIGNATURE _____

APPROVED WITH THE FOLLOWING CONDITIONS: _____

DENIED AND REASON: The 2 trees in question do have some damage from previous hurricanes, but mostly the trees have not had any major canopy issues. They can be rebalanced and pruned to mitigate any potential problems. These trees do not need to be cut down

☐ APPROVED ✓ DENIED 1/29/26 by JH

CITY ARBORIST'S SIGNATURE _____ DATE 1/30/26

Garitty
TREE CARE

525 Calhoun St. ~ New Orleans, LA 70118 ~ m: 504.875.1195
e: David@GarittyTreeCare.com

January 23, 2026

Mr. Kevin Kernion
Ms. Laurie Norman
115 Demontluzin Avenue
Bay St. Louis, MS 39520

RE: (2) Live Oak Trees - Evaluation

Dear Mr. Kernion and Ms. Norman:

On January 12, 2026; you hired me to evaluate (2) Live Oak Trees existing on your property at 115 Demontluzin Avenue, Bay St. Louis, MS 39520. You provided me with (38) photographs of (2) existing Live Oak Trees dated January 15, 2026 and (32) photographs dated December 3, 2025 of a failed Live Oak Tree (12-2-25) in the rear of your property.

I photographically inspected the 43" DBH and the 25" DBH Live Oak Trees located on your property. Both Trees are a continual part of the indigenous Live Oak Tree Hammock along the Mississippi Gulf Coast and have survived several hurricanes over the last 60 years. Both Live Oak Trees appear to be in fair to poor condition exhibiting codominant stem/included bark and the disease, wood decay fungi, at the base of the trunk/root flares. Codominant stem/included bark is a structural defect that predisposes the tree/trunk/branch to failure, while the disease, wood decay fungi, weakens the load bearing structural wood reducing resistance to upper tree weight and wind events.

Upon reviewing photographs of the Live Oak Tree that failed in the rear of your property on December 2, 2025; it was evident that the Live Oak Tree failed due to codominant stem/included bark and the disease, wood decay fungi, at the base of tree.

Live Oaks that are long lived beyond 80 years do not exhibit codominant stem/included bark and the disease, wood decay fungi, at the base/root flares.

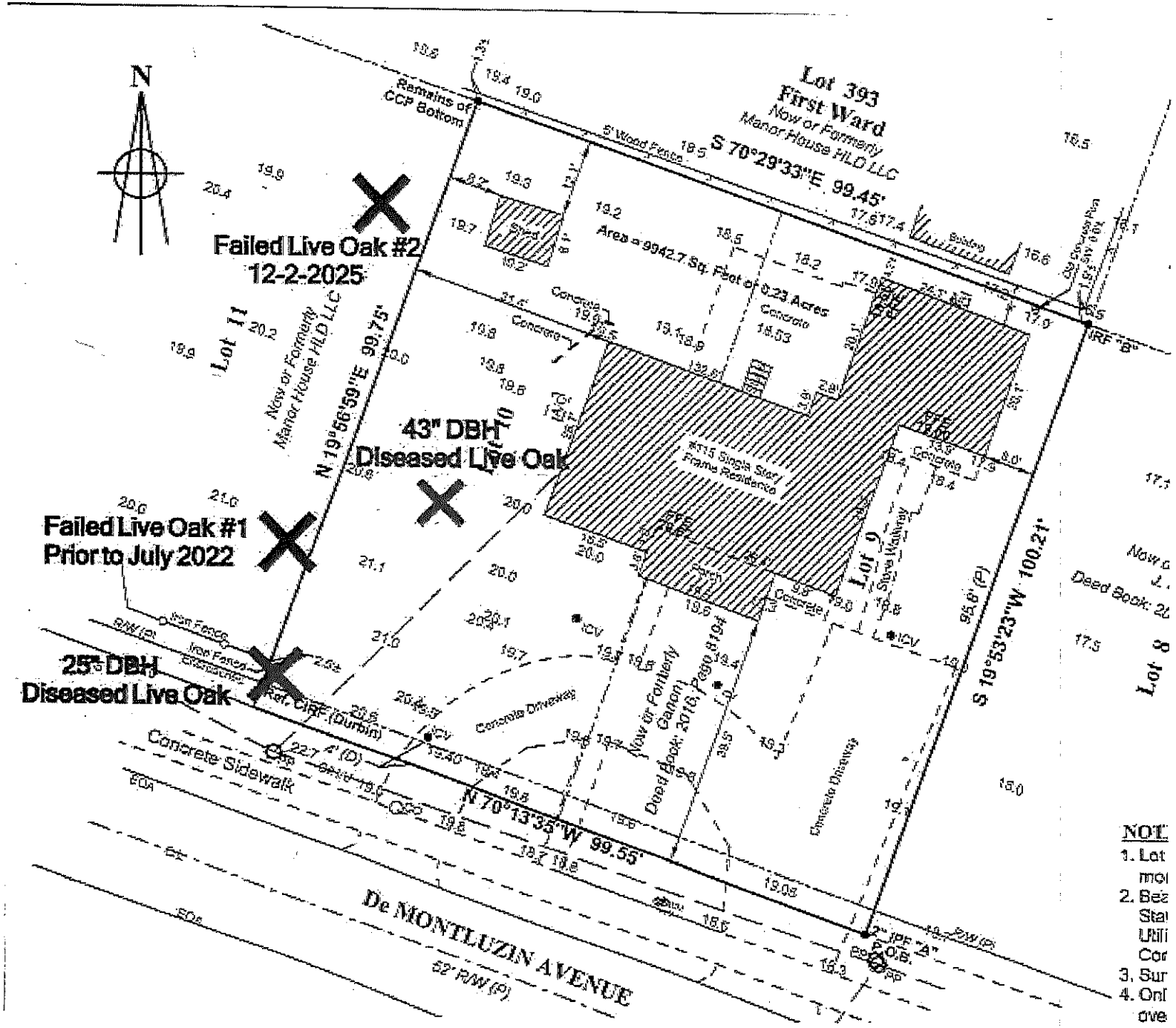
In my professional opinion, I consider both existing Live Oak Trees on your property hazardous and because of the target zone, I recommend removing the (2) Trees as soon as possible.

Due to the fair to poor condition, codominant stem/included bark, the disease (wood decay fungi) and negative value (cost of removing trees) of the (2) Live Oak Trees, mitigation requirements do not apply.

If I can be of further assistance, please do not hesitate to call, text or email.

Sincerely,

David Garitty
Garitty Tree Care


N
Failed Live Oak #2
12-2-2025
43" DBH
Diseased Live Oak
Failed Live Oak #1
Prior to July 2022
25" DBH
Diseased Live Oak
Lot 393
First Ward
Now or Formerly
Manor House HLD LLC
S 70°29'33"E 99.45'
Area = 9942.7 Sq. Feet or 0.23 Acres
Lot 11
Now or Formerly
Manor House HLD LLC
N 19°56'59"E 99.75'
Lot 9
Now or Formerly
Canon
Deed Book: 3016, Page 8194
S 19°53'23"W 100.21'
95.6' (P)
N 70°13'35"W 99.55'
Remains of CCP Bottom
5' Wood Fence
Concrete Sidewalk
Concrete Driveway
Iron Fence
Ref. CIPF (Durbin)
IRF "A"
De MONTLUZIN AVENUE
52' R/W (P)
Lot 8
Deed Book: 2
NOT
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3. Sur
4. Onl
ove

Gmail

Ann dauphin <adauphin@baystlouis-ms.gov>

Notification from MGO Connect - New comment posted on project 2026-90

1 message

no-reply@mygovernmentonline.org <no-reply@mygovernmentonline.org> Tue, Feb 10, 2026 at 9:56 AM
To: adauphin@baystlouis-ms.gov

Notification from MGO Connect

This is an automatic notification for project number 2026-90, located at 115 DEMONTLUZIN AVE Bay St Louis MS 39520.

The following comment was left by Laurie Norman

Good morning,

I'm following up regarding our tree removal permit application submitted through the MGO Connect dashboard for 115 Demontluzin Avenue, Bay St Louis, MS (Application APP-1377, Project#-2026-90. This is our first time using the system for the City of Bay St. Louis, so we want to be sure we are following the correct process.

The application was submitted late evening on January 28, 2026 and the requested supporting documents were uploaded on January 29th, 2026. We noted that a project number has since been assigned and currently listed as "under review".

We reviewed the City's Tree Preservation Ordinance and understand that once a complete submittal is received, a permit is issued or denied within seven working days, and that if the applicant is not notified of approval or disapproval within that timeframe, the permit is considered approved.

As more than seven working days have elapsed since the application submittal was complete, and consistent with the ordinance, we are preparing to proceed with the removal. Could you please advise whether the MGO Connect portal will be updated to reflect approval, or whether a printed copy or screenshot of the application/project record should be used as the posted permit or placard?

Thank you for your assistance. We appreciate your guidance and want to ensure everything is handled correctly.

Best regards,

Kevin Kernion & Laurie Norman

Open comment

Item # a.

Gmail

Ann dauphin <adauphin@baystlouis-ms.gov>

Notification from MGO Connect - New comment posted on project 2026-90

1 message

no-reply@mygovernmentonline.org <no-reply@mygovernmentonline.org> Tue, Feb 10, 2026 at 5:47 PM
To: adauphin@baystlouis-ms.gov

Notification from MGO Connect

This is an automatic notification for project number 2026-90, located at 115 DEMONTLUZIN AVE Bay St Louis MS 39520.

The following comment was left by Laurie Norman

Thank you for the response regarding our tree removal permit application for 115 Demontluzin Avenue (Application APP-1377, Project # 2026-90).

We acknowledge receipt of the denial and would like to respectfully note a procedural concern for the record.

As reflected in the MGO Connect system, the application was submitted on January 28, and all requested supporting documents were uploaded on January 29, rendering the application complete as of that date. Under Sec. 22-116(b) of the City's Tree Preservation Ordinance, a permit is to be issued or denied within seven working days of submittal, and the ordinance further provides that if the applicant is not notified of approval or disapproval within that timeframe, the permit is considered approved.

Given that no approval or denial was issued within the seven-working-day period following the complete submittal, we are seeking clarification as to how the ordinance's "considered approved" provision was applied in this instance.

This correspondence is intended to preserve the procedural record and ensure our understanding of the City's position. We remain committed to complying with all applicable requirements and appreciate your guidance on next steps.

Thank you for your time and attention.

Best regards,

Kevin Kernion & Laurie Norman

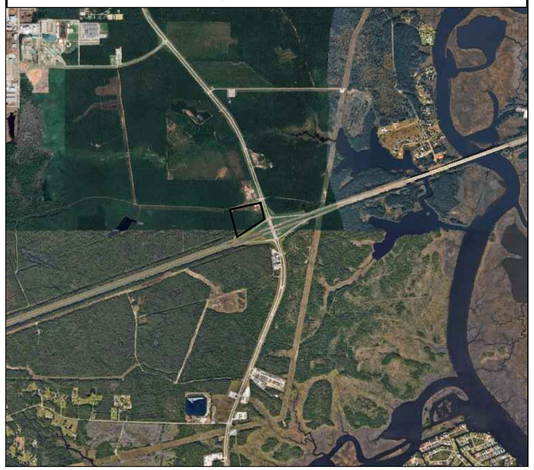
Open comment

RACETRAC BAY ST. LOUIS

I 10 - US 43

DEVELOPMENT PLANS
BAY ST. LOUIS, MS 39520

VICINITY MAP



GENERAL NOTES:

1. IT IS THE CONTRACTOR'S RESPONSIBILITY TO BECOME FAMILIAR WITH THE PERMIT AND INSPECTION REQUIREMENTS OF THE VARIOUS GOVERNMENTAL AGENCIES. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION, AND SCHEDULE INSPECTION ACCORDING TO AGENCY INSTRUCTION.
2. ALL WORK PERFORMED SHALL COMPLY WITH THE REGULATIONS AND ORDINANCES OF THE VARIOUS GOVERNMENTAL AGENCIES HAVING JURISDICTION OVER THE WORK, INCLUDING LANDSCAPING.
3. CONTRACTOR SHALL SUBMIT FOR REVIEW TO THE OWNER'S CONSTRUCTION MANAGER SHOP DRAWINGS ON ALL PRECAST AND MANUFACTURED ITEMS TO USE ON THIS SITE. FAILURE TO OBTAIN APPROVAL BEFORE INSTALLATION MAY RESULT IN REMOVAL AND REPLACEMENT AT CONTRACTOR'S EXPENSE. CONSTRUCTION MANAGER'S APPROVAL OF A SHOP DRAWING DOES NOT RELIEVE CONTRACTOR'S RESPONSIBILITY FOR PERFORMANCE OF THE ITEM.
4. WORK PERFORMED UNDER THIS CONTRACT SHALL INTERFACE SMOOTHLY WITH OTHER WORK BEING PERFORMED ON SITE BY OTHER CONTRACTORS AND UTILITY COMPANIES. IT IS NECESSARY FOR THE CONTRACTOR TO COORDINATE AND SCHEDULE HIS ACTIVITIES, WHERE NECESSARY WITH OTHER CONTRACTOR'S AND UTILITY COMPANIES.
5. MATERIALS AND CONSTRUCTION METHODS FOR STREETS AND STORM DRAINAGE CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LOCAL REGULATORY AGENCY.
6. CONTRACTOR SHALL REVIEW SOIL REPORTS AND BORINGS PRIOR TO BIDDING THE PROJECT AND COMMENCING CONSTRUCTION.
7. AT LEAST 72 HOURS PRIOR TO CONSTRUCTION THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND APPROPRIATE AGENCIES AND SUPPLY THEM WITH ALL REQUIRED SHOP DRAWINGS, THE CONTRACTOR'S NAME, STARTING DATE, PROJECTED SCHEDULE, AND OTHER INFORMATION AS REQUIRED. ANY WORK PERFORMED PRIOR TO NOTIFYING THE ENGINEER OR WITHOUT AGENCY INSPECTOR PRESENT MAY BE SUBJECT TO REMOVAL AND REPLACEMENT AT THE CONTRACTOR'S EXPENSE.
8. THE CONTRACTOR SHALL USE EACH PLAN IN CONJUNCTION WITH THE ENTIRE SET OF DRAWINGS AND JOB SPECIFICATIONS. DO NOT REMOVE OR DEMOLISH ANYTHING WITHOUT VERIFYING AND COORDINATING WITH ALL ELECTRICAL, PLUMBING, MECHANICAL, GENERAL TRADES, AND UTILITY COMPANIES AS THEY AFFECT THE OVERALL PROJECT.
9. ALL WORK SHOWN SHALL BE DONE IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS

SHEET INDEX

NO.	SHEET DESCRIPTION	REV	DATE
COV	COVER SHEET	A	02/03
GR1	GENERAL REQUIREMENTS	A	02/03
C1	DEMOLITION PLAN	A	02/03
C2	EROSION CONTROL PLAN	A	02/03
C2.1	EROSION DETAILS	A	02/03
C3	SITE PLAN	A	02/03
C3.1	SITE DETAILS	A	02/03
C4	GRADING PLAN	A	02/03
C4.1	ENLARGED GRADING PLAN	A	02/03
C5	PAVING PLAN	A	02/03
C7	DRAINAGE PLAN	A	02/03
C7.3	DRAINAGE DETAILS	A	02/03
C8	UTILITY PLAN	A	02/03
C8.1	UTILITY DETAILS	A	02/03
L1	LANDSCAPE PLAN	A	02/03
SD1 – SD8	RACETRAC STANDARD DETAILS	A	02/03

CONSULTANTS

ENGINEER AND SURVEYOR
MP DESIGN GROUP
JACH SCHMIDT, P.E.
918 HOWARD AVE, STE. F
BILOXI, MS 39530
228-388-1950

CONSTRUCTION INFORMATION

811
Know what's below.
Call before you dig.

RACETRAC 24-HOUR PHONE NUMBER:
CONTACT NAME:

CONTACT RACETRAC PETROLEUM, INC. PROJECT MANAGER PRIOR TO ANY REVISIONS TO THE PLAN SUPPLIED BY RACETRAC PETROLEUM, INC.

NO.	ISSUED FOR CITY PERMITTING	DATE
A		02.03.2026

918 Howard Ave Suite F
Biloxi, Mississippi 39530
P: 228.388.1950
www.mpdesigngroup.us

YOUR PROJECT - OUR PRIORITY - NO EXCUSES

MP DESIGN GROUP
MACHADO - PATANO - KILPATRICK - JONES

PERMITTING SET

RaceTrac

RACETRAC, INC.
200 GALLERIA PARKWAY SE
SUITE 900 ATLANTA, GA 30339
(770) 431-7600

GENERAL REQUIREMENTS
RACETRAC - BAY ST. LOUIS
I 10 - US 43
BAY ST. LOUIS, MS
HANCOCK COUNTY

DRAWN-BY	BNOBLIN
DATE	02.03.2026
SCALE	AS NOTED
DRAWING NAME: RACETRAC BSL	
COV	A
SHEET NO.	VERSION

GENERAL NOTES:

1. It is the contractor's responsibility to become familiar with the permit and inspection requirements of the various governmental agencies. the contractor shall obtain all necessary permits prior to construction, and schedule inspection according to agency instruction.
2. All work performed shall comply with the regulations and ordinances of the various governmental agencies having jurisdiction over the work, including landscaping.
3. At least 3 working days prior to construction the contractor shall notify the owner, engineer and appropriate agencies and supply them with all required shop drawings, the contractor's name, starting date, projected schedule, and other information as required. Any work performed prior to notifying the owner & engineer of record or without agency inspector persent may be subject to removal and replacement at the contractor's expense. Failure to obtain approval before installation may result in removal and replacement at the contractor's expense. Contractor shall submit for review to the owner's construction manager, shop drawings on all precast and manufactured items to use on this site. Construction manager's approval of a shop drawing does not relieve contractor's responsibility for performance of the item.
4. Work performed under this contract shall interface smoothly with other work being performed on site by other contractors and utility companies. it is necessary for the contractor to coordinate and schedule his activities, where necessary, with other contractor's and utility companies.
5. Materials and scontruction methods for streets and storm drainage construction shall be in accordance with the local regulatory agency.
6. Contractor shall review soil reports and borings prior to bidding the project and commencing construction.
7. The contractor shall use each plan in conjunction with the entire set of drawings and job specifications. Do not remove or demolish anything without verifying and coordination with all electrical, plubming, mechanical, general trades, and utility companies as they effect the overall project.
8. Refer to architectural drawings for building dimensions.

GENERAL DEMOLITION NOTES & SPECIFICATIONS:

1. The contractor is responsible for all permits required to caryy out the work as shown on the Demolition Plan.
2. The contractor is responsible to verify existing utilities prior to demolition and excavation.
3. The contractor is responsible to comply with all local, state and federal regulations in the removal/demolition of hazardous materials.
4. Contractor is responsible for all registrations, permits and fees required to remove and properly dispose of all demolition materials.
5. Demolition contractor is responsible for obtaining approvals and notifications to all local, state and federal authories.
6. The contractor shall be responsible for the disconnection of the utility services to the existing structures prior to demolition of any buildings. The contractor shall coordinate with respective utility companies prior to the removal and/or reloctican of utilities.
7. The contractor shall coordinate with the utility company concerning portions of work which may be performed by the utility company's forces and any fees which are to be payed to the utility company for their services. The contractor is not ersponsible for paying all fees and charges.
8. The contractor is responsible for the demolition and removal of all structures, pads, walls, flumes, foundations, parking, drives, drainage structures, utilities, etc., such that the improvements shown on the remaining plans can be constructed. All facilities to be removed shall be undercut to suitable material and brought to grade with suitable, compact fill material per the specifications. The contractor is responsible for all permits involved and is responsible for removing and dumping the debris in an approved, lawful manner.
9. All existing utilities are to be removed, terminated and capped at the right-of-way. All existing meters, valves, etc. are to be removed unless otherwise noted on the plans.
10. All existing service lines for telephone, electric, sewer, and cable television services are to be removed to existing trunk lines unless otherwise noted on the plans.
11. Contractor is responsible for all costs involved in the removal or relocation of any utility.The contractor is responsible for coordination with applicable utility companies.
12. The contractor shall maintain all utility services to the existing adjacent businesses at all times. The contractor shall coordinate with the tenant and utility company for the relocation and/or removal of utilities if necessary. Services shall not be interrupted without approval from the tenant.
13. The site may be occupied by existing structures, storm lines, pavement, power poles and utilities. It is the contractor's responsibility to contact all utility companies that may have utilities on the site to get a determination if any utilities existing will be inpacted. The contractor is responsible for determining if the utilities should be abandoned or removed.
14. All areas where pavement, structure slabs, foundations, utilities, conduits, and/or utility structures have been removed shall be backfilled with select backfill material. All select backfill material shall be placed and compated per the requirements of specifications and the owners geotechnical engineer.
15. All existing fences, signs, pwer poles, and light poles located on-site shall be demolished and removed unless otherwise noted.
16. Existing cast in place septic tanks (if found on-site) shall be pumped by a licensed contractor. The septic tank shall then be removed and the area backfilled per the project specifications unless otherwised noted. All work shall be in accordance with health department requirements.
17. Contractor is responsible for walking site and determining extents of demolition work prior to bid date.
18. Existing manhole tops, valve boxes, etc. to remain are to be adjusted as required to match proposed grades. If necessary, re-adjustments shall be performed upon completion of paving and fine grading to ensure a smooth transition.
19. Prior to any work on-site, the contractor shall contact the one call system. The contractor is responsible for all utility removals whether located by the one call system or not.
20. Contractor shall coordinate removal of existing electrical services on-site with the power company. Power company is responsible for the disconnection and removal of existing services unless otherwise noted.
21. Limits of pavement shown to be removed are approximate and for reference only. Contractor shall field verify the limits of pavement to determine the extent of the existing pavement to be removed.
22. If not shown on the demolition drawings, the contractor shall remove all existing materials as necessary to complete all new work as required by other protions of the contract documents.
23. Salvage rights for all demolished materials shall be first given to the owner. Any materials not retained by the owner shall be removed from the site and disposed of by the contractor at the contractor's expense.
24. Refer to survey for limits and boundary of property.

CONTACT RACETRAC PETROLEUM, INC. PROJECT MANAGER PRIOR TO ANY REVISIONS TO THE PLAN SUPPLIED BY RACETRAC PETROLEUM, INC.

EROSION CONTROL NOTES:

1. The contractor shall construct the silt fencing as shown on the Erosion Control Plan at the perimeter of the disturbed area prior to land clearing activities.
2. Land distrubing activities shall be kept to a minimum and will not extend beyond the limits shown.
3. Prior to construction, the erosion and sediment control measures shown on the Erosion Control Plan shall be in place. Clearing and grubbing operations will be engaged in only as necessary to allow the placement of erosion and sediment control measures as shown until all such measures are in place.
4. Contractor shall install temporary construction entrance prior to any earthwork operations.
5. Contractor shall maintain silt fences for the duration of the project until accepted by the owner at no expense to owner.
6. Contractor shall maintain erosion control facilities during the entire construction period. Facilities are not to be removed until completion of the project and the site is stabilized.
7. Silt fences shall be cleaned or replaced when trapped sediment reaches 50 percent of the above ground fence height or a lower height based on maufacturer's specifications.
8. Sediment and erosion control measures will be inspected on a daily basis and repaired, adjusted and maintained as needed or required by governing agencies at no additial expense to the owner to provide erosion and sediment control for the duration of construction and until all disturbed areas are stabilized.
9. Contractor shall inspect on a daily basis for needed removal of any accumulated silts, debris, or repair of damaged silt fence at no additional expense to owner.
10. All erosion control measures except the required rip rap are temporary devices. These temporary devices shall be removed prior to completion of construction once stabilization of all grassed areas are complete.
11. Additional devices may be required as deemed necessary by governing authorities.
12. All graded areas shall be stabilized with a permanent fast growing cover and/or mulch upon completion of grading operations. Completion of grading operations does not mean at the end of the project. As soon as final grades are established in an unpaved area, the contractor shall stabilize with a temporary grass or permanent sod. If a temporary grass is applied, it will be the contractor's responsibility to apply a permanent seed or sod at the proper time of year.
13. Fill slopes should be planted as soon as an area of the site is brought to final grade. Surface runoff shall be intercepted at the top of temporary and permanent slopes during construction so that water is not allowed to flow over the slope face.
14. The general contractor and the grading contractor shall review there proposed grading sequence to insure that the least amount of land possible at any one time is dusturbed with out permanent stabilizaiton.
15. Contractor shall be responsible to ensure compliance with the N.P.D.E.S. Stormwater requirements. This includes, but is not limited to, inspection requirements.
16. Contractor is responsible for repairs or damage to any existing improvemetns during construction, sush as, but not limited to, drainage, utilities, pavement, striping, curb, etc., and all repairs shall be equal to or better than existing conditions.

SITE PLAN NOTES:

1. Boundary and topographic survey was prepared by MP DESIGN GROUP dated 12/01/2022.
2. Contractor shall refer to plans by architect for exact locations and dimensions of vestibule, towers, slope paving, columns, door locations, sidewalks, exit porches, ramps, precise building dimensions, and exact building utility entrance locations.
3. Contractor shall refer to plans by others for entry locations of all water, sewer service, electrical, and telephone service. Contractor shall coordinate installation of utilities in such a manner as to avaid conflicts and assure proper depths are achieved as well as coordinating with the regulatory agency as to the location and tie-in locations and/or connections to their facilities.
4. Contractor shall be responsible for all relocations, including but not limited to, all utilites, storm drainage, signs, traffic signals and poles, etc. as required for all site improvements. All work shall be in accordance with governing authorities specifications and shall be approved by such.
5. Existing utility lines shown are approximate locations only. The contractor shall field verify all existing utility line locations prior to any construction. Any deviations from the design locations shall be reproted to the owner or engineer prior to construction.
6. See Cover Sheet for list of utility compaines and contact persons.
7. All necessary permits and approvals from agencies governing the construction of this work shall be secured prior to beginning construction.
8. The contractor is responsible for the protection of all areas indicated to remain undisturbed or to remain as buffers, all property corners, and coordination of a registered land surveyor to replace all pins eliminated or damaged during construction.
9. Existing structures within constuction limits are to be abandoned, removed, or relocated per plans. All cost shall be included in base bid.
10. Contractor is responsible for repairs or damage to any existing improvements during constructon, such as but not limited to, drainage, utilities, pavement, striping, curb, etc, and all repairs shall be qual to or better than existing conditions.
11. The contractor shall coordinate the installation of all underground utilities with his work. All underground utilities (water, sanitary sewer, storm sewer, electrical conduit, irrigation systems, and any other miscellaneous utilities) shall be in place prior to the placement of base course material, and the placement of any appriate soil stabilazation technique.
12. Contractor shall provide bollards for protection of all above ground utilites and appurtenances adjacent to drive areas.
13. Contractor shall match existing pavement in grade and alignment.
14. Construction shall comply with all governing codes and improvements shall be constructed to the same.
15. All work shall be done in accordance with the plans and specifications.
16. All work and material shall comply with all regulatory agency's regulations and codes and O.S.H.A. standards.

DIMENSION NOTES:

1. All dimensions shown to building are to face of structural CMU.
2. All curb dimensions are to the face of gutter of curb unless otherwise noted.

TANK NOTES:

TOP OF TANK ELEVATION= XXX.X'

CONTRACTOR SHALL MAINTAIN A MINIMUM GROUND COVER OF 3' OVER UNDERGROUND STORAGE TANKS.

GRADING PLAN NOTES:

1. Topographic information was taken from a topographic survey by MP DESIGN GROUP dated 12/01/2022. If contractor does not accept the existing topography as shown on the plans, without exception, he shall have made, at his expense, a topographic survey by a registered land surveyor and submit it to the owner for review.
2. Existing contours interval is shown at one foot (1').
3. The contractor is specifically cautioned that the location and/or elevation of existing utilities (above and below ground) as shown on the these plans is based on record on either the various utility companies, visual observations at the site, existing surveys and/or where possible, measurements taken in the field. Racetrac Petroluem does not guarantee that existing utility locations area exact and the information is not to be relied on as being exact or complete. It shall be the responsibility of the contractor to determine the exact locations of existing utilities (above and below ground) before beginning any construction. The contractor must call the appropriate utility complany at least forty-eight hours (48 hrs) before any excavation to request exact field location of utilities. It shall be the responsibility of the contractor to relocate all existing utilities which conflict with the proposed improvements shown on the plans.
4. It shall be the responsibility of the contractor to notify owner and/or engineer of any utility conficts with the proposed improvements shown on the plans.
5. All cut or fill slopes shall be 3:1 or flatter unless otherwise noted.
6. Contractor shall verify horizontal and vertical location of all existing storm sewer structures, pipes, and all utilities prior to construction.
7. Clearing and grubbing limits shall include all areas disturbed by grading operations. Contractor is responsible for the protection of all undisturbed areas, all property corners, and coordination of a registered land surveyor to replace all pins eliminated or damaged during construction.
8. Existing drainage structures to remain are to be inspected and repaired as needed, and existing pipes to be cleaned out to remove all silts and debris.
9. If any existing structures to remain are damaged during construction, it shall be the contractors responsibility to repair and/or replace the existing structure as necessary to return it to existing conditions or better.
10. Contractor is responsible for repairs of damage to any existing improvements during construction, such as, but not limited to, drainage, utilites, pavement, striping, curbs, etc. and all repairs shall be equal to or better than existing conditions.
11. All unsurfaced areas in disturbed by grading operations shall receive four inches (4") of topsoil, seed, mulch,water, etc. Contractor shall grass disturbed areas in accordance with the landscape plan and City/County specifications until healthy stand of grass is obtained.
12. Proposed spot elevations represent finished pavement or ground surface grade unless otherwise noted on drawings.
13. Contractor shall trim, tack, and match existing pavement at locations where new pavement meets existing pavement.
14. All grading operations shall be staked by a registered civil engineer or licensed land surveyor approved by the owner.
15. Reference structural specifications and geotechnical report for building pad preparation and compaction.
16. Contractor to review boring logs provided by RaceTrac.
17. All storm pipe entering structures shall be grouted to assure connection at structure is watertight.
18. All storm sewer manholes in paved ares shall be flush with pavement, and shall have traffic bearing ring and covers.
19. Existing manhole tops, valve boxes, etc. to remain are to be adjusted as required to match proposed grades. If necessary, re-adjustments shall be performed upon completion of paving and fine grading to ensure a smooth transition.
20. The contractor shall adhere to all terms and conditions as outlind in the General N.P.D.E.S. Permit for storm water discharge associated with construction activities.
21. Contractor shall assure positive drainage away from building and for all natrual and paved areas.
22. All retaining walls to be protected during backfill by contractor. This includes but is not limited to, providing and installing proper bracing during backfill being places adjacent to retaining walls.

STORM DRAINAGE NOTES:

1. ALL PIPES ENTERING STORM SEWER STRUCTURES SHALL BE SEALED TO ASSURE CONNECTION AT STRUCTURE IS WATER TIGHT.
2. REFERENCE DETAIL SHEETS FOR STORM WATER DETAILS.
3. THE CONTRACTOR SHALL SUBMIT BUOYANCY CALCULATIONS ON ALL RUNS OF PIPE THAT DO NOT UTILIZE CONCRETE PIPE. BUOYANCY CALCULATIONS SHALL BE PREPARED, SIGNED, AND SEALED BY A REGISTERED ENGINEER, SHALL REPRESENT ACTUAL FIELD CONDITIONS, AND SHALL DEMONSTRATE THAT THE PIPE UTILIZED WILL NOT BECOME BUOYANT UNDER ANY CONDITIONS. THE CONTRACTOR MAY ELECT TO PROVIDE A RESTRAINING SYSTEM, DESIGNED BY A REGISTERED ENGINEER, ADEQUATE TO RESIST BUOYANT FORCES WHERE NECESSARY.

STRUCTURE TYPES:

1. DRAINAGE STRUCTURES SHALL BE PRECAST OR CAST-IN-PLACE CONCRETE IN ACCORDANCE WITH DOTD REQUIREMENTS AS FOLLOWS:
   - A. AREA INLETS - CB-01 OR PC-01 (PIPE SIZE 36" AND SMALLER) ALL INLET FRAMES AND GRATES SHALL BE VULCAN FOUNDRY CORP. CATALOG # V-4863 OR EQUAL.
   - B. TRENCH DRAINS SHALL BE AQUADUCT. PROVIDED BY RACETRAC AND INSTALLED BY GENERAL CONTRACTOR.

SITE SPECIFIC NOTES:

1. CONTRACTOR TO INCLUDE FOR ALL SECONDARY CONDUITS (CONDUIT ONLY) DEPICTED ON UTILITY PAGE IN BASE BID. INCLUDE FOR LENGTH UP POLE APPROX 30FT. WIRE IS ASSUMED TO BE BY UTILITY DEPARTMENT. SECONDARY WIRE WILL BE PROVIDED IN BID AS AN ALTERNATE PRICE IN L.F. AND HANDLED AS A CHANGE ORDER IF REQUIRED.
2. CONTRACTOR TO INCLUDE TWO (2) 1" CONDUIT TO BOTH SIGN LOCATIONS.
   - A. ONE (1) 1" CONDUIT IS FOR ELECTRICAL.
   - B. ONE (1) 1" CONDUIT IS FOR COMMMUNICATION.
   - C. CONTRACTOR IS RESPONSBILE TO PROVIDE CAT 5 HOME-RUN BETWEEN PRICE SIGN AND FINAL DESTINATION INSIDE THE BUIILDING. FINAL DESTINATION TO BE DETERMINED BY RACETRAC CONSTRUCTION MANAGER DURING CONSTRUCTION.
3. CONTRACTOR TO SEE SHEET SD1 FOR AIR/VAC SERVICE STATION ELECTRICAL REQUIREMENTS.
   - A. CONTRACTOR TO PROVIDE SMALL CONCRETE UTILITY VAULTS FOR UTILITY JUNCTIONS. CONCRETE VAULT TO BE FLUSH WITH CONCRETE OR LANDSCAPING.
   - B. AIR/VAC SERVICE STATION ELECTRICAL CONDUITS TO BE 1".
   - C. INCLUDE A WEATHER PROOF JUNCTION BOX INSIDE OF THE CONCRETE VAULT. LEAVE THREE (3) PULL STRINGS INSIDE CONDUIT FOR FUTURE USE.

PAVING & STRIPING NOTES:

1. Standard duty pavement areas shall be portland cement concrete. Details of the standard duty concrete pavement are provided on detail sheets.
2. Area over tanks, dumpster pad, and the approach in front of the dumpster to be eight inches (8") thick 4000 PSI w/ fiber mesh and number five (#5) rebars placed eighteen inches (18") on center each way.
3. Notify owner 3 days prior to pour of initial section of driveway paving. Racetrac representative to approve initial pour.
4. Testing of materials required for the construction of the paving improvements shall be performed by an agency, approved by the owner, for testing materials. It shall be the contractor's responsibility to ensure, by the standard testing procedures, that the work constructed meets the requirements of the project specifications.
5. All signs, pavement markings, and other traffic control devices shall conform to the "manual on uniform traffic control devices" latest edition.
6. Traffic control shall be in accordance with the state dot standard specifications for roads and bridges. The contractor shall review all traffic control devices with dot prior to installation.
7. Contractor shall furnish and install all pavement markings for parking stalls, handicapped parking symbols, and miscellaneous striping within parking lot and around building.
8. See Irrigation Plasn and MEP Plans prior to paving for location of proposed sleeving and conduits. Extra conduit shall be placed under driveways for future use.
9. All handicap ramping, striping, and pavement markings shall conform to the americans with disabilities act of 1990.
10. **Contractor to submit a pouring plan to the construction manager prior to the beginning of any paving work.**
11. **Contractor shall install slab construction joints at the end of a days pour. Slab contraction and slab construction joints are to be installed in accordance with the concrete specifications as shown on the RaceTrac Standard Details, sheets SD3 and SD4.**
12. Paving contractor to coordinate with building contractor on the construction and paving near the screening walls and the dumpster pads.
13. All discrepancies found by contractor related to underground utilities or other appurtenances shall be resolved to the satisfaction of owner and engineer prior to placement of any paving. Contractor to ensure positive drainage from the proposed buildings and no ponding in subgrade of areas to be paved, and notify owner and engineer if any discrepancies are found prior to installation of any paving.
14. Existing manhole tops, valve boxes, etc. to remain are to be adjusted as required to match proposed grades. If necessary, re-adjustments shall be performed upon completion of paving and fine grading to ensure a smooth transition.
15. All joints shall extend through the curb.
16. Compaction shall be done in accordance with the recommendations of the geotechnical report.
17. All pavement to be sloped for positive drainage.

UTILITY NOTES:

1. The contractor is specifically cautioned that the location and/or elevation of existing utilities (above and below ground) as shown on the these plans is based on record on either the various utility companies, visual observations at the site, existing surveys and/or where possible, measurements taken in the field. Racetrac Petroluem does not guarantee that existing utility locations area exact and the information is not to be relied on as being exact or complete. It shall be the responsibility of the contractor to determine the exact locations of existing utilities (above and below ground) before beginning any construction. The contractor must call the appropriate utility complany at least forty-eight hours (48 hrs) before any excavation to request exact field location of utilities. It shall be the responsibility of the contractor to relocate all existing utilities which conflict with the proposed improvements shown on the plans.
2. Contractor shall verify horizontal and vertical location of all existing storm sewer structures, pipes, and all utilities prior to construction. Existing utility lines shown are approximate locations only. The contractor shall field verify all existing utility line locations prior to any construction. Any deviations from the design locations shall be reported to the owner and engineer of record prior to construction.
3. Contractor to remove or relocate when applicable, all existing buildings, foundations, easements, and connecting improvements, drain pipes, sanitary sewer pipe, power poles and guy wires, water meters and water lines, wells, sidewalks, sign poles, underground gas, septic tanks, and asphalt, shown and not shown, within construction limits and where needed, to allow for fill material, unless otherwise denoted, to be removed as unclassified excavation.
4. Contractor is responsible for repairs of damage to any existing improvements during construction, such as, but not limited to, utilities, pavement, striping, curbs, etc. Repairs shall be equal to or better than existing conditions.
5. Contractor shall refer to architects plans and specifications for actual location of all utility entrances to include sanitary sewer laterals, domestic and fire protection water service, electrical, and telephone. Contractor shall coordinate installation of utilities in such a manner as to avoid conflicts and assure proper depths are achieved as well as coordinating with city utility requirements as to locations and scheduling for tie-ins/connections prior to connecting existing facilities.
6. Contractor shall coordinate with architectural plans, power company, & telephone company for actual routing of power and telephone service to building.
7. See detail sheets for backfilling and compaction requirements on utility trenches.
8. Contractor shall comply to the fullest extent with the latest standard of osha directives or any other agency having jurisdiction for excavation and trenching procedures. The contractor shall use support systems, sloping, benching, and other means of protection. This to include but not limited to, access and egress from all excavation and trenching. The contractor is responsible for complying with the performance criteria for OSHA.
9. Contractor shall coordinate with other utilities to assure proper depth and prevent any conflict of utilities.
10. The minimum horizontal separation between the closest two points of the water and sewer line is ten (10) feet, or minimum vertical separation between the closest two points of the water and sewer line is eighteen (18) inches.
11. Contractor shall grout around all pipe entrances to sanitary sewer manholes with non-shrinking grout to assure connection is water tight.
12. Contractor shall on all utilities, coordinate inspection with the appropriate authorities prior to covering trenches at installation.
13. The contractor shall conduct all required tests to the satisfaction of the respective utility companies and owners inspecting authorities.
14. Site contractor to coordinate proposed reconnection of all utilities with Architectural Plans as well as utility companies and building contractor. The general contractor is responsible for any and all expenses that result from delayed or failed test during any phase of the construction process. This includes fees incurred through rescheduling of any racetrac vendors or equipment to accommodate.
15. All water and sanitary sewer crossings to be perpendicular with a full stick of ductile iron pipe in the sewer lines at the crossing.
16. Contractor to coordinate with signage contractor and architect for exact location of signage, required electrical conduits, foundations, etc.
17. See cover sheet for list of utility companies and contact persons.
18. Contractor shall provide bollards for protection of all above ground utilities and appurtenances adjacent to drive areas.

NO.	ISSUED FOR CITY PERMITTING	DATE
A		02.03.2026

MP DESIGN GROUP
MACHADO · PATANO · KILPATRICK · JONES
918 Howard Ave Suite F
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P: 228.388.1950
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PERMITTING SET

RACETRAC, INC.
200 GALLERIA PARKWAY SE
SUITE 900 ATLANTA, GA 30339
(770) 431-7600

GENERAL REQUIREMENTS

RACETRAC - BAY ST. LOUIS

I 10 - US 43
BAY ST. LOUIS, MS
HANCOCK COUNTY

DRAWN-BY	BNOBLIN
DATE	02.03.2026
SCALE	AS NOTED
DRAWING NAME: RACETRAC BSL	
GR	A
SHEET NO.	VERSION

LEGEND

- LIMITS OF DISTURBANCE / AREA OF DEMOLITION, CLEARING & GRUBBING — AREA = 607260 SF ± 13.94 ACRES ±
- x x x x x DENOTES UTILITIES TO BE RELOCATED (SEE DEMO NOTES)
- DENOTES PAVEMENT AND CURBING TO BE REMOVED

SITE DEMOLITION REMOVAL NOTES

1. CONTRACTOR SHALL COORDINATE EXISTING OVERHEAD POWER SERVICE WITH LOCAL PROVIDER TO BE REMOVED. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL AND DISPOSAL OF ANY AND ALL DEBRIS RELATED TO THIS ITEM.
2. CONTRACTOR SHALL REMOVE EXISTING DRAINAGE PIPE. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL AND DISPOSAL OF ANY AND ALL DEBRIS RELATED TO THIS ITEM.
3. CONTRACTOR SHALL CLEAR AND GRUB WOODED AREA. ALL TREES WITHIN EXTENTS TO BE REMOVED CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL DEBRIS RELATED TO THIS ITEM.
4. CONTRACTOR SHALL REMOVE LIGHT POLE. CONTRACTOR SHALL COORDINATE DISCONNECTION OF POWER WITH LOCAL PROVIDER. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL AND DISPOSAL OF ANY AND ALL DEBRIS RELATED TO THIS ITEM.
5. CONTRACTOR SHALL RELOCATE (2) TWO TRANSFORMERS, SEE SHEET C8 FOR DETAILS. CONTRACTOR SHALL COORDINATE RELOCATION WITH LOCAL UTILITY PROVIDE. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL AND DISPOSAL OF ANY AND ALL DEBRIS RELATED TO THIS ITEM.
6. CONTRACTOR SHALL REMOVE EXISTING CONCRETE AND ASSOCIATED CURB AND GUTTER. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL AND DISPOSAL OF ANY AND ALL DEBRIS RELATED TO THIS ITEM.

D=1°31'39"
L=320.73
R=12029.42
CB=N71°38'35"E
CD=320.72

N18°41'45"E 63.70'

N18°41'45"W 118.34'

12" PVC:
INV=6.56'

N71°26'26"E 926.21'

BURRIED SEWER MANHOLE

FIBER OPTIC PULL BOX

TRANSFORMER

SEWER MANHOLE:
TOP=8.93'
8" PVC W INV=3.83'

N71°18'16"E 318.81'

30" RCP:
INV=6.01'

30" RCP:
INV=6.00'

SEWER MARKER

AIR RELEASE VALVE

BOLLARD (TYPICAL)

S18°49'49"E
182.75'

COMMUNICATIONS PEDESTAL

S18°40'20"E 134.04'

18" RCP:
INV=5.56'

S86°06'06"E 43.05'

COMMUNICATIONS MARKER

S01°50'44"W 87.91'

20' WIDE SEWER EASEMENT PER DEED BOOK 2011, PAGE 5496, EXHIBIT "B"

S01°44'42"W 180.83'

MDOT NO ACCESS

WESTERN MAP PER MDOT P.I. 79-0067-01 -003-'0'

N18°41'45"W 566.85'

NOW OR FORMERLY
PPM DEVELOPMENT, LLC.
DEED BOOK 2024,
PAGE 2998,
PARCEL NUMBER
133 -0-07-006.000

NOW OR FORMERLY
PPM DEVELOPMENT, LLC.
DEED BOOK 2024,
PAGE 2998,
PARCEL NUMBER
1330-0-08-002.001

WOODLINE

S56°37'31"W 673.10'

272.00' (AVG) Public Right-Of-Way

271.00'

0' 20' 40' 80'
GRAPHIC SCALE
1" = 40'

NO.	ISSUED FOR CITY PERMITTING	DATE
A		02.03.2026

MACHADO · PATANO · KILPATRICK · JONES
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PERMITTING SET

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200 GALLERIA PARKWAY SE
SUITE 900 ATLANTA, GA 30339
(770) 431-7600

DEMOLITION PLAN

RACETRAC - BAY ST. LOUIS

I 10 - US 43
BAY ST. LOUIS, MS
HANCOCK COUNTY

DRAWN-BY	BNOBLIN
DATE	02.03.2026
SCALE	AS NOTED
DRAWING NAME:	RACETRAC BSL
C1	A
SHEET NO.	VERSION

SWPPP LEGEND

- DENOTES PERIMETER CONTROL (SILT FENCE)
- DENOTES INLET PROTECTION
- DENOTES CONSTRUCTION ENTRANCE/EXIT

78 PARKING STALLS
RACETRAC MARKET
#[illegible]
FFE 19.50'

N

0' 20' 40' 80'
GRAPHIC SCALE
1" = 40'

NO.	ISSUED FOR CITY PERMITTING	DATE
A		02.03.2026

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PERMITTING SET

RaceTrac

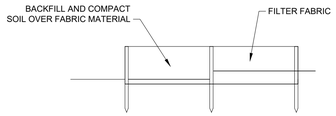
RACETRAC, INC.
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(770) 431-7600

EROSION

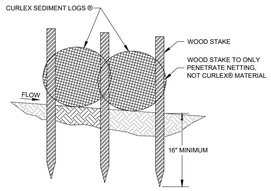
RACETRAC - BAY ST. LOUIS

I 10 - US 43
BAY ST. LOUIS, MS
HANCOCK COUNTY

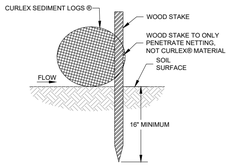
DRAWN-BY	BNOBLIN
DATE	02.03.2026
SCALE	AS NOTED
DRAWING NAME:	RACETRAC BSL
C2	A
SHEET NO.	VERSION



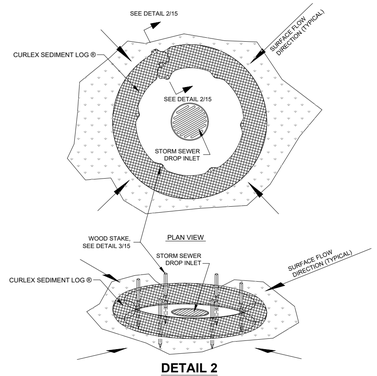
FRONT
FILTER BARRIER
N.T.S.



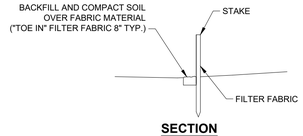
STAKE DETAIL
N.T.S.



DETAIL 1
STAKE SEDIMENT LOG DETAIL
N.T.S.

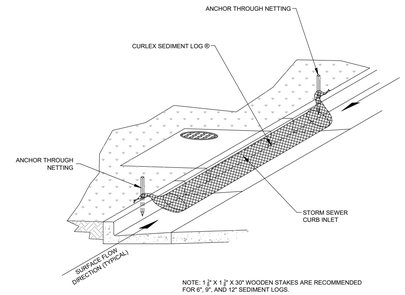


DETAIL 2
CURLEX SEDIMENT LOGS ®
DROP INLET PROTECTION
N.T.S.



SECTION
N.T.S.

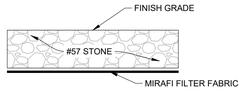
DETAIL 3
STAKED SILT FENCE
N.T.S.



NOTE: 1 ½" X 1 ½" X 30" WOODEN STAKES ARE RECOMMENDED FOR 6", 9", AND 12" SEDIMENT LOGS.

1 ½" X 1 ½" X 48" WOODEN STAKES ARE RECOMMENDED FOR 20" SEDIMENT LOGS.

DETAIL 4
CURLEX SEDIMENT LOGS ®
CURLEX INLET PROTECTION
N.T.S.



DETAIL 5
TEMPORARY CONSTRUCTION
ENTRANCE SECTION
N.T.S.

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MACHADO PATANO KILPATRICK JONES

PERMITTING SET

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SUITE 900 ATLANTA, GA 30339
(770) 431-7600

EROSION DETAILS

RACETRAC - BAY ST. LOUIS

I 10 - US 43
BAY ST. LOUIS, MS
HANCOCK COUNTY

DRAWN-BY	BNOBLIN
DATE	02.03.2026
SCALE	AS NOTED
DRAWING NAME:	
RACETRAC BSL	
C2.1	A
SHEET NO.	VERSION

SITE DATA TABLE	
TOTAL PARKING SPACES	78
ADA ACCESSIBLE PARKING SPACES	2
TRACTOR/TRAILER PARKING SPACES	25

25' SIDE TANK AND CANOPY SETBACK

STOP SIGN

25' FRONT BUILDING, TANK, AND CANOPY SETBACK

25' REAR TANK AND CANOPY SETBACK

20' ACCESS GATE

CHAIN LINK FENCE

78 PARKING STALLS
RACETRAC MARKET
± 5,100 SQ. FT.
FFE 19.00'

111.28'

140'

325'

75'

50'

30'

150'

80'

100'

40'

22.54'

17.5'

R30' R15' R10' R5' R3' R40'

0' 20' 40' 80'
GRAPHIC SCALE
1" = 40'

DATE	NO.	ISSUED FOR CITY PERMITTING
02.03.2026	A	

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SITE PLAN

RACETRAC - BAY ST. LOUIS

I 10 - US 43
BAY ST. LOUIS, MS
HANCOCK COUNTY

DRAWN-BY	BNOBLIN
DATE	02.03.2026
SCALE	AS NOTED
DRAWING NAME:	RACETRAC BSL
C3	A
SHEET NO.	VERSION

GATE POST SCHEDULE				
GATE OPENING	POST TYPE & MIN. SIZE ROUND SIZE (NPS)	MIN. ANCHOR SIZE HOLE DIA.	HOLE DEPTH	POST DEPTH
UP TO 6' SINGLE UP TO 12' DOUBLE	2 1/2"	16"	48"	42"
OVER 6' TO 13' SINGLE OVER 12' TO 26' DOUBLE	3 1/2"	16"	48"	42"
OVER 13' TO 18' SINGLE OVER 26' TO 36' DOUBLE	6"	16"	48"	42"
OVER 18' SINGLE OVER 36' DOUBLE	8"	24"	48"	42"

NOTE:
1. MESH FENCE FABRIC SHALL BE CLASS 2B, 8 GAUGE BLACK VINYL COATED.
2. ALL REMAINING FENCING HARDWARE, MATERIAL AND POST SHALL BE POWDER COATED BLACK.

FENCE POST & RAIL SCHEDULE					
FENCE HEIGHT	POST TYPES	MINIMUM POST SIZE ROUND NPS (I.D.)	MIN. ANCHOR SIZE HOLE DIA.	HOLE DEPTH	POST DEPTH
LESS THAN 6'	LINE	1 1/2"	7"	28"	22"
LESS THAN 6'	END, CORNER, PULL, & BRACE	2"	10"	32"	28"
6' THRU 12'	LINE	2"	9"	42"	36"
6' THRU 12'	END, CORNER, PULL, & BRACE	2 1/2"	12"	48"	42"
6' THRU 12'	TOP RAILS & HORIZ. BRACE	1 1/4"	N/A	N/A	N/A

MINIMUM GATE FRAME (I.D. NPS)			
GATE OPENING	TOP & BOTTOM MEMBERS	VERT. MEMBERS	HORIZ. & DIAG.
UP TO 6' SINGE UP TO 12' DOUBLE	1 1/4"	1 1/4"	1 1/4"
OVER 6' TO 14' SINGLE OVER 12' TO 28' DOUBLE	2 1/2"	1 1/2"	1 1/4"

* THESE SIZES SHALL BE AS PER GATE MANUFACTURERS RECOMMENDATION OR AS A MINIMUM TO THE SIZES SHOWN IN THIS SCHEDULE, THE PLANS, OR SPECIAL DETAILS AS APPROVED BY THE ENGINEER.
(NPS) = NOMINAL PIPE SIZE
(ID) = INSIDE DIAMETER

1 TYPICAL CHAIN LINK FENCE DETAILS

NOT TO SCALE

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PERMITTING SET

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SITE DETAILS

RACETRAC - BAY ST. LOUIS

I 10 - US 43
BAY ST. LOUIS, MS
HANCOCK COUNTY

DRAWN-BY	BNOBLIN
DATE	02.03.2026
SCALE	AS NOTED
DRAWING NAME: RACETRAC BSL	
C3.1	A
SHEET NO.	VERSION

GRADING LEGEND

- 1185.50 — DENOTES PROPOSED SPOT ELEVATIONS
- 30 — DENOTES EXISTING GRADE CONTOUR
- 30 — DENOTES FINISHED GRADE CONTOUR
- -3.50% — DENOTES WATERSHED FLOW DIRECTION

78 PARKING STALLS
RACETRAC MARKET
& 100 SQ. FT.
FFE 19.00'

DETENTION POND
TOP=9.00'
BOTTOM=5.50'
REQUIRED CAPACITY:53,491
PROVIDED CAPACITY:73,261

GRAPHIC SCALE
1" = 40'
0' 20' 40' 80'

NO.	DESCRIPTION	DATE
A	ISSUED FOR CITY PERMITTING	02.03.2026

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PERMITTING SET

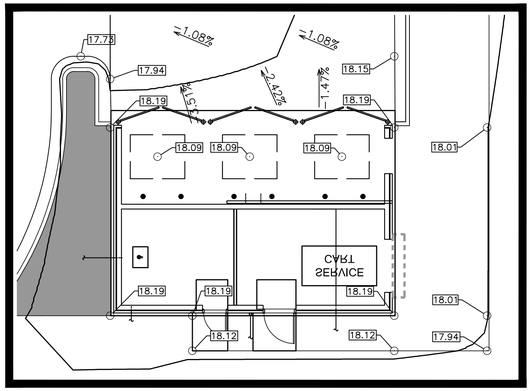
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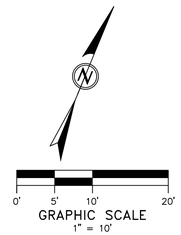
GRADING PLAN

RACETRAC - BAY ST. LOUIS

I 10 - US 43
BAY ST. LOUIS, MS
HANCOCK COUNTY

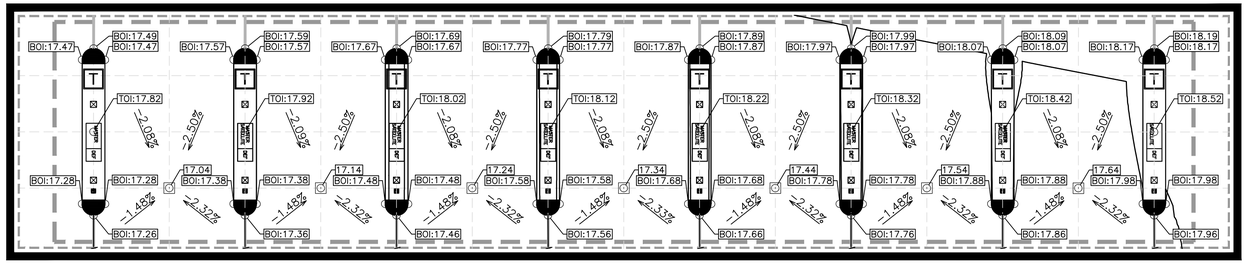
DRAWN-BY	BNOBLIN
DATE	02.03.2026
SCALE	AS NOTED
DRAWING NAME:	RACETRAC BSL
C4	A
SHEET NO.	VERSION

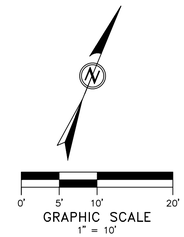




DUMPSTER GRADING DETAIL

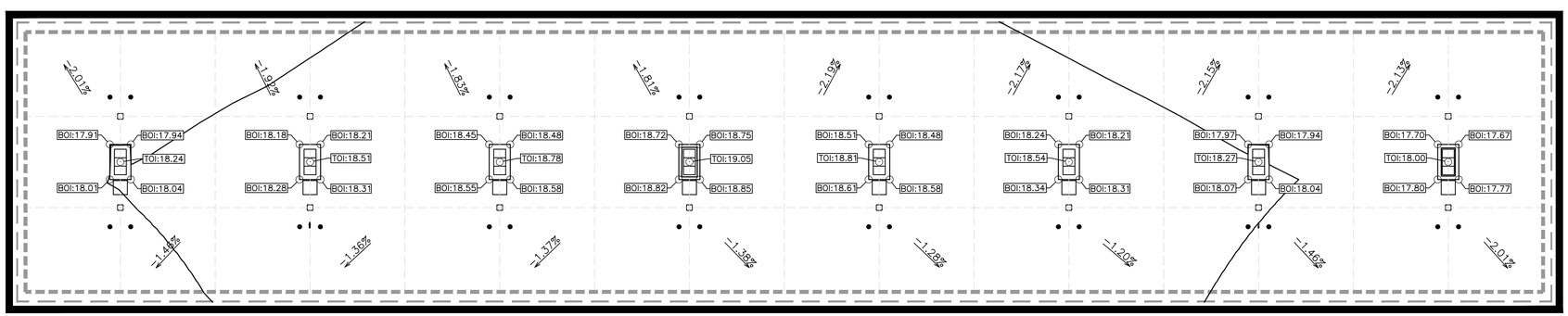
SCALE 1"=10'

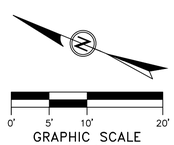




EDO PUMP GRADING DETAIL

SCALE 1"=10'





STANDARD PUMP GRADING DETAIL

SCALE 1"=10'

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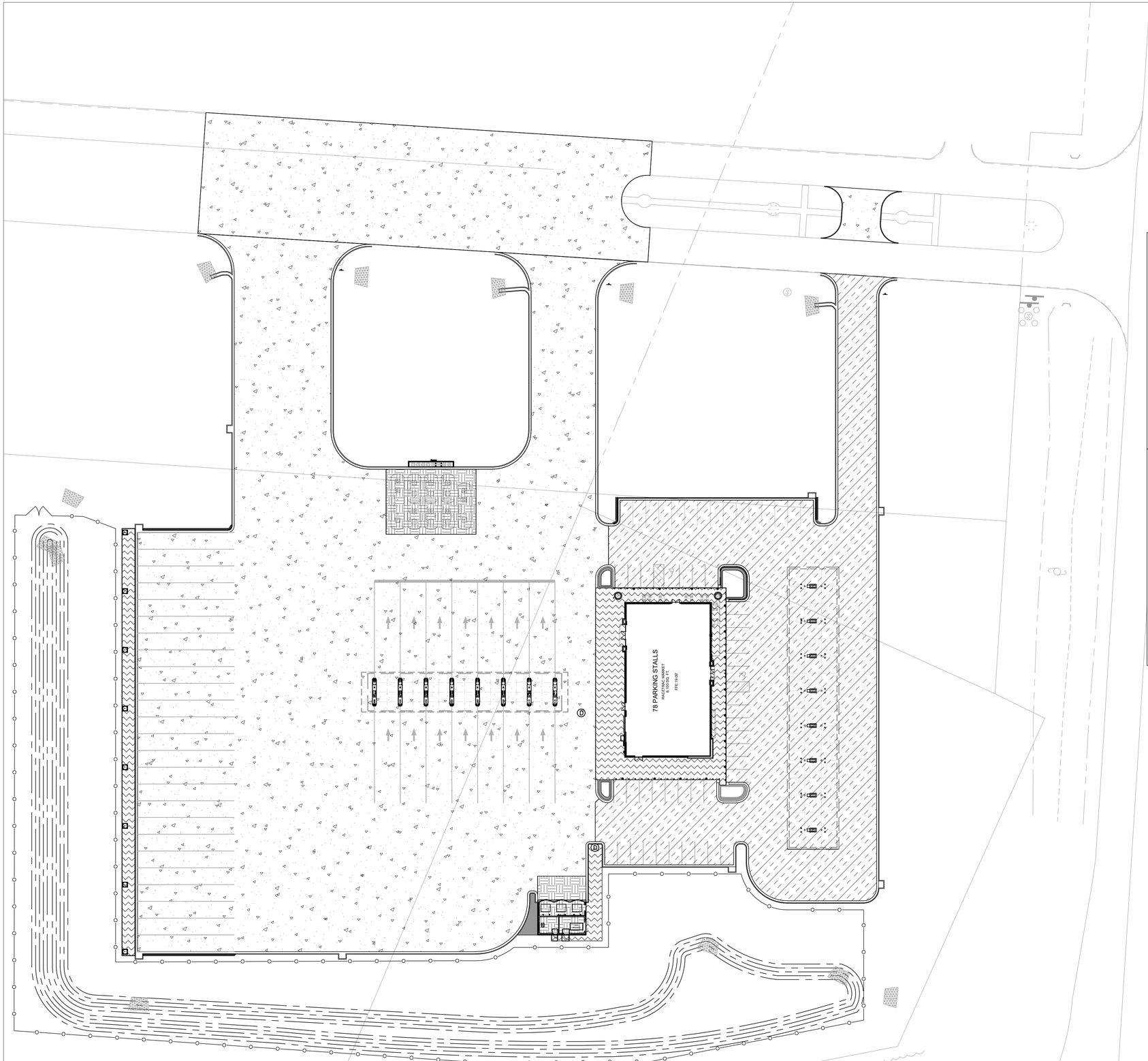
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ENLARGED GRADING PLAN

RACETRAC - BAY ST. LOUIS

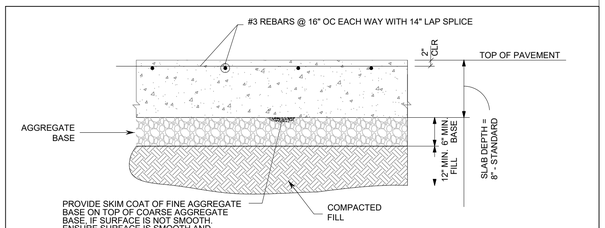
I 10 - US 43
BAY ST. LOUIS, MS
HANCOCK COUNTY

DRAWN-BY	BNOBLIN
DATE	02.03.2026
SCALE	AS NOTED
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C4.1	A
SHEET NO.	VERSION

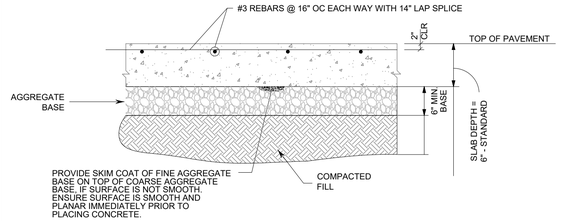


LEGEND

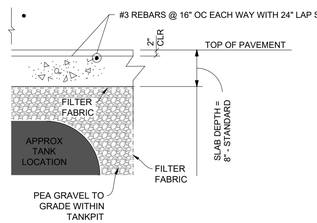
- PROPOSED 4" THICK CONCRETE SIDEWALK
- PROPOSED 8" THICK CONCRETE PAVING WITH #3 REBARS @ 16" OC EACH WAY WITH 14" LAP SPLICE. (SEE DETAIL THIS SHEET)
- PROPOSED 6" THICK CONCRETE PAVING WITH #3 REBARS @ 16" OC EACH WAY WITH 14" LAP SPLICE. (SEE DETAIL THIS SHEET)
- PROPOSED 8" THICK CONCRETE PAVING FOR TANK & DUMPSTER PAVEMENT WITH #3 REBARS @ 16" OC EACH WAY WITH 24" LAP SPLICE. (SEE DETAIL THIS SHEET)
- PROPOSED 8" THICK CONCRETE CURB BACKING (SEE DETAIL 5, SHEET SD1)



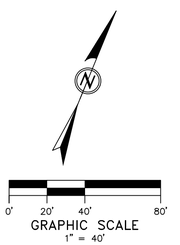
TYPICAL 8" PAVEMENT SECTION
NTS



TYPICAL 6" PAVEMENT SECTION
NTS



TYPICAL TANK PAD PAVEMENT SECTION
NTS



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PERMITTING SET

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PAVING PLAN
RACETRAC - BAY ST. LOUIS
I 10 - US 43
BAY ST. LOUIS, MS
HANCOCK COUNTY

DRAWN-BY	BNOBLIN
DATE	02.03.2026
SCALE	AS NOTED
DRAWING NAME:	RACETRAC BSL
C5	A
SHEET NO.	VERSION

DRAINAGE FLOWS

PRE DEVELOPMENT DRAINAGE FLOWS

DRAINAGE AREA	TOTAL AREA (ACRES)	TOTAL AREA (SQ.FT.)	RUNOFF COEFFICIENT [IMPERVIOUS] (C)	IMPERVIOUS AREA (SQ.FT.)	RUNOFF COEFFICIENT [PERVIOUS] (C)	PERVIOUS AREA (SQ.FT.)	RUNOFF COEFFICIENT [WEIGHTED] (C)	TIME OF CONCENTRATION (TC)	Q (CFS)
EXISTING SITE	14.740	641,885	0.90	0	0.30	641,885	0.30	5 MINUTES	54.72

POST DEVELOPMENT DRAINAGE FLOWS

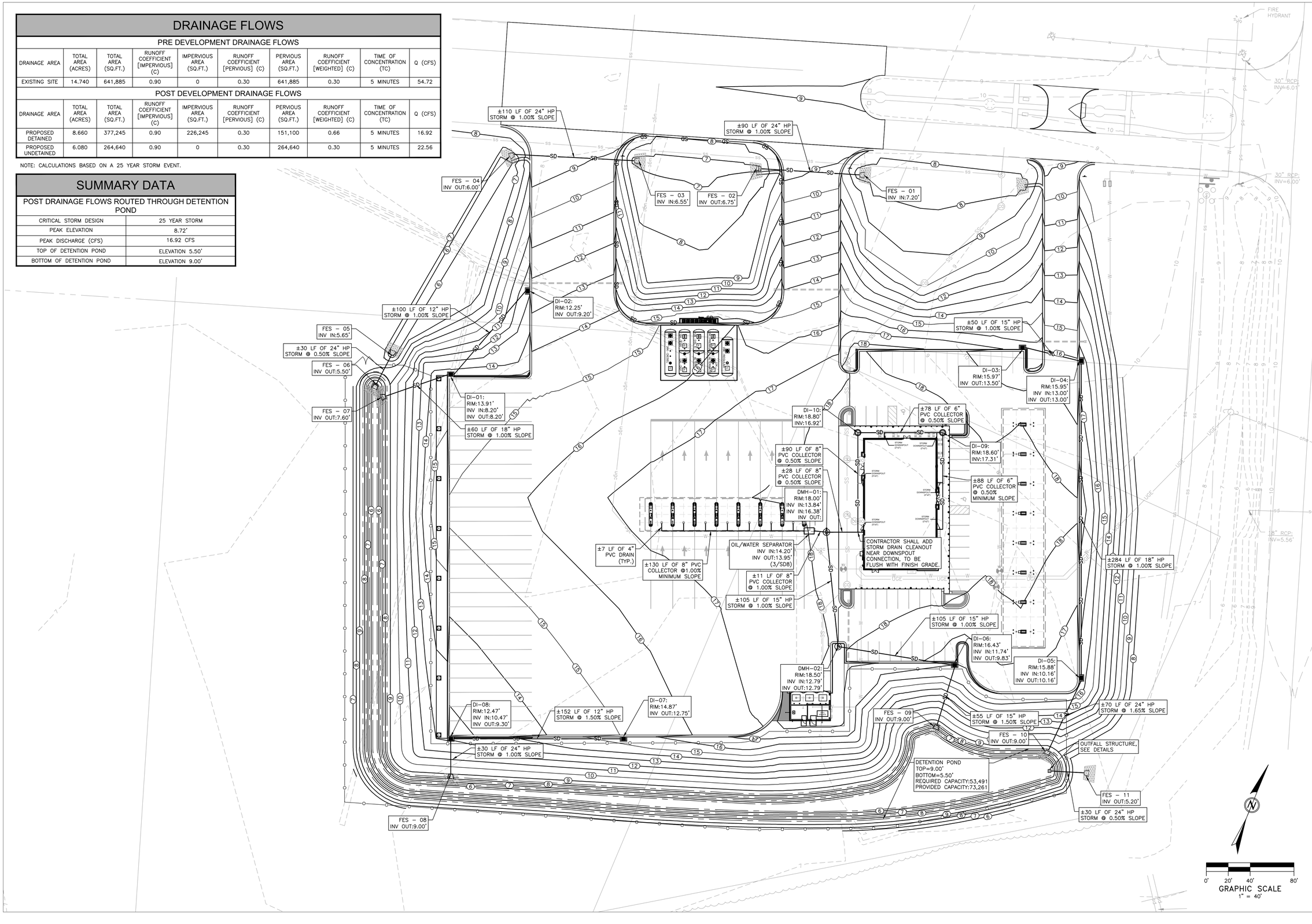
DRAINAGE AREA	TOTAL AREA (ACRES)	TOTAL AREA (SQ.FT.)	RUNOFF COEFFICIENT [IMPERVIOUS] (C)	IMPERVIOUS AREA (SQ.FT.)	RUNOFF COEFFICIENT [PERVIOUS] (C)	PERVIOUS AREA (SQ.FT.)	RUNOFF COEFFICIENT [WEIGHTED] (C)	TIME OF CONCENTRATION (TC)	Q (CFS)
PROPOSED DETAINED	8.660	377,245	0.90	226,245	0.30	151,100	0.66	5 MINUTES	16.92
PROPOSED UNDETAINED	6.080	264,640	0.90	0	0.30	264,640	0.30	5 MINUTES	22.56

NOTE: CALCULATIONS BASED ON A 25 YEAR STORM EVENT.

SUMMARY DATA

POST DRAINAGE FLOWS ROUTED THROUGH DETENTION POND

CRITICAL STORM DESIGN	25 YEAR STORM
PEAK ELEVATION	8.72'
PEAK DISCHARGE (CFS)	16.92 CFS
TOP OF DETENTION POND	ELEVATION 5.50'
BOTTOM OF DETENTION POND	ELEVATION 9.00'



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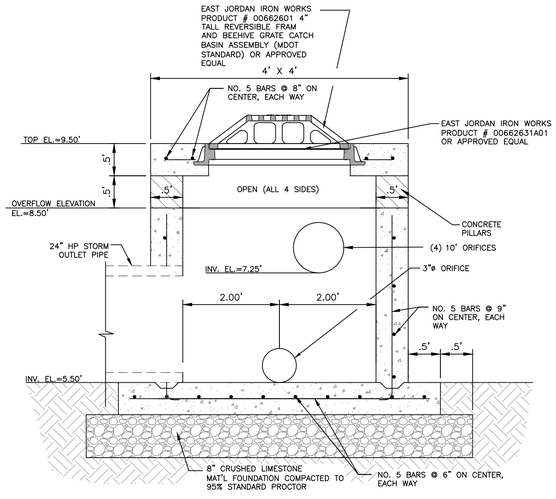
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DRAINAGE PLAN

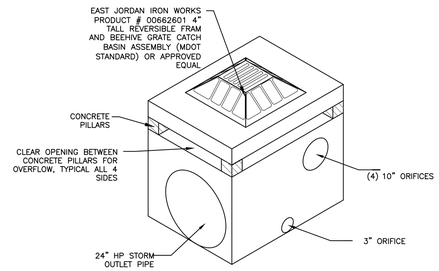
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HANCOCK COUNTY

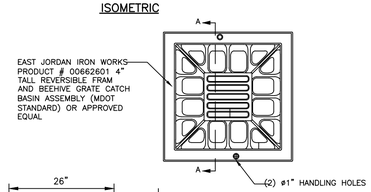
DRAWN-BY	BNOBLIN
DATE	02.03.2026
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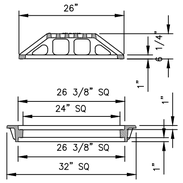
SECTION



ISOMETRIC



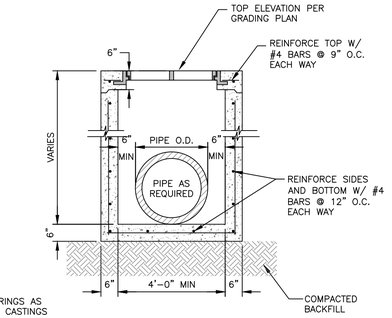
PLAN VIEW



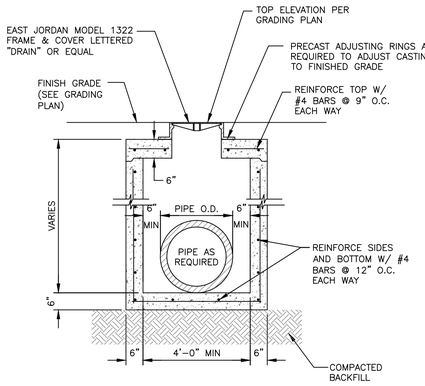
SECTION A–A

1 OUTFALL STRUCTURE 01 DETAILS

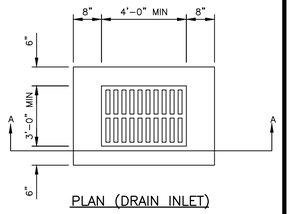
NOT TO SCALE



SECTION A–A



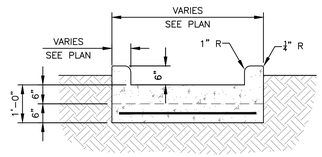
SECTION A–A



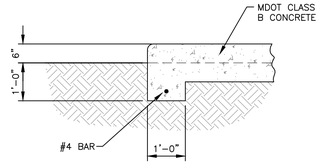
PLAN (DRAIN INLET)

2 DRAIN INLET AND JUNCTION BOX DETAIL

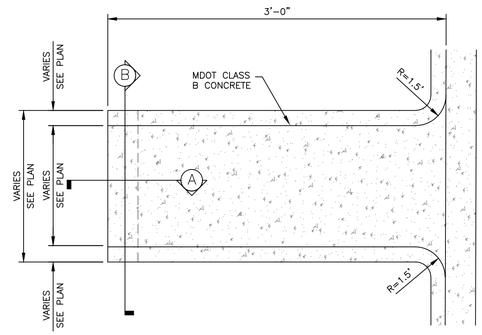
NOT TO SCALE



SECTION B



SECTION A



PLAN VIEW

3 CONCRETE FLUME DETAIL

NOT TO SCALE

NO.	DATE
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ISSUED FOR CITY PERMITTING

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DESIGN GROUP
918 Howard Ave Suite F
Biloxi, Mississippi 39530
P: 228.388.1950
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YOUR PROJECT - OUR PRIORITY - NO EXCUSES

PERMITTING SET

RaceTrac

RACETRAC, INC.
200 GALLERIA PARKWAY SE
SUITE 900 ATLANTA, GA 30339
(770) 431-7600

DRAINAGE DETAILS

RACETRAC - BAY ST. LOUIS

I 10 - US 43
BAY ST. LOUIS, MS
HANCOCK COUNTY

DRAWN-BY	BNOBLIN
DATE	02.03.2026
SCALE	AS NOTED
DRAWING NAME:	RACETRAC BSL
C7.3	A
SHEET NO.	VERSION

1 ENLARGED UTILITY PLAN

SEWER CLEAN OUT

CONTRACTOR SHALL RAISE SEWER MANHOLE TO BE FLUSH WITH PROPOSED GRADE

FIBER OPTIC PULL BOX

BURIED SEWER MANHOLE

RELOCATED TRANSFORMERS

CONTRACTOR SHALL CORE DRILL SEWER MANHOLE AT ELEVATION 5.50'. ALL WORK SHALL CONFORM WITH LOCAL UTILITY STANDARDS.

SEWER MANHOLE:
TOP=8.93'
8" PVC N INV=3.93'
8" PVC W INV=3.83'

CO-09
TOP:8.36'
INV:6.00'

25 LF OF
6" SDR 26
@2.0%
SLOPE

SEE LANDSCAPE FOR DETAILS AND CONTINUATION OF IRRIGATION WATER

100 LF OF
6" SDR 26
@2.0%
SLOPE

CO-08
TOP:9.87'
INV:8.00'

100 LF OF
6" SDR 26
@2.0%
SLOPE

SMH-01
TOP:18.12'
INV IN:11.25'
INV OUT:10.00'

90 LF OF
6" SDR 26
@2.0%
SLOPE

(2) 4" PVC CONDUIT FOR COMMUNICATIONS TO BE COORDINATED W/ COMMUNICATIONS PROVIDER

YARD HYDRANT (7/SD6) TYP.

SEE ENLARGED UTILITY PLAN

78 PARKING STALLS
INCLUDING 3 HANDICAP
& 100 SQ. FT.
FFE 19.90'

¾" ENDOPURE WATER MAIN

¾" ENDOPURE WATER MAIN

YARD HYDRANT (7/SD6) TYP.

¾" ENDOPURE WATER MAIN

2" ENDOPURE WATER MAIN

(2) 2"x2"x¾" FITTING

¾" GATE VALVE

2"x2"x¾" FITTING

4" PVC AIR COMPRESSOR LINE

CO-01
TOP:18.00'
INV:15.05'

80 LF OF
6" SDR 26
@1.0%
SLOPE

CO-02
TOP:18.58'
INV:14.74'

31 LF OF
6" SDR 26
@1.0%
SLOPE

¾" GATE VALVE W/ TRAFFIC RATED BOX

¾" HOT AND COLD WATER SERVICE FOR DUMPSTER

INLET 02
TOP:18.09'
INV:15.97'

INLET 01
TOP:18.09'
INV:16.09'

INLET 03
TOP:18.09'
INV:15.85'

6" SDR 26
@1.0% SLOPE

2" ENDOPURE WATER MAIN

FIRE HYDRANT

TIE INTO EXISTING WATER MAIN. CONTRACTOR TO VERIFY SIZE AND LOCATION.

3" SCHEDULE 80 WATER MAIN

2" BACKFLOW AND METER ASSEMBLY

SEWER MARKER

AIR RELEASE VALVE

BOLLARD (TYPICAL)

COMMUNICATIONS PEDESTAL

POLE MOUNTED TRANSFORMER COORDINATED W/ COAST EPA

UNDERGROUND ELECTRICAL SERVICE COORDINATED W/ COAST EPA

COMMUNICATIONS MARKER

GRAPHIC SCALE
1" = 40'
0' 20' 40' 80'

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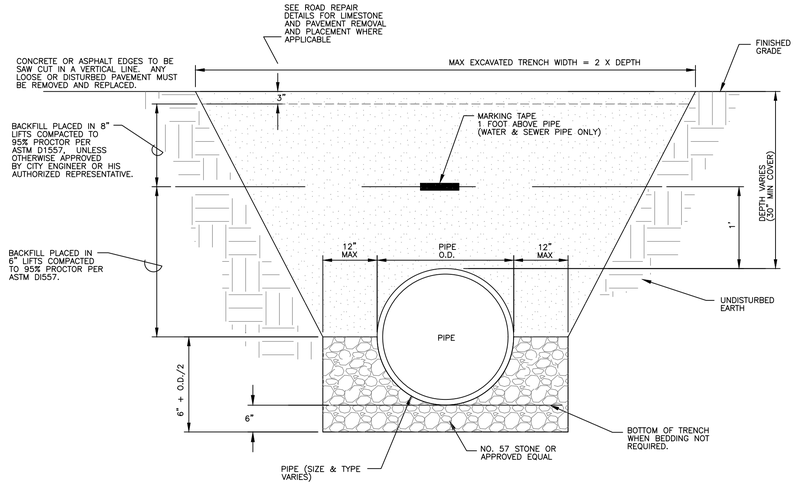
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UTILITY PLAN
RACETRAC - BAY ST. LOUIS

I 10 - US 43
BAY ST. LOUIS, MS
HANCOCK COUNTY

DRAWN-BY	BNOBLIN
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GENERAL NOTES

1. PIPE BEDDING SHALL BE IN ACCORDANCE WITH THE GEOTECHNICAL EARTHWORK SECTION AND ANY OTHER SECTION THAT MAY APPLY OR AS DIRECTED BY THE ENGINEER OF RECORD. TYPE AND LOCATION OF BEDDING SHALL BE DETERMINED BY THE ENGINEER OR HIS AUTHORIZED REPRESENTATIVE. BEDDING FOR ARCH PIPE SHALL COVER THE HAUNCHES.
2. BACKFILL MATERIAL SHALL BE PLACED ON BOTH SIDES OF PIPE SIMULTANEOUSLY DURING BACKFILLING OPERATIONS TO PREVENT SHIFTING OR DAMAGE TO PIPE.
3. "MAXIMUM EXCAVATED TRENCH WIDTH" REFERS TO THE MAXIMUM WIDTH THAT WILL BE USED FOR COMPUTATION OF APPLICABLE PAY ITEMS FOR BORROW FOR BACKFILL, LIMESTONE, AND PAVING. PIPE BEDDING SHALL BE PAID BASED ON A WIDTH OF TWO FEET PLUS THE OUTSIDE DIAMETER FOR THE PIPE (O.D. OF PIPE + 2 FEET) AS SHOWN ON THE DETAIL. THE CONTRACTOR MAY EXCAVATE A WIDER TRENCH AT HIS OWN EXPENSE AS LONG AS TRENCH REMAINS WITHIN THE PROJECT LIMITS, PROPERTY OR EASEMENT AND THE ENGINEER OR HIS AUTHORIZED REPRESENTATIVE APPROVES THE DIMENSIONS OF THE WIDER TRENCH.
4. IN THE CASE OF OVERLAPPING UTILITY TRENCHES, THE CONTRACTOR SHALL ONLY BE PAID ONCE FOR ITEMS SUCH AS LIMESTONE AND PAVING. ADDITIONALLY ANY MARKING TAPE ABOVE SEWER PIPE THAT IS DISTURBED OR DAMAGED BY OVERLAPPING TRENCHES SHALL BE PROPERLY REPAIRED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
5. INSTALLATION AND COVER REQUIREMENTS SHALL BE IN ACCORDANCE WITH THE PIPE MANUFACTURER'S WRITTEN INSTALLATION INSTRUCTIONS AND RECOMMENDATIONS.
6. TOP OF PIPE SHALL BE BELOW ROAD BASE IN PAVED AREAS. IF EXISTING MATERIAL IS USED FOR BACKFILL, THERE SHALL BE NO ADDITIONAL PAYMENT FOR EXCAVATION AND BACKFILL. IF EXISTING MATERIAL IS UNSUITABLE FOR BACKFILL, BORROW MATERIAL SHALL BE USED. DISPOSAL OF UNSUITABLE MATERIAL SHALL BE PAID FOR AT THE UNIT PRICE BID FOR EXCESS EXCAVATION. APPROVED PLACEMENT OF BORROW SHALL BE PAID FOR AT THE UNIT PRICE BID FOR BORROW MATERIAL.

STORM DRAIN PIPE PLACEMENT NOTES

1. STORM DRAIN PIPE SHALL BE CONCRETE, RIBBED PVC OR HIGH DENSITY POLYETHYLENE IN ACCORDANCE WITH THE SPECIFICATIONS OR AS SHOWN ON THE PLANS. LOCATION FOR INSTALLATION OF TYPE OF PIPE SHALL BE AS SHOWN ON THE DRAWINGS OR AS DIRECTED BY THE ENGINEER OR HIS AUTHORIZED REPRESENTATIVE. ONLY CONCRETE STORM DRAIN PIPE SHALL BE INSTALLED UNDER PAVED AREAS UNLESS SHOWN DIFFERENTLY ON THE CONSTRUCTION PLANS.
2. ALL STORM DRAIN JOINTS SHALL BE WRAPPED WITH GEOTEXTILE FABRIC. FABRIC SHALL BE THREE (3') FEET WIDE (CENTERED OVER JOINT) AND LONG ENOUGH TO WRAP AROUND THE PIPE JOINT AND OVERLAP 1/3 THE CIRCUMFERENCE. THE COST OF FABRIC SHALL BE ABSORBED IN THE UNIT PRICE BID FOR STORM DRAIN PIPE AND SHALL NOT BE MEASURED FOR SEPARATE PAYMENT.
3. REFER TO OTHER DETAILS FOR DRAINAGE STRUCTURES, CONCRETE PIPE REPAIR METHODS, PIPE END TREATMENTS, & GRATES.

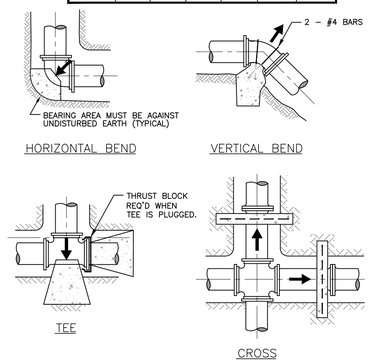
1 TRENCH DETAIL FOR SANITARY SEWER AND NON-PERFORATED STORM DRAIN PIPE — NOT TO SCALE

WATER MAIN THRUST BLOCK NOTE

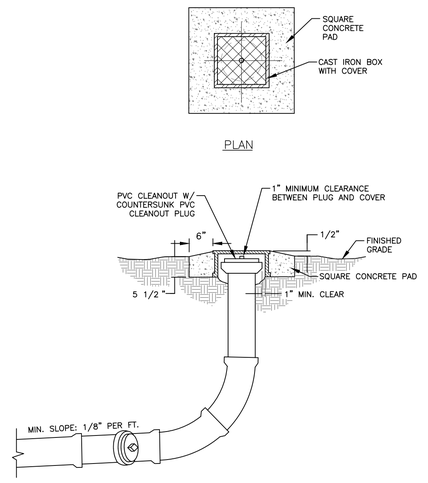
ALL FITTINGS SHALL BE COVERED WITH A GEOTEXTILE FABRIC PRIOR TO POURING CONCRETE THRUST BLOCKING

BEARING AREAS FOR THRUST BLOCKING IN SQUARE FEET

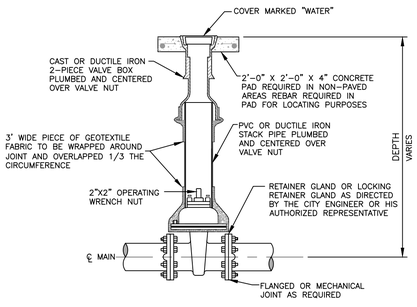
FITTING:	4" DIA.	6" DIA.	8" DIA.	10" DIA.	12" DIA.	14" DIA.
TEES	2.0	2.5	4.7	5.0	7.0	9.0
90°	2.0	2.7	6.7	7.2	10.4	12.7
45°	1.0	1.5	3.6	3.9	5.6	6.9
22 1/2°	1.0	1.0	1.8	2.0	2.9	3.5



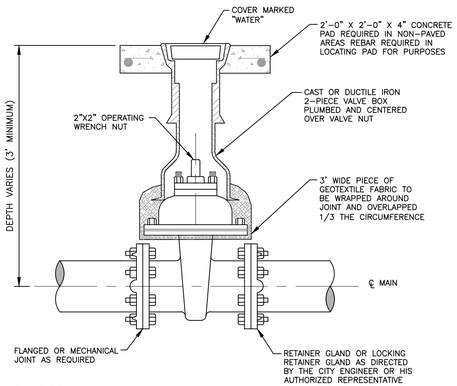
2 WATER MAIN THRUST BLOCK DETAILS — NOT TO SCALE



3 SEWER CLEAN OUT DETAIL — NOT TO SCALE



WITH STACK PIPE

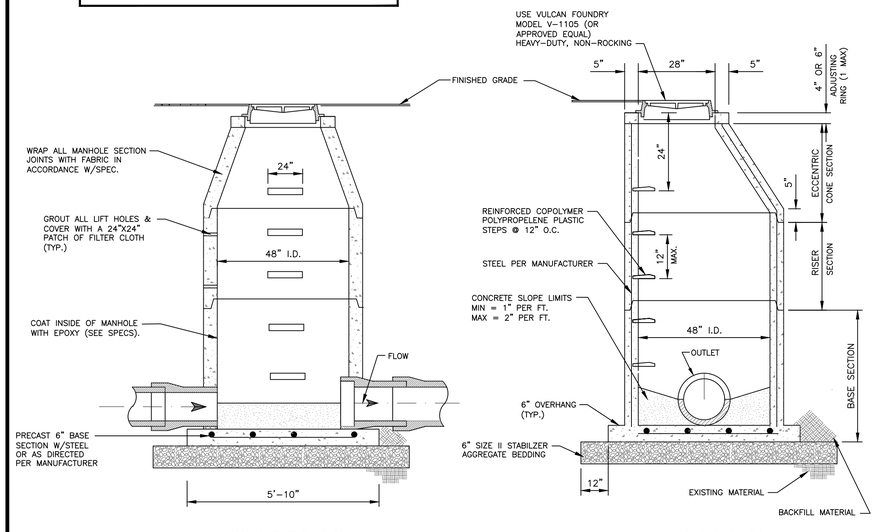


WITHOUT STACK PIPE

4 IN-LINE WATER VALVE AND VALVE BOX WITH AND WITHOUT STAKE PIPE DETAIL — NOT TO SCALE

SANITARY SEWER DETAIL NOTES

1. REFER TO OTHER DETAILS FOR DROP SEWER MANHOLES, MANHOLE CASTINGS, MANHOLE ADJUSTING RINGS, AND ROAD REPAIR DETAILS.
2. BEDDING MATERIAL, BACKFILL MATERIAL, AND EXISTING GRANULAR MATERIAL SHALL BE COMPACTED TO 95% PROCTER PER ASTM D1557.
3. BEDDING MATERIAL SHALL BE 6" THICK, BUT SHALL BE DEEPER IF DIRECTED BY THE CITY ENGINEER OR HIS AUTHORIZED REPRESENTATIVE.
4. EPOXY COATING SHALL BE EITHER COAL TAR EPOXY OR 100% SOLID EPOXY IN ACCORDANCE WITH SECTION 907-604-1 OF THE SPECIFICATIONS.
5. IN PAVED AND NON-PAVED AREAS, MANHOLES SHALL BE FLUSH WITH THE FINISHED GRADE UNLESS INDICATED OR DIRECTED OTHERWISE THAT THE TOP OF MANHOLE SHALL BE ABOVE FINISHED GRADE.



5 PRECAST SANITARY SEWER MANHOLE DETAILS — NOT TO SCALE

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I 10 - US 43
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C8.1	A
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LEGEND

DENOTES CENTIPEDE SOD

DENOTES LANDSCAPING

2" BACKFLOW/METER ASSEMBLY FOR IRRIGATION WATER BY OTHERS.

1 TREE EVERY 50 FEET OF LINEAR FRONTAGE, MINIMUM 2 INCH DIAMETER TREE CALIPER (TYP.)

78 PARKING STALLS
RACETRAC MARKET
E 100 SQ F T
PER PERMIT

20' WIDE SEWER EASEMENT PER BOOK 2011, PAGE 5496, EXHIBIT "B"

GREATER THAN 50 FEET DUE TO SEWER EASEMENT.

MDOT NO ACCESS

SEE SITE DEMOLITION PLAN. GREATER THAN 10 FOOT BUFFER TO REMAIN.

0' 20' 40' 80'
GRAPHIC SCALE
1" = 40'

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MACHADO PATANO KILPATRICK JONES

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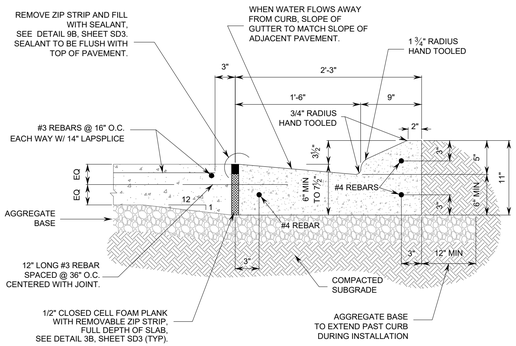
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SUITE 900 ATLANTA, GA 30339
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LANDSCAPE PLAN

RACETRAC - BAY ST. LOUIS

I 10 - US 43
BAY ST. LOUIS, MS
HANCOCK COUNTY

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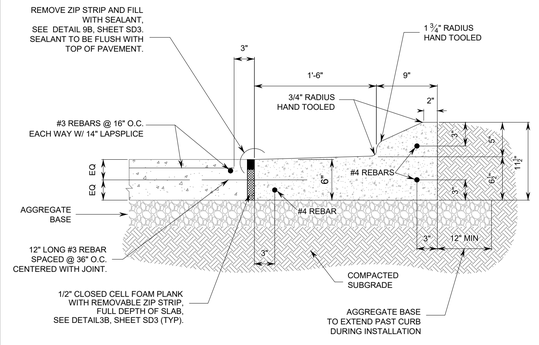


NOTES:

1. CURB CONSTRUCTION AND CONTRACTION JOINTS LOCATIONS NOT TO EXCEED 10 FEET.
2. SAWCUT CONTRACTION JOINTS 1/8" WIDE BY 1-1/2" DEEP AS SOON AS CONCRETE HAS HARDENED SUFFICIENTLY TO PREVENT RAVELING OR DISLODGING OF AGGREGATES.
3. SAWCUT CONSTRUCTION JOINTS 1/8" WIDE BY 1" DEEP, SIMILAR TO DETAIL 9A, SHEET SD3.
4. VERIFY JOINT LOCATIONS WITH THE OWNER'S REPRESENTATIVE.

1 SD1 ROLLOVER CURB (CATCH) @ CONCRETE SLAB

NTS

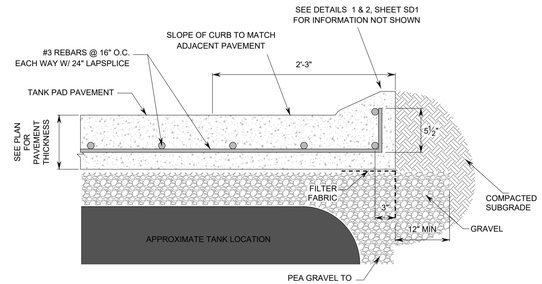


NOTES:

1. CURB CONSTRUCTION AND CONTRACTION JOINTS LOCATIONS NOT TO EXCEED 10 FEET.
2. SAWCUT CONTRACTION JOINTS 1/8" WIDE BY 1-1/2" DEEP AS SOON AS CONCRETE HAS HARDENED SUFFICIENTLY TO PREVENT RAVELING OR DISLODGING OF AGGREGATES.
3. SAWCUT CONSTRUCTION JOINTS 1/8" WIDE BY 1" DEEP, SIMILAR TO DETAIL 9A, SHEET SD3.
4. VERIFY JOINT LOCATIONS WITH THE OWNER'S REPRESENTATIVE.
5. USE THIS DETAIL WHEN ADJACENT PAVEMENT SLOPES AWAY FROM CURBING.

2 SD1 ROLLOVER CURB (SHED) @ CONCRETE SLAB

NTS

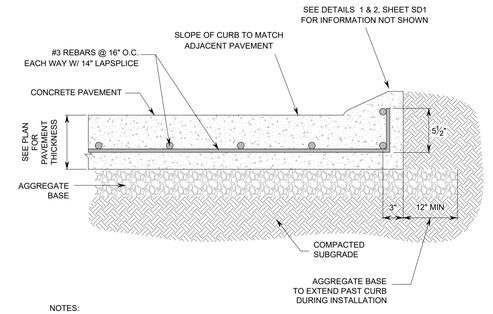


NOTES:

1. CURB CONSTRUCTION AND CONTRACTION JOINTS LOCATIONS NOT TO EXCEED 10 FEET.
2. SAWCUT CONTRACTION JOINTS 1/8" WIDE BY 1-1/2" DEEP AS SOON AS CONCRETE HAS HARDENED SUFFICIENTLY TO PREVENT RAVELING OR DISLODGING OF AGGREGATES.
3. SAWCUT CONSTRUCTION JOINTS 1/8" WIDE BY 1" DEEP, SIMILAR TO DETAIL 9A, SHEET SD3. VERIFY JOINT LOCATIONS WITH THE OWNER'S REPRESENTATIVE.
4. THIS CURB TYPE IS TO BE USED ALONG THE CURB LINE ADJACENT TO THE TANK PAVEMENT. SEE PLAN FOR LOCATION.

3 SD1 ROLLOVER CURB @ TANK AREA

NTS

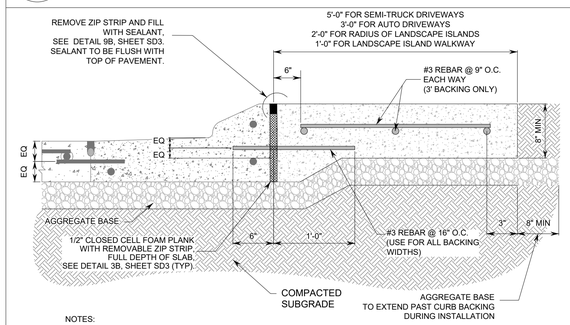


NOTES:

1. CURB CONSTRUCTION AND CONTRACTION JOINTS LOCATIONS NOT TO EXCEED 10 FEET.
2. SAWCUT CONTRACTION JOINTS 1/8" WIDE BY 1-1/2" DEEP AS SOON AS CONCRETE HAS HARDENED SUFFICIENTLY TO PREVENT RAVELING OR DISLODGING OF AGGREGATES.
3. SAWCUT CONSTRUCTION JOINTS 1/8" WIDE BY 1" DEEP, SIMILAR TO DETAIL 9A, SHEET SD3. VERIFY JOINT LOCATIONS WITH THE OWNER'S REPRESENTATIVE.
4. THIS CURB TYPE IS TO BE USED ALONG THE CURB LINE ADJACENT TO THE DRIVEWAY TRENCH DRAINS. SEE PLAN FOR LOCATIONS.

4 SD1 ROLLOVER CURB (MONOLITHIC)

NTS

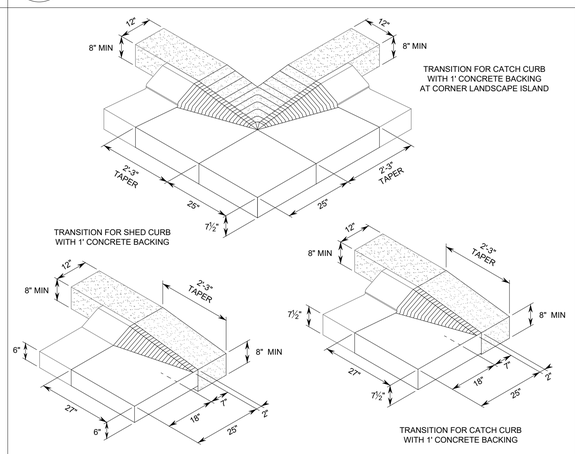


NOTES:

1. CURB CONSTRUCTION AND CONTRACTION JOINTS LOCATIONS NOT TO EXCEED 10 FEET.
2. SAWCUT CONTRACTION JOINTS 1/8" WIDE BY 1-1/2" DEEP AS SOON AS CONCRETE HAS HARDENED SUFFICIENTLY TO PREVENT RAVELING OR DISLODGING OFAGGREGATES.
3. SAWCUT CONSTRUCTION JOINTS 1/8" WIDE BY 1" DEEP. FILL JOINTS WITH PAVEMENT SEALANT PER DETAIL 3B, SHEET SD3. VERIFY JOINT LOCATIONS WITH THE OWNER'S REPRESENTATIVE.
4. CURB BACKING WIDTHS:
   A. THREE (3) FOOT BACKING IS TO BE USED ALONG THE RADIUS OF DRIVEWAYS AND IS STRUCTURALLY REINFORCED WITH #3 REBARS @ 9" O.C. EACH WAY.
   B. TWO (2) FOOT BACKING IS TO BE USED ALONG THE RADIUS OF LANDSCAPE ISLANDS WITHIN HIGH TRAFFIC AREAS. TWO (2) FOOT BACKING IS NOT STRUCTURALLY REINFORCED.
   C. ONE (1) FOOT BACKING IS TO BE USED AS A PEDESTRIAN WALKWAY WITHIN LANDSCAPE ISLANDS. ONE (1) FOOT BACKING IS NOT STRUCTURALLY REINFORCED.
5. SEE PAVING PLAN FOR EXACT LOCATIONS OF CURB BACKING.

5 SD1 CONCRETE BACKING FOR ON-SITE CURB

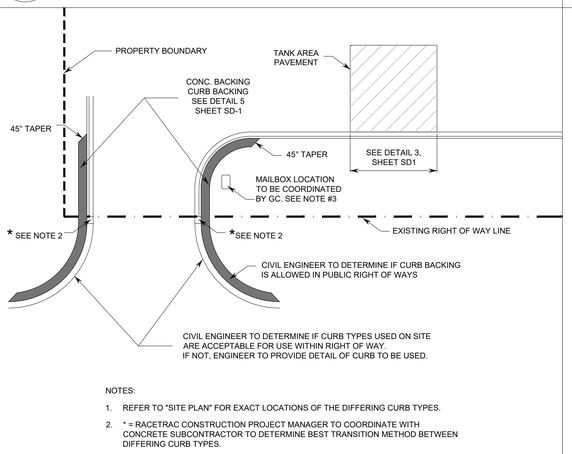
NTS



SEE SITE PLAN FOR EXACT LOCATIONS

6 SD1 CURB TRANSITION DETAILS

NTS

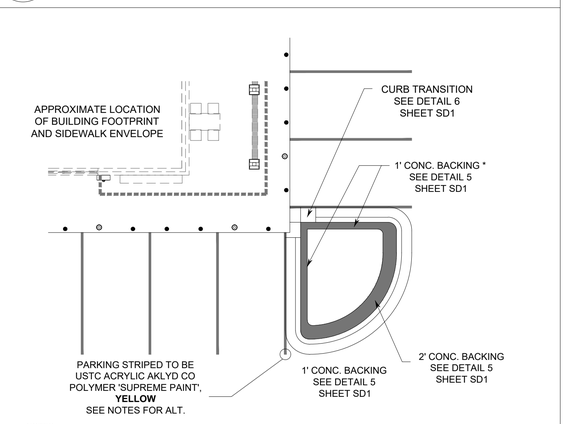


NOTES:

1. REFER TO "SITE PLAN" FOR EXACT LOCATIONS OF THE DIFFERING CURB TYPES.
2. * = RACETRAC CONSTRUCTION PROJECT MANAGER TO COORDINATE WITH CONCRETE SUBCONTRACTOR TO DETERMINE BEST TRANSITION METHOD BETWEEN DIFFERING CURB TYPES.
3. MAILBOX TO BE PROVIDED BY GC. INSTALL LOCATION TO BE COORDINATED BY GC WITH USPS

7 SD1 CURB LAYOUT PLAN VIEW

NTS



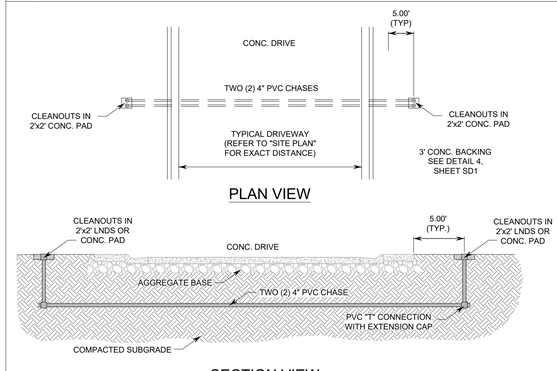
NOTES:

ALTERNATIVE SHERWIN WILLIAMS SETFAST CHLORINATED RUBBER ZONE MARKING PAINT SPEC. TM5127 LED-FREE. TO BE USED

1. REFER TO "SITE PLAN" FOR EXACT LOCATIONS OF THE DIFFERING CURB TYPES.
2. REFER TO SITE PLAN FOR EXACT LOCATIONS.

8 SD1 CONCRETE BACKING & AUTO COURT PAINT DETAIL

NTS

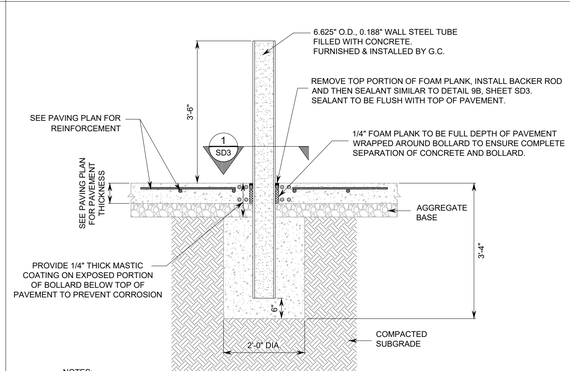


NOTES:

1. PVC CHASE TO BE PLACED UNDER ALL DRIVEWAYS. REFER TO "SITE PLAN" FOR EXACT LOCATIONS.
2. CHASES ARE NOT TO BE USED FOR IRRIGATION INSTALLED WITH THIS DEVELOPMENT. IRRIGATION SLEEVES WILL BE SEPARATE.
3. REFER TO "UTILITY PLAN" AND IRRIGATION PLAN FOR IRRIGATION SLEEVE LOCATIONS.

9 SD1 PVC CHASE DETAIL

NTS

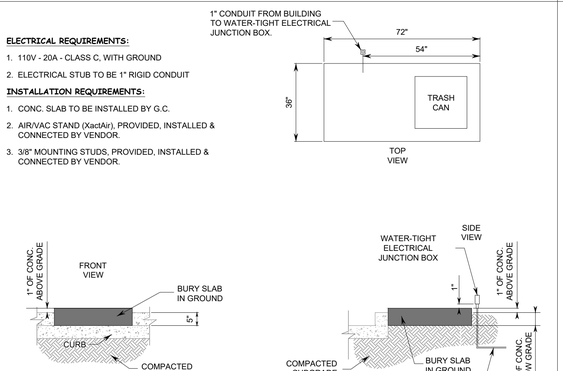


NOTES:

1. BUMPER POSTS TO BE PLUMB AND ALIGNED IN A STRAIGHT LINE AND FILLED WITH CONCRETE.
2. TOPS TO BE GROUND SMOOTH W/ SQUARE EDGE, THE PRIMED WITH "END RUST" BY DURO AND PAINTED WITH INDUSTRIAL OIL BASED ENAMEL. COLOR TO MATCH DECORATIVE LIGHT POLES.
3. REFER TO PAVING PLAN FOR EXACT CONCRETE THICKNESS.
4. REFER TO PAVING PLAN FOR CONCRETE COMPRESSIVE STRENGTH & SUBGRADE COMPACTION REQUIREMENTS.

10 SD1 CANOPY BOLLARD DETAIL

NTS

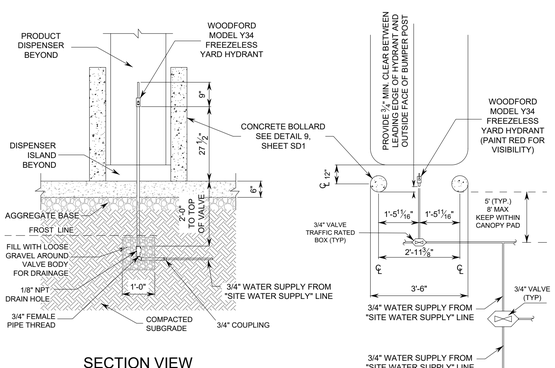


NOTES:

1. SECURE VAULT TO PAD W/ TWO (2) 29-00450 ANGLE BRACKETS AND FOUR (4) ½"Ø x 4" SIMPSON TITAN HD SCREWTYPE ANCHORS (TYP.)
2. REFER TO PAVING PLAN FOR EXACT CONCRETE THICKNESS.
3. REFER TO PAVING PLAN FOR CONCRETE COMPRESSIVE STRENGTH & SUBGRADE COMPACTION REQUIREMENTS.

11 SD1 AIR/VAC SERVICE DETAIL

NTS



NOTES:

1. SEE "SITE PLAN" FOR EXACT LOCATIONS.
2. REFER TO PAVING PLAN FOR EXACT CONCRETE THICKNESS.
3. REFER TO PAVING PLAN FOR CONCRETE COMPRESSIVE STRENGTH & SUBGRADE COMPACTION REQUIREMENTS.

12 SD1 AUTO CANOPY YARD HYDRANT DETAIL

NTS

NO.	A
DATE	05.30.2025
	ISSUED FOR CITY PERMITTING

MP DESIGN GROUP
MACHADO · PATANO · KILPATRICK · JONES
918 Howard Ave Suite F
Biloxi, Mississippi 39530
P.: 228.388.1950
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PERMITTING SET

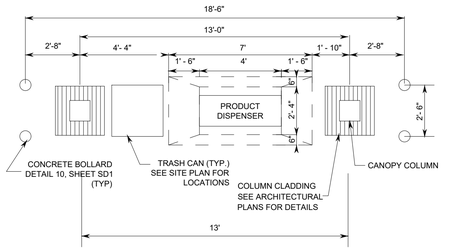
RACETRAC PETROLEUM, INC.
200 GALLERIA PARKWAY SE
SUITE 900 ATLANTA, GA 30339
(770) 431-7600

STANDARD DETAILS

RACETRAC - BAY ST. LOUIS

I 10 - US 43
BAY ST. LOUIS, MS
HANCOCK COUNTY

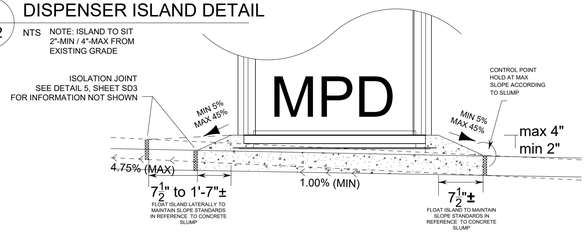
DRAWN-BY	BNOBLIN
DATE	02.03.2026
SCALE	AS NOTED
DRAWING NAME: RACETRAC BSL	
SD1	A
SHEET NO.	VERSION



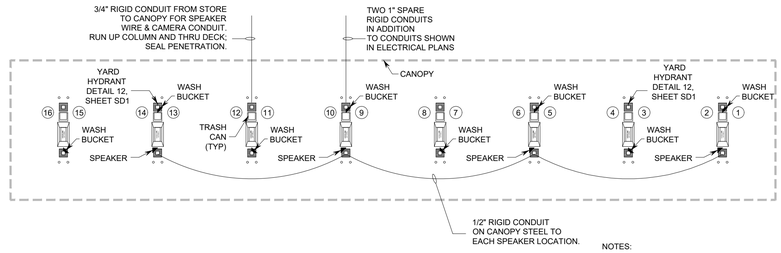
1 SD2 DISPENSER ISLAND DETAIL

NTS

NOTE: ISLAND TO SIT 2"-MIN / 4"-MAX FROM EXISTING GRADE



STORE SIDE



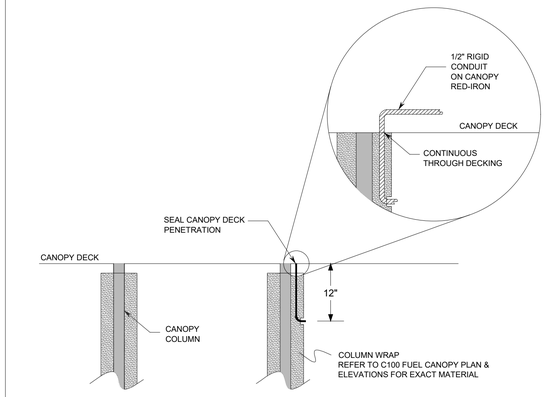
STREET SIDE

NOTES:

1. ADA PLACARD TO BE POSTED @ ADA ALLOWABLE PUMPS
2. SINGLE ROW OF EIGHT (8) DOUBLE COLUMN MPD'S.
3. SIXTEEN (16) FUELING POSITIONS.
4. REFER TO CANOPY PLANS FOR CANOPY DIMENSIONS AND COLUMN LOCATIONS.
5. CONDUIT TO BE DRILLED AND RUN THROUGH COLUMN

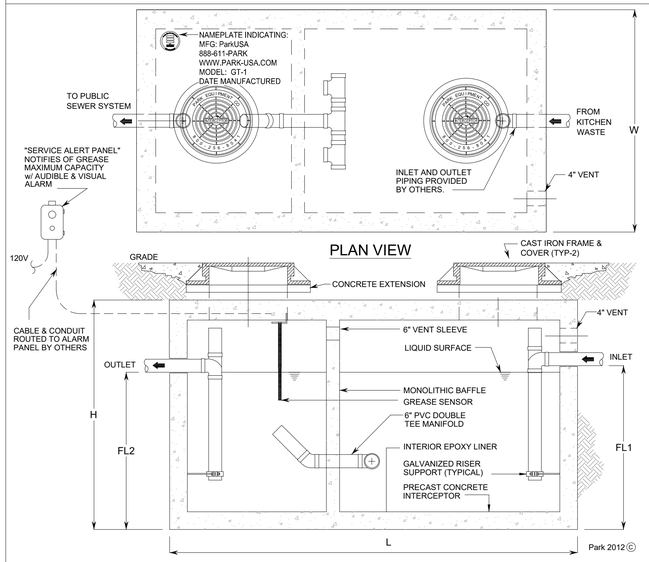
2 SD2 CANOPY ACCESSORIES LAYOUT

NTS



3 SD2 CONDUIT PENETRATION DETAIL

NTS



ELEVATION

TYPICAL APPLICATIONS INCLUDE COMMERCIAL AND INDUSTRIAL FOOD SERVICE KITCHENS WHERE EXCESSIVE GREASE MAY INTERFERE WITH THE PROPER DRAINAGE OF THE SEWER SYSTEM. THE GREASE INTERCEPTOR IS GENERALLY BURIED BELOW GRADE FOR GRAVITY FLOW SEWER SYSTEMS. A SAMPLE WELL IS UTILIZED ON THE OUTLET SIDE FOR SAMPLING BY THE LOCAL WATER AUTHORITY.

SPECIFICATIONS:

CONCRETE:

CLASS II CONCRETE WITH DESIGN STRENGTH OF 4500 PSI AT 28 DAYS. UNIT IS OF MONOLITHIC CONSTRUCTION AT FLOOR, FIRST STAGE OF WALL AND BAFFLE WITH SECTIONAL RISER TO REQUIRED DEPTH. (MONOLITHIC BAFFLE REQUIRED. SLIDE-IN TYPE IS NOT ACCEPTABLE).

REINFORCEMENTS:

GRADE 60 REINFORCEMENT WITH STEEL REBAR CONFORMING TO ASTM A615 ON REQUIRED CENTERS OR EQUAL.

C.I. CASTINGS:

MANHOLE FRAMES, COVERS OR GRATES ARE MANUFACTURED OF GRAY CAST IRON CONFORMING TO ASTM A48-76 CLASS 30. MANHOLE SHALL BE NOMINAL 24 INCH DIAMETER AND BE TRAFFIC DUTY.

GREASE INTERCEPTOR SCHEDULE								
MODEL NO.	CAPACITY USGAL.	GREASE CAP. (LBS)	EMPTY WT (LBS)	LENGTH L	WIDTH W	HEIGHT H	INLET FL1	OUTLET FL2
GT-1500	1,500	3,500	16,050	9'-2"	5'-8"	7'-0"	5'-9"	5'-6"

OTHER SIZES ARE AVAILABLE. CONTACT RACETRAC FOR MORE INFORMATION.

ENGINEERING DATA:

THE GREASE INTERCEPTOR IS STRUCTURALLY & HYDRAULICALLY ENGINEERED TO CONFORM TO REGIONAL PLUMBING CODES RECOMMENDED IN MOST CITIES. CONSULT WITH LOCAL AUTHORITIES FOR SPECIFIC APPLICATION REQUIREMENTS.

SHOP DRAWINGS SHALL INCLUDE COMPLETE STRUCTURAL AND BUOYANCY CALCULATIONS CERTIFIED BY A LICENSED PROFESSIONAL ENGINEER.

CONSULT WITH PARK EQUIPMENT COMPANY FOR EXACT EXCAVATION DIMENSIONS & SHIPPING INFORMATION.

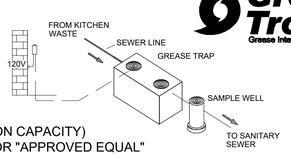
ANSI Z1001 · NPCA CERTIFIED PLANT · EPA · ASSE INTERNATIONAL MEMBER · ASPE MEMBER · ASTM C-1613

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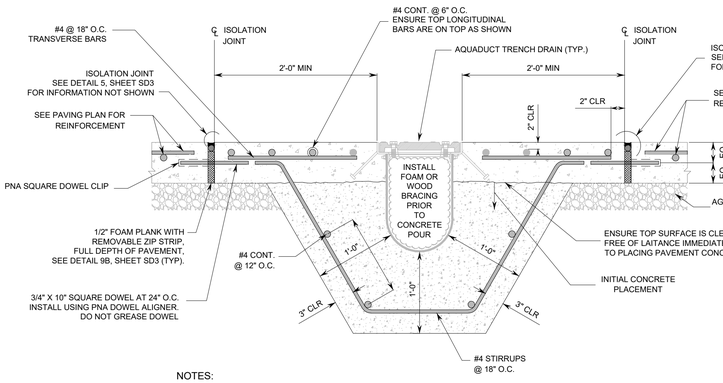
NOTE:

1. ENGINEER OF RECORD APPROVAL REQUIRED FOR "APPROVED EQUAL".



4 SD2 GREASE TRAP (1500 GALLON CAPACITY) & SAMPLE WELL DETAILS OR "APPROVED EQUAL"

NTS

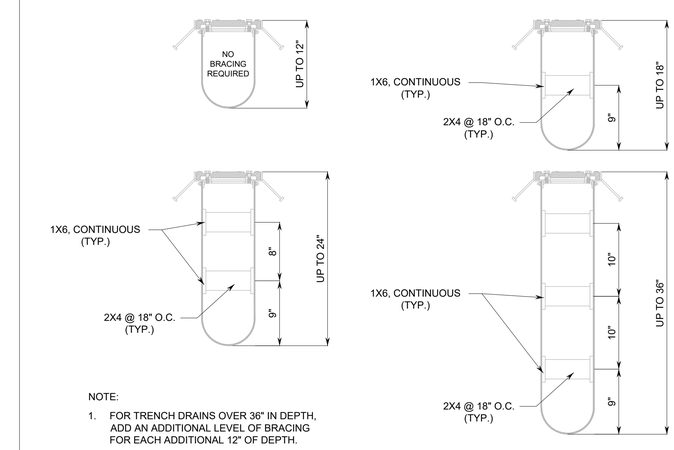


NOTES:

1. G.C. MUST READ INSTALLATION INSTRUCTIONS PRIOR TO INSTALLATION OF AQUADUCT TRENCH DRAIN.
2. REFER TO DETAIL 6, SHEET SD2 FOR BRACING RECOMMENDATIONS.
4. SOME PROJECTS MAY HAVE MULTIPLE TRENCH DRAINS ON SITE. (REFER TO "GRADING PLAN" FOR EXACT LOCATIONS.)
5. EACH TRENCH DRAIN IS INDIVIDUALLY DESIGNED AND SIZED BY AQUADUCT, INC. (REFERE TO DESIGN SPECS FOR EXACT SIZING.)

5 SD2 TYP. CONCRETE DETAIL FOR AQUADUCT TRENCH DRAIN

NTS



NOTE:

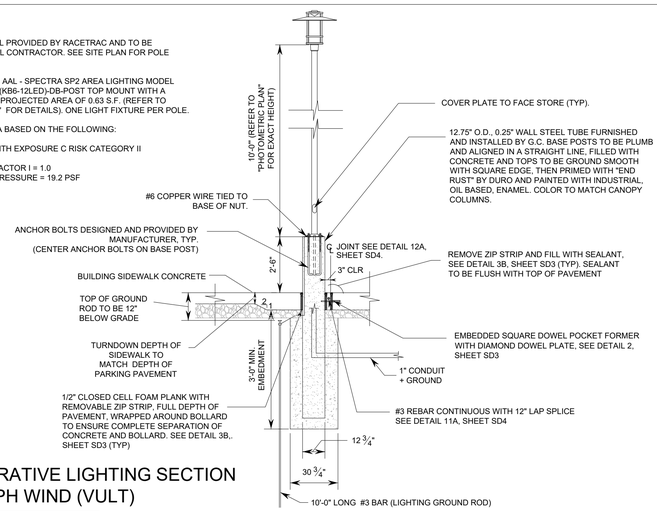
1. FOR TRENCH DRAINS OVER 36" IN DEPTH, ADD AN ADDITIONAL LEVEL OF BRACING FOR EACH ADDITIONAL 12" OF DEPTH.

6 SD2 AQUADUCT TRENCH DRAIN BRACING LAYOUT DETAILS

NTS

NOTES:

1. LIGHT POLES TO BE AAL PROVIDED BY RACETRAC AND TO BE INSTALLED BY GENERAL CONTRACTOR. SEE SITE PLAN FOR POLE LOCATIONS.
2. LIGHT FIXTURES TO BE AAL - SPECTRA SP2 AREA LIGHTING MODEL STR-Y4-2050 FCO-MOD (KB6-12LED)-DB-POST TOP MOUNT WITH A MAXIMUM EFFECTIVE PROJECTED AREA OF 0.63 S.F. (REFER TO "PHOTOMETRIC PLAN" FOR DETAILS). ONE LIGHT FIXTURE PER POLE.
3. WIND DESIGN CRITERIA BASED ON THE FOLLOWING:
   A. ASCE 7-10
   B. Vult=120 MPH WITH EXPOSURE C RISK CATEGORY II
   C. Vasd=93 MPH
   D. IMPORTANCE FACTOR I = 1.0
   E. DESIGN WIND PRESSURE = 19.2 PSF

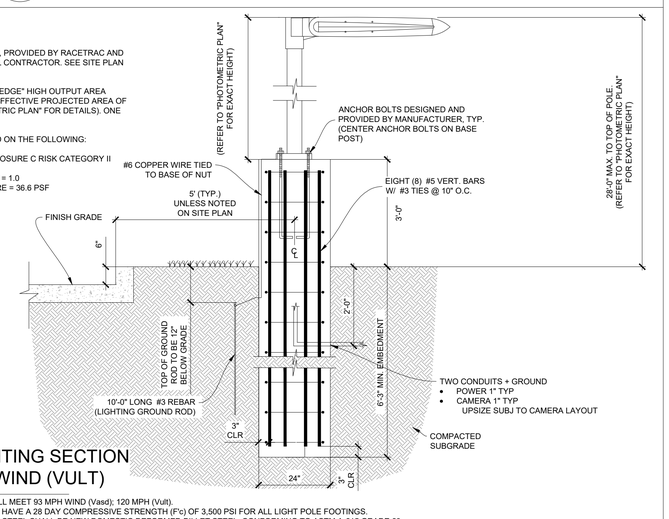


7 SD2 DECORATIVE LIGHTING SECTION 120 MPH WIND (VULT)

1. LIGHT POLES SHALL MEET 93 MPH WIND (Vasd); 120 MPH (Vult).
2. CONCRETE SHALL HAVE A 28 DAY COMPRESSIVE STRENGTH (F'c) OF 3,500 PSI FOR ALL LIGHT POLE FOOTINGS.
3. ALL REINFORCING STEEL SHALL BE NEW DOMESTIC DEFORMED BILLET STEEL CONFORMING TO ASTM A-615 GRADE 60.

NOTES:

1. LIGHT POLES TO BE SPALDING, PROVIDED BY RACETRAC AND TO BE INSTALLED BY GENERAL CONTRACTOR. SEE SITE PLAN FOR POLE LOCATIONS.
2. LIGHT FIXTURES TO BE CREE "EDGE" HIGH OUTPUT AREA LUMINAIRE WITH A MAXIMUM EFFECTIVE PROJECTED AREA OF 2.0 S.F. (REFER TO "PHOTOMETRIC PLAN" FOR DETAILS). ONE LIGHT FIXTURE PER POLE.
3. WIND DESIGN CRITERIA BASED ON THE FOLLOWING:
   A. ASCE 7-10
   B. Vult=120 MPH WITH EXPOSURE C RISK CATEGORY II
   C. Vasd=93 MPH
   D. IMPORTANCE FACTOR I = 1.0
   E. DESIGN WIND PRESSURE = 36.6 PSF



8 SD2 SITE LIGHTING SECTION 120 MPH WIND (VULT)

1. LIGHT POLES SHALL MEET 93 MPH WIND (Vasd); 120 MPH (Vult).
2. CONCRETE SHALL HAVE A 28 DAY COMPRESSIVE STRENGTH (F'c) OF 3,500 PSI FOR ALL LIGHT POLE FOOTINGS.
3. ALL REINFORCING STEEL SHALL BE NEW DOMESTIC DEFORMED BILLET STEEL CONFORMING TO ASTM A-615 GRADE 60.
4. CONCRETE ABOVE FINISH GRADE TO BE SMOOTH WITH RUBBED FINISH.
5. CONCRETE LIGHT POLE BASES TO BE PAINTED TO MATCH BOLLARD.

NO.	A	ISSUED FOR CITY PERMITTING	DATE
			05.30.2025

MP DESIGN GROUP
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Racetrac
RACETRAC PETROLEUM, INC.
200 GALLERIA PARKWAY SE
SUITE 900 ATLANTA, GA 30339
(770) 431-7600

STANDARD DETAILS

RACETRAC - BAY ST. LOUIS

I 10 - US 43
BAY ST. LOUIS, MS
HANCOCK COUNTY

DRAWN-BY	BNOBLIN
DATE	02.03.2026
SCALE	AS NOTED
DRAWING NAME: RACETRAC BSL	
SD2	A
SHEET NO.	VERSION

GENERAL CONCRETE PAVEMENT NOTES

1. REVIEW AND VERIFY ALL AS-BUILT CONDITIONS WHICH AFFECT NEW CONSTRUCTION PRIOR TO SUBMISSION OF SHOP DRAWINGS AND ANY FABRICATION.
2. INDUSTRY STANDARDS GOVERNING THIS WORK ARE OF THE LATEST ISSUE AT THE DATE OF THIS DRAWING RELEASE.
3. ENSURE STORAGE, HANDLING, PREPARATION, INSTALLATION, ETC. OF ALL MATERIALS ARE IN ACCORDANCE WITH MANUFACTURER'S / VENDOR'S PRINTED RECOMMENDATIONS AND INSTRUCTIONS.

PAVEMENT SUBGRADE AND BASE NOTES

1. ENSURE TESTING AGENCY VERIFIES THE SUBGRADE IS COMPACTED TO THE SPECIFIED MAXIMUM DRY DENSITY AS DETERMINED BY THE GEOTECHNICAL ENGINEER. RECOMPACT SOFT AREAS AS DIRECTED BY THE GEOTECHNICAL ENGINEER. TESTING AGENCY TO PROVIDE A LETTER REPORT TO THE OWNER'S REPRESENTATIVE STATING THAT THE SUBGRADE HAS BEEN PROPERLY COMPACTED.
2. ENSURE TESTING AGENCY EVALUATES THE SUBGRADE BY PROOF-ROLLING. PROOF ROLLING TO BE DONE BY A FULLY LOADED TANDEM-AXLE DUMP TRUCK OR OTHER EQUIVALENTLY WHEELED VEHICLE ACCEPTABLE TO THE TESTING AGENCY. REPAIR SOFT AREAS THAT DEPRESS DEEPER THAN 1/2 INCH AS DIRECTED BY THE TESTING AGENCY. TESTING AGENCY TO PROVIDE A LETTER REPORT TO THE OWNER'S REPRESENTATIVE STATING THE SUBGRADE HAS BEEN PROOF-ROLLED AND IS ACCEPTABLE. **** DO NOT** PROOF-ROLL ON TOP OF OR WITHIN 5 FEET OF THE EDGE OF THE UNDERGROUND STORAGE TANK LOCATIONS.
   A. IF APPLICABLE, THIS PROCESS SHOULD BE IMPLEMENTED AFTER COMPLETION OF THE ROUGH GRADING AND SHOULD BE REPEATED BEFORE THE PLACEMENT OF THE SLAB.
   B. IF RUTTING OR PUMPING IS EVIDENT AT ANY TIME DURING PREPARATION OF THE SUBGRADE, SUBBASE, BASE ROLLING, OR SLAB PLACEMENT, CORRECTIVE ACTION SHOULD BE TAKEN. FULL SOIL SUPPORT HAS BEEN ACHIEVED IF THE ROLLED AREA IS OBSERVED TO BE FIRM AND UNYIELDING, WITH NO DEPRESSIONS GREATER THAN 1/2 IN. RUTTING NORMALLY OCCURS WHEN THE SURFACE OF THE BASE OR SUBBASE IS WET, GREATER THAN THREE PERCENTAGE POINTS ABOVE OPTIMUM MOISTURE CONTENT, AND THE UNDERLYING SOILS OR SUBGRADE ARE FIRM. PUMPING NORMALLY OCCURS WHEN THE SURFACE OF THE BASE OR SUBBASE IS DRY AND THE UNDERLYING SOILS ARE WET.
   C. REPAIRS SHOULD INCLUDE, BUT NOT BE LIMITED TO, RAKING SMOOTH OR CONSOLIDATING WITH SUITABLE COMPACTION EQUIPMENT.
3. AGGREGATE BASE MATERIAL:
   A. COARSE AGGREGATE BASE: CRUSHER RUN WITH ROCK FINES. USE ASTM D448, NO. 467, 57 OR 67 BLEND ONLY IF NOTED OR ALLOWED.
   B. FINE AGGREGATE BASE: CLEAN SCREENINGS ASTM D 448, NO. 10 WITH 6% TO 12% PASSING NO. 200 SIEVE.
5. AGGREGATE BASE MATERIAL INSTALLATION:
   A. COMPACT COARSE AGGREGATE BASE TO FINAL THICKNESS SHOWN IN LAYERS NOT EXCEEDING 6 INCHES, WITH MINIMUM OF 2 PASSES PER LAYER WITH A VIBRATORY COMPACTOR.
   B. COMPACT BASE TO THE SPECIFIED MAXIMUM DRY DENSITY AS DETERMINED BY THE GEOTECHNICAL ENGINEER.
   C. CHOKE-OFF TOP SURFACE OF COARSE AGGREGATE BASE WITH FINE AGGREGATE BASE MATERIAL DUE TO THE FOLLOWING:
      C.1. AS REQUIRED TO MEET FINE GRADE ELEVATION TOLERANCES SPECIFIED.
      C.2. WHERE COARSE AGGREGATE BASE MATERIAL DOES NOT HAVE SUFFICIENT FINE PARTICLES TO PRODUCE A SURFACE THAT IS FREE OF EXPOSED AGGREGATE OR SURFACE VOIDS IMMEDIATELY PRIOR TO PAVEMENT INSTALLATIONS.
   D. COMPACT FINE AGGREGATE BASE CHOKE-OFF LAYER WITH A MINIMUM OF 2 PASSES WITH A VIBRATORY COMPACTOR.
   E. TOP SURFACE OF BASE MATERIAL TO BE DRY, SMOOTH, FLAT, DENSE SURFACE IMMEDIATELY BEFORE PLACING CONCRETE.
6. ENSURE TESTING AGENCY VERIFIES AGGREGATE BASE IS COMPACTED TO THE SPECIFIED MAXIMUM DRY DENSITY AS DETERMINED BY THE GEOTECHNICAL ENGINEER IMMEDIATELY PRIOR TO PLACING PAVEMENT. TESTING AGENCY TO PROVIDE LETTER REPORT TO OWNER'S REPRESENTATIVE STATING THE BASE IS ACCEPTABLE.
7. NOTIFY THE OWNER'S REPRESENTATIVE IMMEDIATELY IF UNUSUAL SOIL CONDITIONS ARE FOUND.
8. PROTECT EXISTING STRUCTURES, UTILITIES, PROPERTY CORNERS, ETC. RESTORE ALL ITEMS DAMAGED, AS REQUIRED BY OWNER, AT NO COST TO OWNER OR WITHOUT EXTENSION OF CONTRACT TIME. **** DO NOT** ALLOW STORED EXCAVATION MATERIAL TO DISRUPT PROPER DRAINAGE OF AREA, DAMAGE TO SURROUNDING AREAS, OR STAIN ADJACENT CONCRETE.
9. DISPOSE OF EXCAVATED MATERIAL AS REQUIRED BY OWNER'S REPRESENTATIVE.

CONCRETE PAVEMENT NOTES:

1. CONFORM TO ACI 318 AND 117 FOR THE DESIGN AND PLACEMENT OF CONCRETE, REINFORCING, AND RELATED ITEMS.
2. CONFORM TO ACI 306.1 FOR COLD WEATHER CONCRETING AND ACI 305R WHEN ANY COMBINATION OF HIGH TEMPERATURE, LOW RELATIVE HUMIDITY, AND WIND VELOCITY TEND TO IMPAIR THE QUALITY OF THE CONCRETE. REJECT CONCRETE IF ITS TEMPERATURE AT TIME OF PLACEMENT IS 90 DEGREES FAHRENHEIT (°F) OR ABOVE. PROTECT SURFACES OF EXPOSED CONCRETE FROM PRECIPITATION DAMAGE UNTIL ADEQUATE STRENGTH IS GAINED TO PREVENT DAMAGE.
   A. MINIMUM CONDITIONS FOR CONCRETE PLACEMENT-
      - AMBIENT CONDITIONS - 35° AND RISING
      - AGGREGATE BASE TEMP - 45° AND RISING
      - CONCRETE TEMPERATURE - 65° (+/- 5°)
      - CURE APPLICATION - 45° AND RISING
3. CONFORM TO ACI 302.1R, 304R, 308, 309R AND 347R FOR CONCRETE, FORM WORK, CURING, AND RELATED ITEMS. CONFORM TO CRSI MANUAL OF STANDARD PRACTICE AND CRSI PLACING REINFORCING BARS FOR PLACING REINFORCING.
4. PROVIDE A MINIMUM CONCRETE COMPRESSIVE STRENGTH AT 28 DAYS OF 3500 psi.
5. PROVIDE A MINIMUM CEMENTITIOUS CONTENT IN ACCORDANCE WITH ACI 302.1R AND A MAXIMUM WATER/CEMENTITIOUS RATIO OF 0.50. MEASURE AND MIX CONCRETE IN ACCORDANCE WITH ACI 211.1. AIR ENTRAIN CONCRETE EXPOSED TO THE WEATHER. USE SLUMP OF FIVE INCHES (+1/2 INCH, -ONE INCH).
6. SUBMIT FOR APPROVAL MIX DESIGNS AND TEST RESULTS FOR COMPRESSIVE STRENGTH, SLUMP, AND AIR ENTRAINMENT. INCLUDE STANDARD DEVIATIONS AND AVERAGE COMPRESSIVE STRENGTHS FOR FIELD DATA. INCLUDE BRAND NAME AND CHEMICAL COMPOSITION OF ALL ADMIXTURES. INCLUDE AGGREGATE TYPE, SOURCE, AND AGGREGATE GRADATION WITH PERCENT RETAINED ON EACH SIEVE FOR EACH AGGREGATE SIZE GROUP AND TOTAL COMBINED FOR ALL SIZE GROUPS. SUBMIT 14 DAYS MINIMUM PRIOR TO USE.
7. MIX AND TRANSPORT READY-MIXED CONCRETE IN ACCORDANCE WITH ASTM C94, EXCEPT REDUCE MAXIMUM DISCHARGE TIME TO 75 AND 60 MINUTES FOR AIR TEMPERATURES OF 85-90 AND 90 F, RESPECTIVELY.
8. THE OWNER'S TESTING AGENCY WILL TEST SAMPLES OF CONCRETE FOR COMPRESSIVE STRENGTH, AIR ENTRAINMENT, SLUMP, DENSITY (UNIT WEIGHT) AND TEMPERATURE IN ACCORDANCE WITH ASTM C31, C39 AND C138 FROM THE FIRST TRUCK EACH DAY AND THEN EACH 100 CUBIC YARDS FOR EACH TYPE OF CONCRETE PLACED PER DAY, BUT NOT LESS THAN ONCE FOR EACH DAY OF CONCRETE PLACEMENT. WHEN ABOVE SCHEDULE PROVIDES LESS THAN FIVE TESTS PER TYPE OF CONCRETE, TEST FIVE RANDOM BATCHES. IF FEWER THAN 5 BATCHES ARE USED, TEST EACH BATCH. IF CONCRETE IS PUMPED, ENSURE TEST SAMPLES ARE TAKEN AT THE POINT OF PLACEMENT. EACH COMPRESSIVE TEST SHALL CONSIST OF FOUR TEST CYLINDERS TO BE TESTED AS FOLLOWS: ONE AT SEVEN DAYS, TWO AT 28 DAYS, ONE RESERVE.
9. CONFORM TO THE FOLLOWING:
   A. CEMENT: ASTM C 150.
      1. TYPE I-II, II OR TYPE I CEMENT WITH MAXIMUM C3A CONTENT OF 8%.
   B. AGGREGATES:
1. ASTM C33, SUBJECT TO SEVERE WEATHERING AND ABRASION, SURFACE APPEARANCE IS IMPORTANT.
   2.OF TOTAL COMBINED COARSE AND FINE AGGREGATES PER MIX DESIGN, DO NOT ALLOW MATERIAL RETAINED ON ANY ONE SIEVE TO BE LESS THAN 6% NOR MORE THAN 24% OF TOTAL BY WEIGHT, EXCEPT:
      (1) LARGEST COARSE AGGREGATE SIZE TO BE #4 STONE. RETAIN 1% TO 8% OF TOTAL COMBINED AGGREGATES PER MIX DESIGN ON LARGEST SIEVE WITH RETAINED AGGREGATE.
      (2) NO. 30 AND 50 SIEVES TO BE 6% TO 15%.
      (3) NO. 100 SIEVE TO BE 2% TO 5%.
   3.GRADATION REQUIREMENTS OF ASTM C33 MAY BE WAIVED, IF ALLOWED BY ENGINEER, IN ORDER TO MEET 6% - 24% RANGE NOTED ABOVE.
   C. WATER: CLEAN AND POTABLE.
   D. AIR ENTRAINMENT: ASTM C260.
   E. WATER-REDUCER: ASTM C494, TYPE A, OR D IF APPROVED. NON-CHLORIDE TYPE.
   F. RETARDER: ASTM C494, TYPE B OR D.
   G. ACCELERATOR: ASTM C494, TYPE C OR E. NON-CHLORIDE AND NON-THIOCYANATE TYPE.
   H. FLY ASH: ASTM C 618, CLASS C OR F, EXCEPT LOSS ON IGNITION NOT TO EXCEED 3%.
   I. SLAG: ASTM C989, GRADE 100 MINIMUM.
   J. AGGREGATE BASE: CRUSHER RUN WITH ROCK FINES COMPACT WITH A MINIMUM OF TWO PASSES WITH A SMOOTH VIBRATORY COMPACTOR.
   K. JOINT BACK-UP MATERIAL: POLYETHYLENE FOAM, 100% CLOSED CELL.
   L. FIRM PREFORMED JOINT FILLER (PJF): ASTM D 1751, NONEXTRUDING, USE FULL DEPTH OF CONCRETE.
   M. SOFT PREFORMED JOINT FILLER: "EXPANSION-JOINT FILLER" BY SONNEBORN, "DECK-O-FOAM" BY W. R. MEADOWS, OR "CERAMAR" FLEXIBLE FOAM BY W. R. MEADOWS. USE FULL DEPTH OF CONCRETE.
   N. EVAPORATION RETARDANT: "EUCO-BAR" BY EUCLID, "CONFILM" BY MASTER BUILDERS OR AQUAFILM BY DAYTON SUPERIOR
   O. LOAD PLATE DOWELS AND CUPS: PNA, 1-800-542-0214
   P. SQUARE DOWELS AND POCKET FORMERS: SQUARE DOWEL SYSTEM BY PNA. 1-800-542-0214, ¾" DOWEL CLIP SYSTEM BY PNA
   Q. PAVEMENT SEALANT: DOW 888 BY DOW CORNING, 301 NS BY PECORA, SPECTRUM 800 OR 900 BY TREMCO.
   R. LIQUID CURING AND SEALING COMPOUND: ASTM C1315, TYPE I, STYRENE ACRYLATE OR METHACRYLATE TYPE, 29% MINIMUM SOLIDS CONTENT, CLEAR, NON-YELLOWING, STYRENE BUTADIENE NOT ALLOWED AS PART OF BLEND.
   S. REBAR SUPPORT DEVICES: CRSI MANUAL OF STANDARD PRACTICE.
10. DO NOT USE MANUFACTURED SAND EXCEPT AS A BLEND WITH NATURAL SAND AND/OR AS APPROVED BY ENGINEER.
11. IF POZZOLAN IS APPROVED, ENSURE WEIGHT OF POZZOLAN DIVIDED BY SUM OF CEMENT AND POZZOLAN WEIGHTS IS AT LEAST 15% AND DOES NOT EXCEED FOLLOWING:
   A. FLY ASH:
      CLASS C FLY ASH: 25%.
      CLASS F FLY ASH: 20%.
   B. SLAG: 30%
12. DO NOT USE CALCIUM CHLORIDE AS PART OF ADMIXTURE OR BY ITSELF.
13. ENSURE REINFORCING BARS CONFORM TO ASTM A615 GRADE 60, DEFORMED
14. THE GEOTECHNICAL ENGINEERING REPORT INDICATES THAT THE SOILS ON-SITE HAVE A XXXXXXXX SULFATE EXPOSURE. WHERE IMPORTED FILL OR BASE MATERIALS ARE IN CONTACT WITH CONCRETE, THE SULFATE CONTENT AND EXPOSURE OF THESE MATERIALS SHALL BE ACQUIRED BY TEST. SUBMIT ALL TEST RESULTS WITH CONCRETE MIX DESIGNS. FAILURE TO PROVIDE SUPPORTING TEST RESULTS FROM AN ACCREDITED TESTING LABORATORY WILL REQUIRE THE CONCRETE MIX TO BE PROPORTIONED FOR VERY SEVERE SULFATE EXPOSURE AT NO ADDITIONAL COST OR DELAY IN THE PROJECT SCHEDULE.
15. CONCRETE SHALL BE PROPORTIONED TO MEET THE PROJECT SPECIFICATIONS AND THE MINIMUM CRITERIA ESTABLISHED IN "TABLE A" (THIS SHEET) BASED ON THE SULFATE EXPOSURE FROM ANY ADJACENT SOILS OR FILL MATERIALS.
16. ADDITIONALLY, EXTERIOR CONCRETE EXPOSED TO FREEZING TEMPERATURES AND/OR SALT OR DEICING CHEMICALS SHALL HAVE AIR ENTRAINMENT AND THE CEMENT CONTENT APPROPRIATE FOR THE EXPECTED EXPOSURE.
   A. MINIMUM 4500 psi AND A 0.45 w/cm RATIO. AIR ENTRAIN CONCRETE TO PROVIDE 6% (+/ 1.5%) AIR. PROVIDE SLUMP OF FIVE INCHES (+/-ONE INCH) AT POINT OF CONCRETE PLACEMENT.
17. CONCRETE TO MEET DURABILITY REQUIREMENTS OF ACI 301. FREEZING AND THAWING EXPOSURE CATEGORY TO BE [F0] [F1] [F2] [F3], SULFATE EXPOSURE CATEGORY TO BE [S0] [S1] [S2] [S3], AND CORROSION PROTECTION EXPOSURE CATEGORY TO BE [C0] [C1] [C2]. PROVIDE A MINIMUM CONCRETE COMPRESSIVE STRENGTH AT 28 DAYS OF [3500 PSI] [4000 PSI] [4500 PSI] [5000 PSI] WITH MAXIMUM WATER/CEMENTITIOUS RATIO OF [0.55] [0.50] [0.45] [0.40].
18. ENSURE REINFORCING BARS CONFORM TO ASTM A615 GRADE 60, DEFORMED.
19. PROVIDE CLASS B TENSION LAP SPLICES PER ACI 318, FOR CONCRETE STRENGTH AND BAR LOCATIONS NOTED.
20. MAINTAIN FULL THICKNESS FOR DEPRESSED OR SLOPED PAVEMENTS.
21. ** DO NOT ADD WATER OR PLAIN CEMENT TO ANY PAVEMENT SURFACE DURING FINISHING OPERATIONS.
22. PERFORM NO FINISHING OPERATION WHILE WATER IS PRESENT ON PAVEMENT SURFACE.
23. STRIKE OFF CONCRETE TO REQUIRED ELEVATIONS AND IMMEDIATELY START FINISHING/FLATTENING OPERATIONS. ENSURE FINISHING OPERATIONS ARE NO MORE THAN NECESSARY TO REMOVE IRREGULARITIES AND MEET SPECIFIED TOLERANCES. USE A HIGHWAY STRAIGHTEDGE 10-FOOT-WIDE MAXIMUM, UNLESS OTHERWISED ALLOWED BY OWNER'S REPRESENTATIVE, IN ORDER TO CUT OFF HIGH SPOTS AND FILL IN LOW SPOTS. PERFORM FINISHING OPERATIONS AS NECESSARY TO ENSURE PAVEMENT WILL DRAIN WELL. UNIFORMLY FINISH SURFACE TO TEXTURE PREVIOUSLY APPROVED BY OWNER'S REPRESENTATIVE. ** DO NOT ALLOW SURFACE TO DRY DURING FINISHING OPERATIONS AND BEFORE CURING COMPOUND IS APPLIED; USE EVAPORATION RETARDANT AS NECESSARY TO PREVENT SURFACE DRYING AND PLASTIC SHRINKAGE CRACKS.
24. FOR TOLERANCES CONFORM TO ACI 117 AND ACI 347R, EXCEPT AS NOTED BELOW:
   A. PAVEMENT AGGREGATE BASE FINE GRADE +0, -3/4 INCH.
   B. MINIMUM PAVEMENT TOLERANCE: -3/4 INCH.
   C. WHEN COMPUTING THE AVERAGE OF ALL SAMPLES, SAMPLES WITH A THICKNESS MORE THAN ¼ INCH ABOVE THE SPECIFIED THICKNESS SHALL BE ASSUMED TO HAVE A THICKNESS OF 3/4 INCH MORE THAN THE SPECIFIED THICKNESS.
   D. AVERAGE PAVEMENT THICKNESS TOLERANCE: -0.
   E. THICKNESS SAMPLES ARE TO BE RANDOMLY LOCATED FROM EACH PAVEMENT PLACEMENT AND NOT EXCEED 1000 SQUARE FEET OF PAVEMENT SURFACE AREA.
25. START SAWING PAVEMENT CONTRACTION JOINTS USING A "SOFF-CUT" SAW, BLADES AND SKID PLATES AS SOON AS CONCRETE HAS HARDENED SUFFICIENTLY TO PREVENT RAVELING OR DISLODGING OF AGGREGATES. UNLESS RAVELING OR DISLODGING OCCURS, COMPLETE SAWING OF JOINTS WITHIN THE MAXIMUM ELAPSED TIME LIMIT NOTED BELOW, BUT PREFERABLY LESS. THE SPECIFIED TIME FOR ANY ONE LOCATION STARTS WHEN FINISHING OPERATIONS ARE COMPLETE FOR THAT LOCATION. THE SPECIFIED TEMPERATURE IS THE MAXIMUM AIR TEMPERATURE IN DEGREES FAHRENHEIT (°F) THAT OCCURS WITHIN THE SPECIFIED TIME LIMIT. THE ELAPSED TIME MAY NEED TO BE SHORTENED EVEN MORE IF DRY AND OR WINDY CONDITIONS ARE PRESENT. ENSURE JOINTS ARE CLEANED AFTER SAWING AND REMAIN CLEAN UNTIL SEALED.

MAX DEGREES FAHRENHEIT (°F)	MAX ELAPSED HOURS
85 AND ABOVE	1
60 - 84	2
50 - 59	3
40 - 49	4

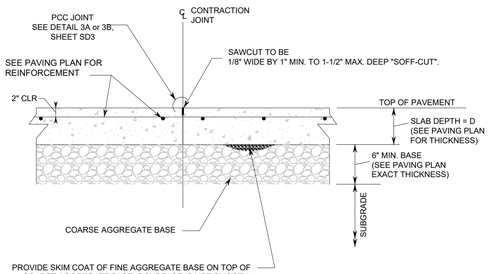
26. START CURING AS SOON AS CONCRETE SURFACE WILL NOT BE DAMAGED BY CURING OPERATIONS.
27. ENSURE PAVEMENT SURFACE IS PROTECTED FROM EQUIPMENT SCRAPES, IMPACT ABRASIONS, STAINS, ETC. REPAIR PAVEMENT SURFACE AS DIRECTED BY OWNER'S REPRESENTATIVE. ENSURE VEHICLES AND EQUIPMENT ARE DIAPERED TO PREVENT OIL OR OTHER FLUID LEAKS FROM STAINING THE PAVEMENT. VEHICLE AND EQUIPMENT TRAFFIC IS PROHIBITED UNTIL THE COMPLETION OF PAVEMENT CURING PERIOD (MINIMUM OF SEVEN CONSECUTIVE DAYS).
28. REFER TO ARCHITECTURAL, MECHANICAL, ELECTRICAL, PROCESS, CIVIL AND VENDOR'S DRAWINGS FOR EMBEDDED ITEMS NOT SHOWN. COORDINATE AND PLACE ALL EMBEDDED ITEMS SHOWN ON THE DRAWINGS OR REQUIRED BY ALL TRADES.
29. PRE-CONSTRUCTION MEETINGS:
   A. ATTEND PRE-CONSTRUCTION / PLACEMENT MEETING TO BE SCHEDULED AT LEAST 7 DAYS BEFORE STARTING MAIN CONCRETE PAVEMENT.
   B. ATTENDANCE DESIGNATED BY THE OWNER'S REPRESENTATIVE AND THE FOLLOWING:
      STRUCTURAL SERVICES INC. REPRESENTATIVE (863-393-4495), TESTING AGENCY, CONTRACTOR, CONCRETE SUPPLIER (INCLUDING QUALITY CONTROL PERSONNEL), AND SUBCONTRACTORS FOR SUBGRADE AND BASE PREPARATION, REINFORCEMENT, PUMPING OR OTHER MEANS OF CONVEYING PLACEMENT, FINISHING, SAWING, FORMWORK, AND OTHER PERTINENT PORTIONS OF WORK.
   C. REPRESENTATIVES ARE TO BE PERSONNEL WHO ARE DIRECTLY INVOLVED IN PROJECT AND WHO HAVE AUTHORITY TO CONTROL WORK.

TABLE A: NASHVILLE & BELOW (SEE CONCRETE PAVEMENT NOTE #5)

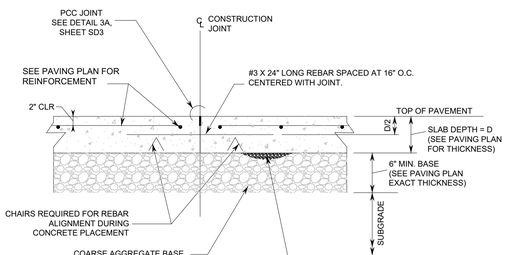
SULFATE EXPOSURE	WATER SOLUBLE SULFATE (SO_4) IN WATER PPM	SULFATE (SO_4) IN WATER PPM	PORTLAND CEMENT TYPE	MAXIMUM W/C RATIO	CONCRETE PAVEMENTS
NEGLIGIBLE	$0.00 \leq SO_4 < 0.10$	$0 \leq SO_4 < 150$	I	0.55	3500
MODERATE	$0.10 \leq SO_4 < 0.20$	$150 \leq SO_4 < 1500$	II	0.50	4000
SEVERE	$0.20 \leq SO_4 \leq 2.00$	$1500 \leq SO_4 < 10,000$	V	0.45	4500
VERY SEVERE	$SO_4 > 2.00$	$SO_4 > 10,000$	V PLUS POZZOLAN	0.40	5000

NOTE TO CIVIL ENGINEERING COMPANY

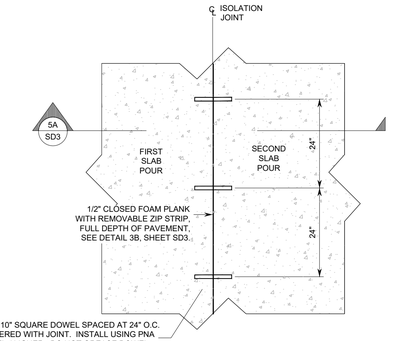
TYPICALLY USE "MODERATE" EXPOSURE FROM TABLE. CONTACT EPM IF EXPOSURE CLASS SHOULD BE CHANGED.



3 SD3 — SLAB CONTRACTION JOINT SECTION — NTS



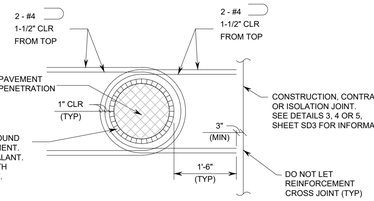
4A SD3 — SLAB CONSTRUCTION JOINT SECTION — NTS



5 SD3 — ISOLATION JOINT PARTIAL PLAN DETAIL — NTS

NOTES:

1. SLAB PENETRATIONS INCLUDE, BUT ARE NOT LIMITED TO, BOLLARDS, MANHOLES, INLETS, CLEANOUTS, WATER VALVES, ETC.
2. DO NOT INSTALL CLOSED CELL FOAM AROUND TANK MANHOLE PENETRATIONS.

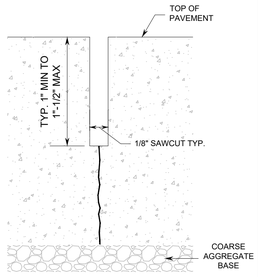


1/2" CLOSED CELL FOAM PLANK WITH REMOVABLE ZIP STRIP, WRAPPED AROUND PENETRATION, FULL DEPTH OF PAVEMENT. REMOVE ZIP STRIP AND FILL WITH SEALANT. SIMILAR TO DETAIL 9B, SHEET SD3 WITH SEALANT FLUSH WITH TOP PAVEMENT.

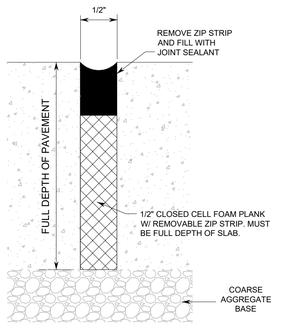
1 SD3 — SLAB PENETRATIONS DETAIL (SSW, BOLLARD,ETC) — NTS

NOTES:

1. SAWCUT JOINTS IN ACCORDANCE WITH CONCRETE PAVEMENT NOTE 25, SHEET SD3.

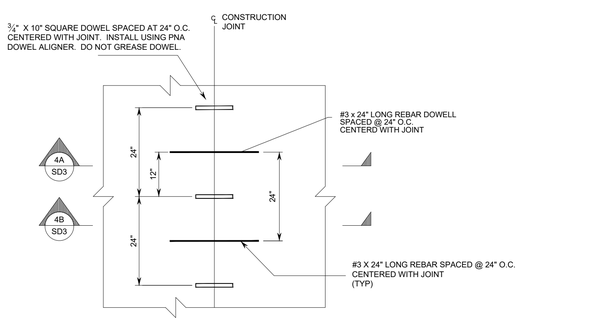


3A SD3 — PCC JOINT DETAIL — NTS

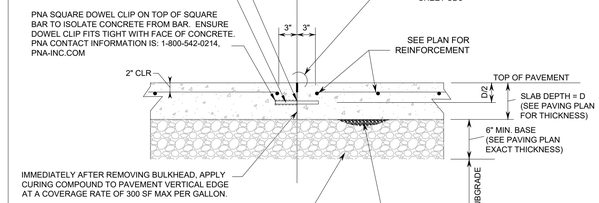


COMPRESSIBLE CLOSED FOAM PLANK ISOLATION JOINT DETAIL

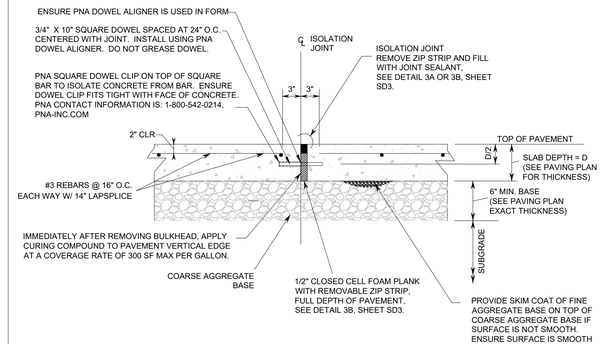
3B SD3 — NTS



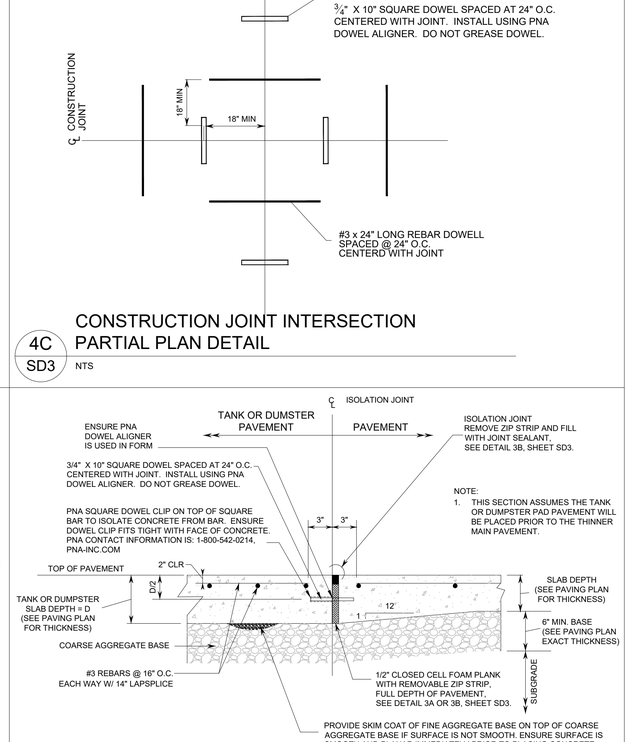
4 SD3 — CONSTRUCTION JOINT PARTIAL PLAN DETAIL — NTS



4B SD3 — SLAB CONSTRUCTION JOINT SECTION — NTS



5A SD3 — ISOLATION JOINT SECTION — NTS



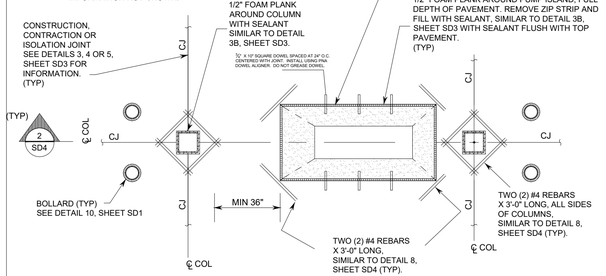
ISOLATION JOINT @ TANK PAD AND DUMPSTER PAD PAVEMENT SECTION

5B SD3 — NTS

℄ CONSTRUCTION
JOINT
¾" X 10" SQUARE DOWEL SPACED AT 24" O.C.
CENTERED WITH JOINT. INSTAL

NOTES:

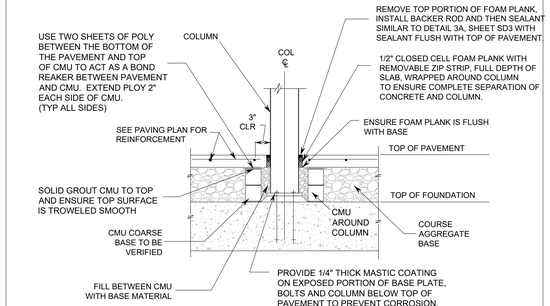
1. SEE DETAIL 1, SHEET SD2 FOR ISLAND LAYOUT DIMENSIONS.
2. SEE DETAIL 3, SHEET SD3 FOR INFORMATION NOT SHOWN.



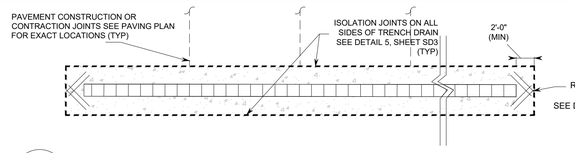
1 SD4 CONCRETE DETAIL @ DISPENSER ISLAND

NOTES:

1. SEE DETAIL 3, SHEET SD3 FOR INFORMATION NOT SHOWN.



2 SD4 NTS CANOPY COLUMN SECTION WITHOUT COLUMN CLADDING



3A SD4 SITE TRENCH DRAIN PLAN — NTS

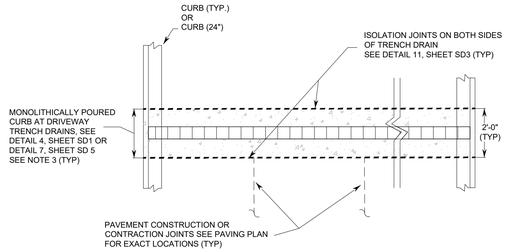
NOTES:

1. TRENCH DRAIN TO BE ISOLATED ON ALL SIDES WITH ISOLATION JOINT. SEE DETAIL 11, SHEET SD3
2. 2'-0" (MIN) CLEARANCE BETWEEN EDGE OF TRENCH DRAIN AND ISOLATION JOINTS.

3B SD4 DRIVEWAY TRENCH DRAIN PLAN — NTS

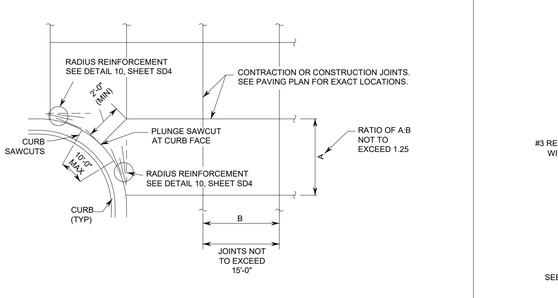
NOTES:

1. TRENCH DRAIN TO BE ISOLATED ON BOTH SIDES WITH ISOLATION JOINT. SEE DETAIL 5, SHEET SD3
2. 2'-0" (MIN) CLEARANCE BETWEEN EDGE OF TRENCH DRAIN AND ISOLATION JOINTS.
3. CURBING BETWEEN ISOLATION JOINTS TO BE A MONOLITHIC POUR, INSTALLED AND FORMED AT TIME OF TRENCH DRAIN CONCRETE. SEE DETAIL 4, SHEET SD1.
4. TRENCH DRAIN TO EXTEND TO FACE OF CURB.

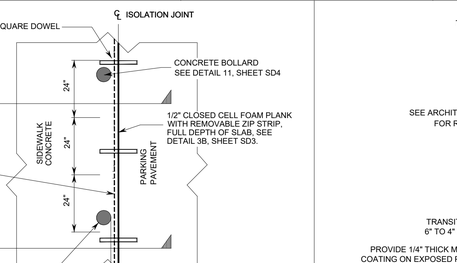


NOTES:

1. SEE DETAIL 3, SHEET SD3 FOR INFORMATION NOT SHOWN.



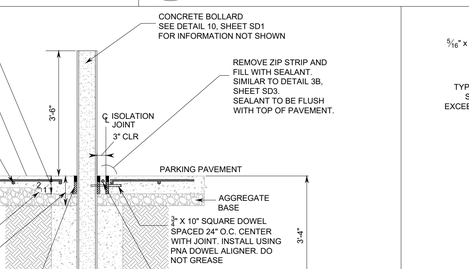
4 SD4 DISPENSER ISLAND SECTION — NTS



NOTES:

1. REFER TO LOCAL JURISDICTION REQUIREMENTS FOR SPECIFIC CONNECTION DETAILS.

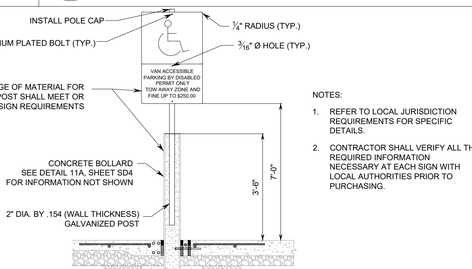
5 SD4 CONCRETE / EXISTING ASPHALT SECTION — NTS



NOTES:

1. REFER TO LOCAL JURISDICTION REQUIREMENTS FOR SPECIFIC CONNECTION DETAILS.

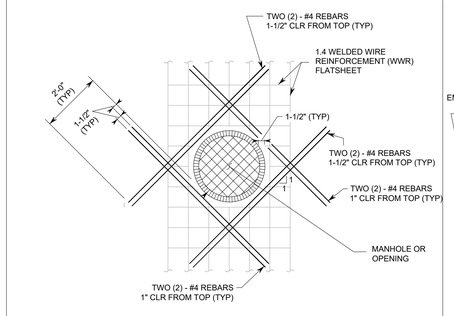
5A SD4 CONCRETE / NEW ASPHALT SECTION — NTS



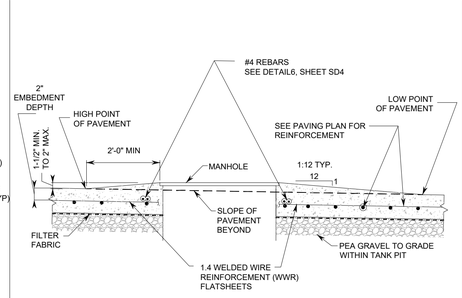
NOTES:

1. IF EXISTING SLAB IS LESS THAN 5-1/2" THICK, NOTIFY OWNER'S REPRESENTATIVE.

5B SD4 CONCRETE / EXISTING CONCRETE SECTION — NTS



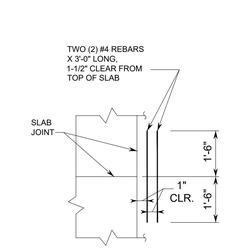
6 SD4 TANK MANHOLE PLAN — NTS



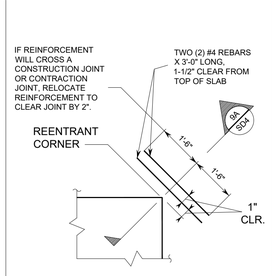
NOTES:

1. REFER TO TANK PLANS FOR MANHOLES SPACING

6A SD4 TANK MANHOLE SECTION — NTS

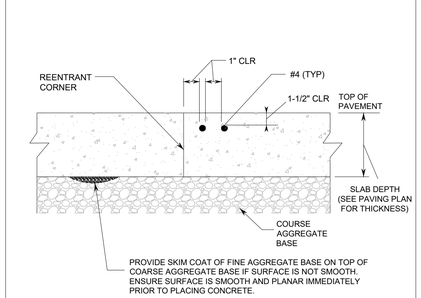


7 SD4 DISCONTINUOUS SLAB REINFORCEMENT JOINT DETAIL — NTS

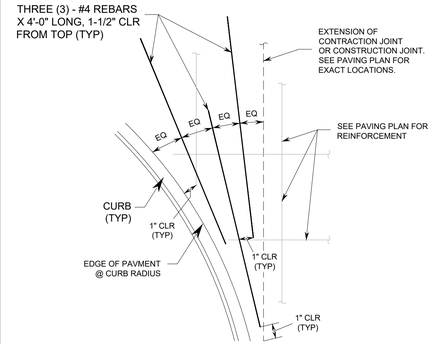


TYPICAL REENTRANT CORNER DETAIL

8 SD4 REENTRANT CORNER DETAIL — NTS



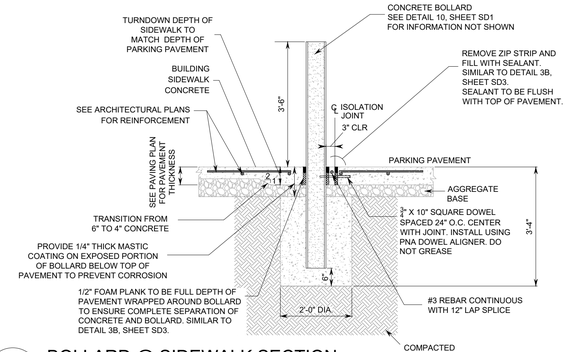
8A SD4 REENTRANT CORNER SECTION — NTS



9 SD4 RADIUS REINFORCEMENT DETAIL — NTS

10 SD4 JOINT SPACING DETAIL PARTIAL PLAN (TYP) — NTS

11 SD4 ISOLATION JOINT @ SIDEWALK PARTIAL PLAN — NTS



11A SD4 BOLLARD @ SIDEWALK SECTION — NTS

NOTES:

1. REFER TO LOCAL JURISDICTION REQUIREMENTS FOR SPECIFIC DETAILS.
2. CONTRACTOR SHALL VERIFY ALL THE REQUIRED INFORMATION NECESSARY AT EACH SIGN WITH LOCAL AUTHORITIES PRIOR TO PURCHASING.

11B SD4 HANDICAP SIGNAGE DETAIL — NTS

NO.	DESCRIPTION	DATE
A	ISSUED FOR CITY PERMITTING	05.30.2025

MACHADO · FATANO · KILPATRICK · JONES
DESIGN GROUP
918 Howard Ave Suite F.
Biloxi, Mississippi 39530
P.: 228.388.1950
www.mpdesigngroup.us

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PERMITTING SET

RaceTrac.

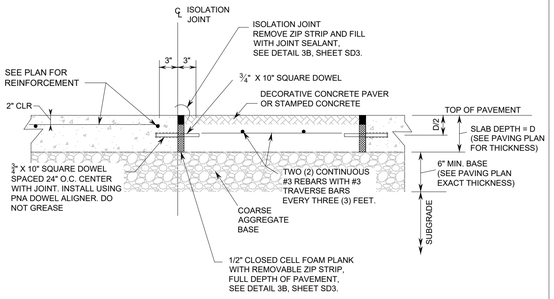
RACETRAC PETROLEUM, INC.
200 GALLERIA PARKWAY SE
SUITE 900 ATLANTA, GA 30339
(770) 431-7600

STANDARD DETAILS

RACETRAC - BAY ST. LOUIS

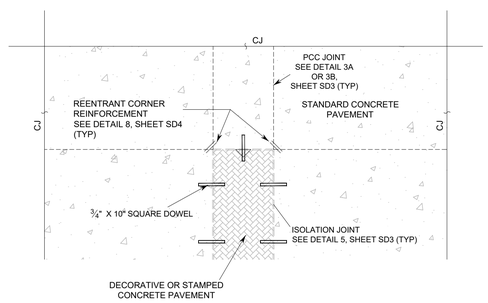
I 10 - US 43
BAY ST. LOUIS, MS
HANCOCK COUNTY

DRAWN-BY	BNOBLIN
DATE	02.03.2026
SCALE	AS NOTED
DRAWING NAME: RACETRAC BSL	
SD4	A
SHEET NO.	VERSION



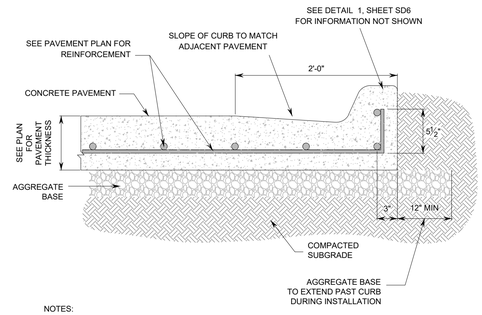
1 SD5 DECORATIVE PAVER SECTION DETAIL

NTS



2 SD5 DECORATIVE PAVER PARTIAL PLAN

NTS

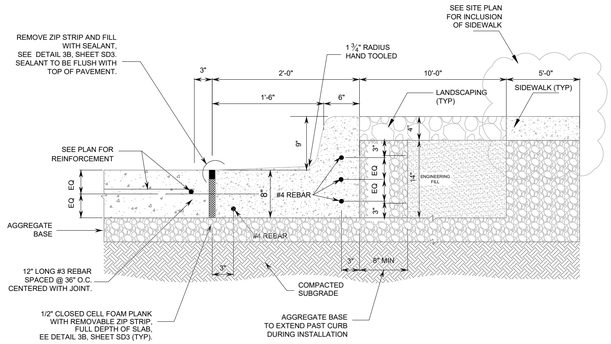


NOTES:

1. CURB CONSTRUCTION AND CONTRACTION JOINTS LOCATIONS NOT TO EXCEED 10 FEET.
2. SAWCUT CONTRACTION JOINTS 1/8" WIDE BY 1-1/2" DEEP AS SOON AS CONCRETE HAS HARDENED SUFFICIENTLY TO PREVENT RAVELING OR DISLODGING OF AGGREGATES.
3. SAWCUT CONSTRUCTION JOINTS 1/8" WIDE BY 1" DEEP, SIMILAR TO DETAIL 9A, SHEET SD3. VERIFY JOINT LOCATIONS WITH THE OWNER'S REPRESENTATIVE.
4. THIS CURB TYPE IS TO BE USED ALONG THE CURB LINE ADJACENT TO THE DRIVEWAY TRENCH DRAINS. SEE PLAN FOR LOCATIONS.

3 SD5 L-BACK MONOLITHIC CURB (TRUCK)

NTS



NOTES:

1. CURB CONSTRUCTION AND CONTRACTION JOINTS LOCATIONS NOT TO EXCEED 10 FEET.
2. SAWCUT CONTRACTION JOINTS 1/8" WIDE BY 1-1/2" DEEP AS SOON AS CONCRETE HAS HARDENED SUFFICIENTLY TO PREVENT RAVELING OR DISLODGING OF AGGREGATES.
3. SAWCUT CONSTRUCTION JOINTS 1/8" WIDE BY 1" DEEP, SIMILAR TO DETAIL 3A, SHEET SD3.
4. VERIFY JOINT LOCATIONS WITH THE OWNER'S REPRESENTATIVE.
5. USE THIS DETAIL WHEN ADJACENT PAVEMENT SLOPES AWAY FROM CURBING.
6. DETAIL ONLY TO BE USED FOR THE BACK CURB OF TRUCK PARKING AREAS, NOT ALONG THE SIDES

4 SD5 TRUCK PARKING CURB

NTS

NO.	A.	ISSUED FOR CITY PERMITTING	05.30.2025	DATE

MP DESIGN GROUP
MACHADO · PATANO · KILPATRICK · JONES
918 Howard Ave Suite F
Biloxi, Mississippi 39530
P: 228.388.1950
www.mpdesigngroup.us

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200 GALLERIA PARKWAY SE
SUITE 900 ATLANTA, GA 30339
(770) 431-7600

STANDARD DETAILS

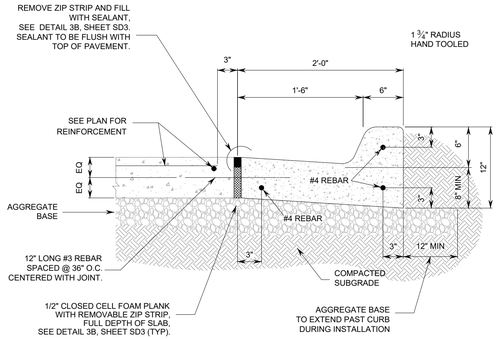
RACETRAC - BAY ST. LOUIS

I 10 - US 43
BAY ST. LOUIS, MS
HANCOCK COUNTY

DRAWN-BY	BNOBLIN
DATE	02.03.2026
SCALE	AS NOTED

DRAWING NAME:
RACETRAC BSL

SHEET NO.	VERSION
SD5	A

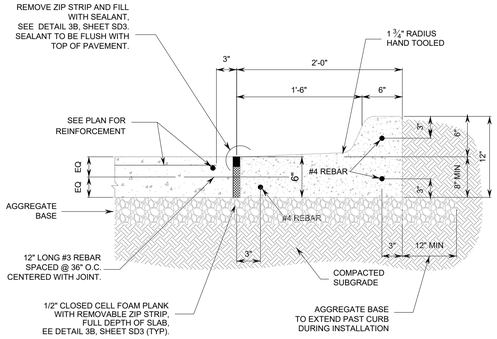


NOTES:

1. CURB CONSTRUCTION AND CONTRACTION JOINTS LOCATIONS NOT TO EXCEED 10 FEET.
2. SAWCUT CONTRACTION JOINTS 1/8" WIDE BY 1-1/2" DEEP AS SOON AS CONCRETE HAS HARDENED SUFFICIENTLY TO PREVENT RAVELING OR DISLODGING OF AGGREGATES.
3. SAWCUT CONSTRUCTION JOINTS 1/8" WIDE BY 1" DEEP, SIMILAR TO DETAIL 3A, SHEET SD3.
4. VERIFY JOINT LOCATIONS WITH THE OWNER'S REPRESENTATIVE.

1 SD6 CATCH CURB [24"] DETAIL @ CONCRETE SLAB

NTS

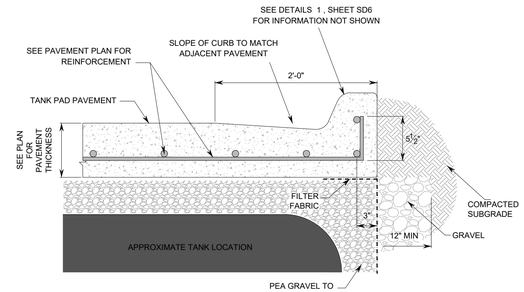


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2. SAWCUT CONTRACTION JOINTS 1/8" WIDE BY 1-1/2" DEEP AS SOON AS CONCRETE HAS HARDENED SUFFICIENTLY TO PREVENT RAVELING OR DISLODGING OF AGGREGATES.
3. SAWCUT CONSTRUCTION JOINTS 1/8" WIDE BY 1" DEEP, SIMILAR TO DETAIL 3A, SHEET SD3.
4. VERIFY JOINT LOCATIONS WITH THE OWNER'S REPRESENTATIVE.
5. USE THIS DETAIL WHEN ADJACENT PAVEMENT SLOPES AWAY FROM CURBING.

2 SD6 SHED CURB [24"] DETAIL @ CONCRETE SLAB

NTS

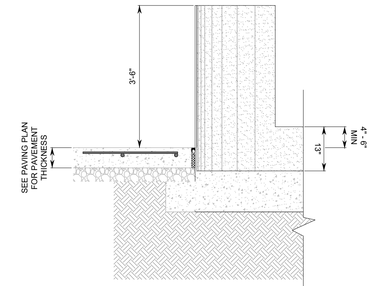


NOTES:

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2. SAWCUT CONTRACTION JOINTS 1/8" WIDE BY 1-1/2" DEEP AS SOON AS CONCRETE HAS HARDENED SUFFICIENTLY TO PREVENT RAVELING OR DISLODGING OF AGGREGATES.
3. SAWCUT CONSTRUCTION JOINTS 1/8" WIDE BY 1" DEEP, SIMILAR TO DETAIL 3A, SHEET SD3. VERIFY JOINT LOCATIONS WITH THE OWNER'S REPRESENTATIVE.
4. THIS CURB TYPE IS TO BE USED ALONG THE CURB LINE ADJACENT TO THE TANK PAVEMENT. SEE PLAN FOR LOCATION.
5. USE THIS CURB TYPE WHEN TANK ARE ADJACENT TO CURB IN EDO AREA

3 SD6 TANK AREA CURB DETAIL

NTS

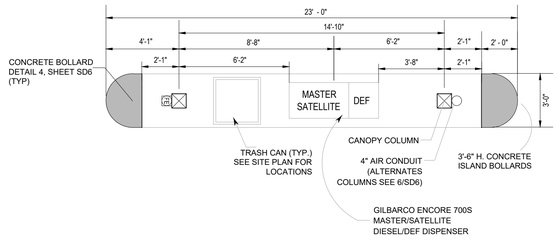


NOTES:

1. BUMPER POSTS TO BE PLUMB AND ALIGNED IN A STRAIGHT LINE AND FILLED WITH CONCRETE.
2. TOPS TO BE GROUND SMOOTH W/ SQUARE EDGE, THE PRIMED WITH "END RUST" BY DURO AND PAINTED WITH INDUSTRIAL OIL BASED ENAMEL. COLOR TO MATCH DECORATIVE LIGHT POLES.
3. REFER TO PAVING PLAN FOR EXACT CONCRETE THICKNESS.
4. REFER TO PAVING PLAN FOR CONCRETE COMPRESSIVE STRENGTH & SUBGRADE COMPACTION REQUIREMENTS.

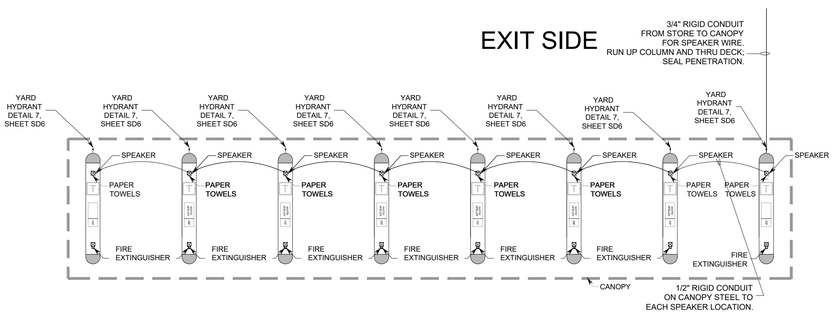
4 SD6 DIESEL CANOPY BOLLARD DETAIL

NTS



5 SD6 EDO DISPENSER ISLAND DETAIL

NTS

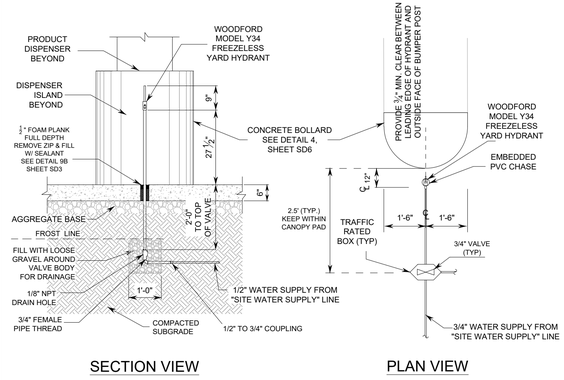


NOTES:

1. SINGLE ROW OF EIGHT (8) DOUBLE COLUMN MPD'S.
2. SEVEN (7) FUELING POSITIONS.
3. REFER TO CANOPY PLANS FOR CANOPY DIMENSIONS AND COLUMN LOCATIONS.

6 SD6 EDO CANOPY ACCESSORIES LAYOUT

NTS

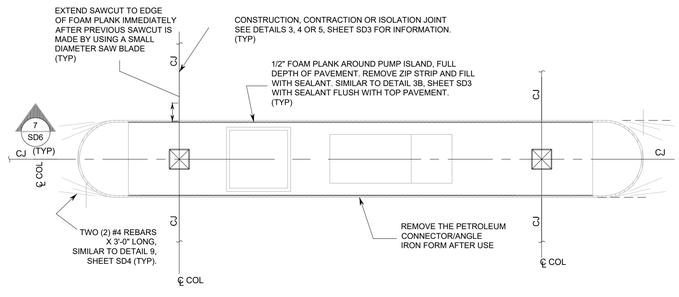


NOTES:

1. SEE "SITE PLAN" FOR EXACT LOCATIONS.
2. REFER TO PAVING PLAN FOR EXACT CONCRETE THICKNESS.
3. REFER TO PAVING PLAN FOR CONCRETE COMPRESSIVE STRENGTH & SUBGRADE COMPACTION REQUIREMENTS.

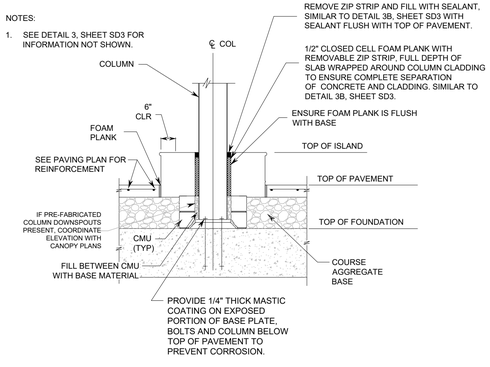
7 SD6 EDO YARD HYDRANT DETAIL

NTS



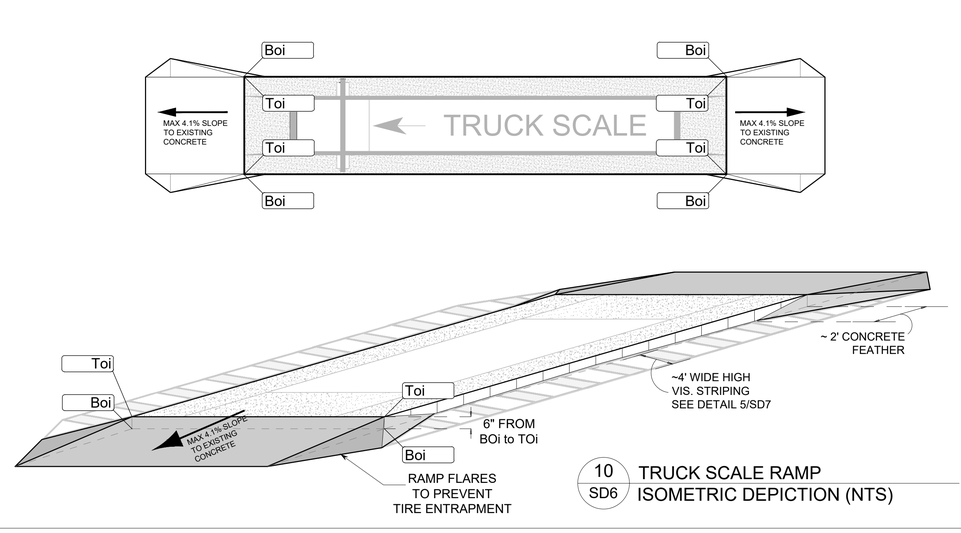
8 SD6 CONCRETE DETAIL @ EDO DISPENSER ISLAND

NTS



9 SD6 EDO CANOPY COLUMN SECTION

NTS



10 SD6 TRUCK SCALE RAMP ISOMETRIC DEPICTION (NTS)

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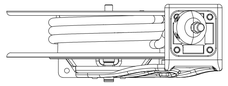
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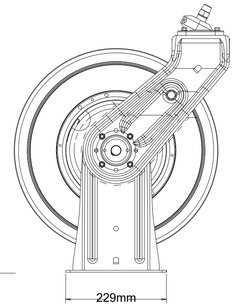
STANDARD DETAILS

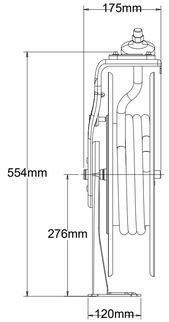
RACETRAC - BAY ST. LOUIS

I 10 - US 43
BAY ST. LOUIS, MS
HANCOCK COUNTY

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SCALE	AS NOTED
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SD6	A
SHEET NO.	VERSION





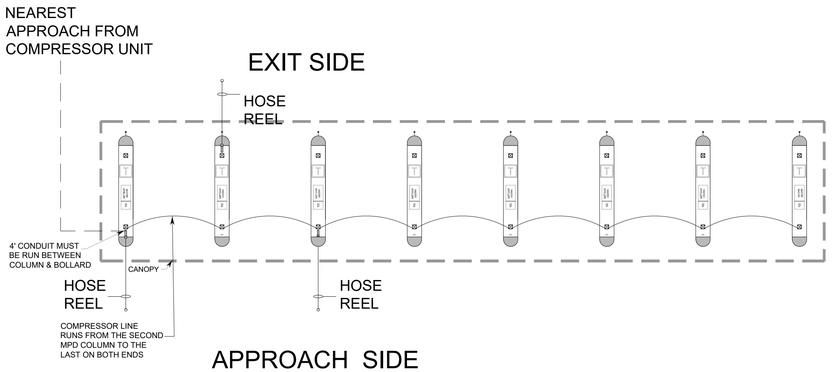


METRIC - ASME Y14.5M
UNLESS OTHERWISE NOTED: DIMENSIONS ARE IN MILLIMETERS SILICONE-FREE STD 4.1208 DIM & TOL STD 1.0402 & ASME Y14.5M - 1994 TOLERANCES: SEE GRACO STANDARDS CENTERLINE VARIANCE STD 1.0406 HOLES STD 1.0407 SHEET METAL STD 4.0100 PLATED & HT TR PARTS STD 1.0409 BURRS & EDGES STD 1.0420 THREADS STD 1.0425 SURFACE ROUGHNESS STD 1.0445
DECIMALS ANGLES X .X .XX ±1 ±0.5 ±0.20 ±0.5°

GRACO

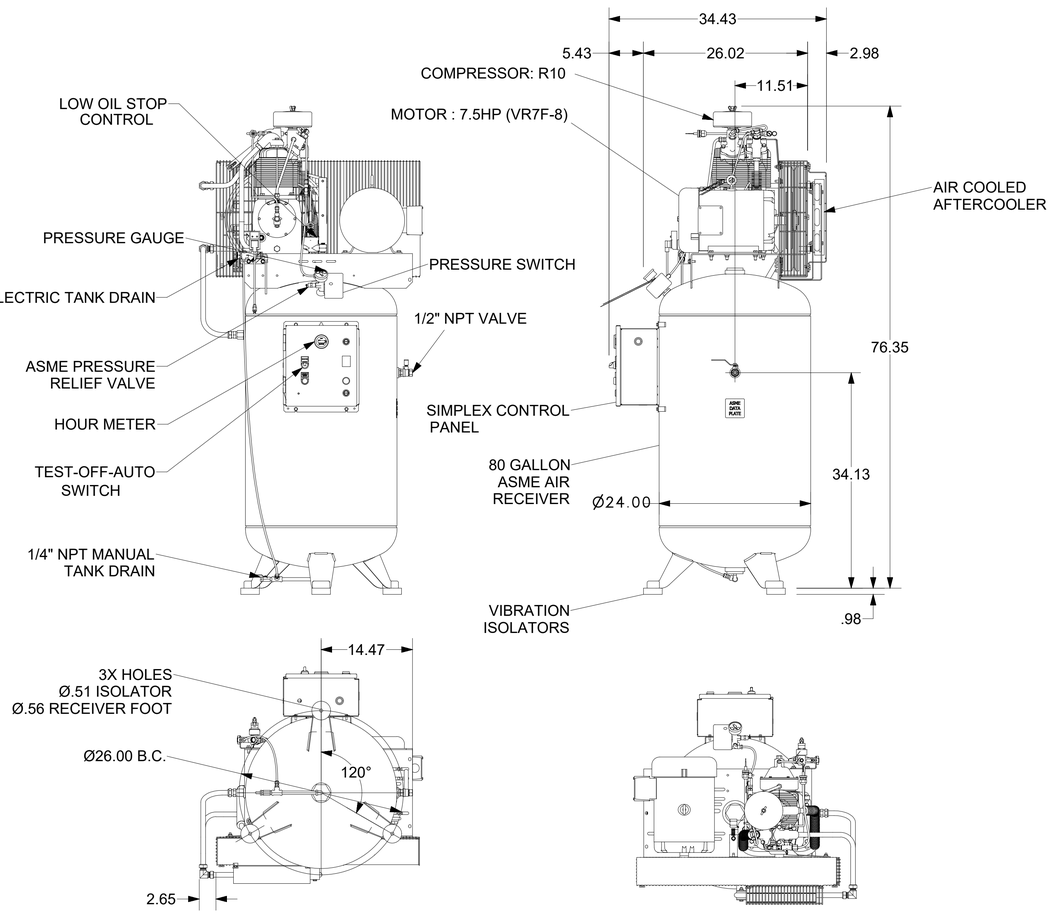
1 / SD7 SERIES F - AIR HOSE REEL

NOTES:
1.NTS; PRINT FOR REFERENCE ONLY.
2. SEE MANUAL FOR MOUNTING DIMENSIONS



3 / SD7 EDO CANOPY - AIR COMPRESSOR/HOSE LAYOUT

NOTES:
1. NTS
2. HOSE REEL LOCATION ALTERNATES FROM TO APPROACH SIDE
3. REFERENCE 6/SD6 FOR ALL OTHER ACCESSORY LAYOUTS

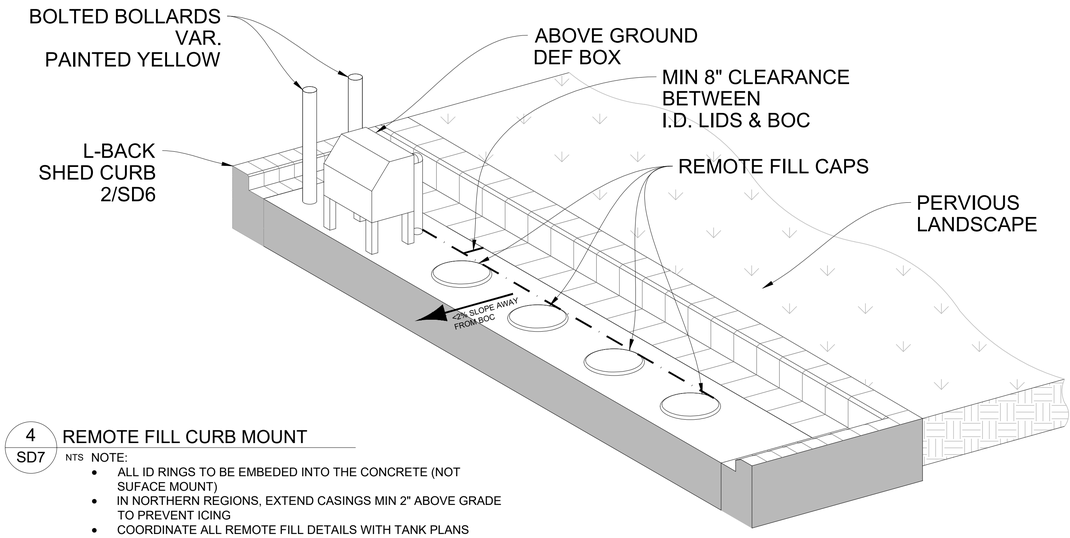


2 / SD7 0800-OUTLINE-BARE UNIT, 80GL ELECTRIC

NOTES:

1. ANY EXPOSED SECTION TO BE PROTECTED BY BUMP BAR
2. SPECIFICATIONS AND DIMENSIONS ARE SUBJECT TO CHANGE WITHOUT NOTICE OR OBLIGATION.
3. ALL DIMENSIONS ARE IN INCHES.

FINISH OF CHAMFERS AND FILLETS TO CONFORM TO ROUGHEST ADJACENT AREA. SURFACE ROUGHNESS MAXIMUM PER ASME B46.1. FULL THREAD DEPTHS ARE MINIMUM.	CONFIDENTIAL - THE INFORMATION CONTAINED IN THIS DOCUMENT IS THE PROPERTY OF GARDNER DENVER, INC. IT IS NOT FOR PUBLIC DISCLOSURE. POSSESSION OF THE INFORMATION DOES NOT CONVEY ANY RIGHT TO LOAN, SELL OR DISCLOSE THE INFORMATION. UNAUTHORIZED REPRODUCTION OR USE OF THE INFORMATION IS PROHIBITED. THIS DOCUMENT IS TO BE RETURNED TO GARDNER DENVER, INC. UPON THE COMPLETION OF THE PURPOSE FOR WHICH IT IS LOANED OR UPON REQUEST.
UNLESS OTHERWISE SPECIFIED DIMENSIONS ARE IN INCHES TOL. ON DECIMALS: .X = ± .05 TOL. ON DECIMALS: .XX = ± .02 TOL. ON DECIMALS: .XXX = ± AS SPECIFIED TOL. ON ANGLES: = ± 0'-30'	DIMENSIONING AND TOLERANCING PER ASME Y14.5-2009 THREADS PER ASME B1.1 GAGING SYSTEM 21 U.O.S., ANSI B1.20.1 & B1.20.3
THIRD ANGLE PROJECTION	Gardner Denver Gardner Denver Inc. Quincy, IL.



4 / SD7 REMOTE FILL CURB MOUNT

NTS NOTE:

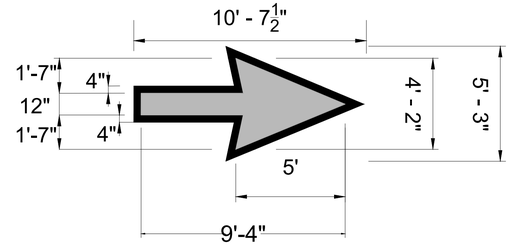
- ALL ID RINGS TO BE EMBEDED INTO THE CONCRETE (NOT SUFACE MOUNT)
- IN NORTHERN REGIONS, EXTEND CASINGS MIN 2" ABOVE GRADE TO PREVENT ICING
- COORDINATE ALL REMOTE FILL DETAILS WITH TANK PLANS

USTC SUPREME TRAFFIC LINE MARKING PAINT, YELLOW

USTC SUPREME TRAFFIC LINE MARKING PAINT, BLACK



STRIPING WIDTHS		
	YELLOW BAND	BLACK OUTLINE
PARKING LINE	0'-8"	0'-4"
PARKING TEXT	4' TALL	0'-4"
STOP BAR	2'-0"	N/A
VAR. ARROWS	1' TO 1'-3" (SEE DOT MANUAL)	0'-4"



5 / SD7 TRUCK COURT PAINT SPEC

NTS NOTE:

- REFER TO LOCAL DOT CONSTRUCTION DETAILS ON PAVEMENT ARROW MARKING DIMENSIONS AND DESIGN WHEN APPLICABLE.
- CONFIRM LOCAL JURISDICTION REQUIREMENTS ON PAINT COLOR
- STANDARD MUTCD 48" STENCIL; IF 48" UNAVAILABLE, COORDINATE WITH CPM ON ALTERNATIVE

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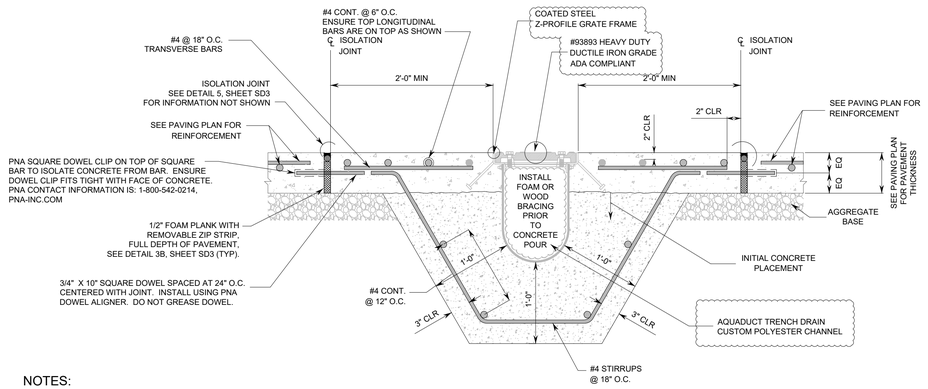
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200 GALLERIA PARKWAY SE
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(770) 431-7600

STANDARD DETAILS

RACETRAC - BAY ST. LOUIS

I 10 - US 43
BAY ST. LOUIS, MS
HANCOCK COUNTY

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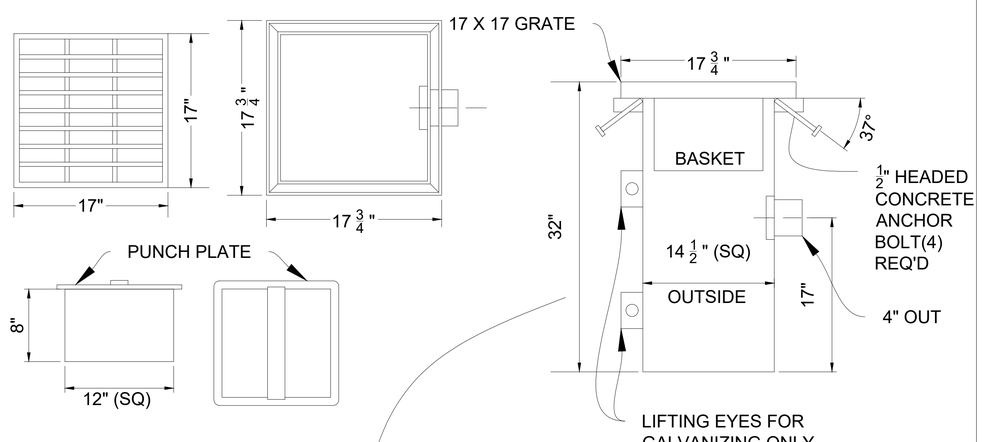


NOTES:

1. NOTE SPECIAL CROSSBAR CALLOUTS SPECIFIC TO EXTENDED DIESEL OFFER TRENCH DRAIN SYSTEM
2. ALL BOLTS TO BE GRADE 8 & INSTALLED WITH **BLUE LOCTITE**
3. G.C. MUST READ INSTALLATION INSTRUCTIONS PRIOR TO INSTALLATION OF AQUADUCT TRENCH DRAIN.
4. REFER TO DETAIL 6, SHEET SD2 FOR BRACING RECOMMENDATIONS.
5. SOME PROJECTS MAY HAVE MULTIPLE TRENCH DRAINS ON SITE. (REFER TO "GRADING PLAN" FOR EXACT LOCATIONS.)
6. EACH TRENCH DRAIN IS INDIVIDUALLY DESIGNED AND SIZED BY AQUADUCT, INC. (REFERE TO DESIGN SPECS FOR EXACT SIZING.)
7. REFERENCE (6 / SD2) FOR BRACING DETAILS

1 / SD8 TYP. CONCRETE DETAIL FOR RT EXTENDED DIESEL OFFER AQUADUCT CUSTOM 8" TRENCH DRAIN SYSTEM

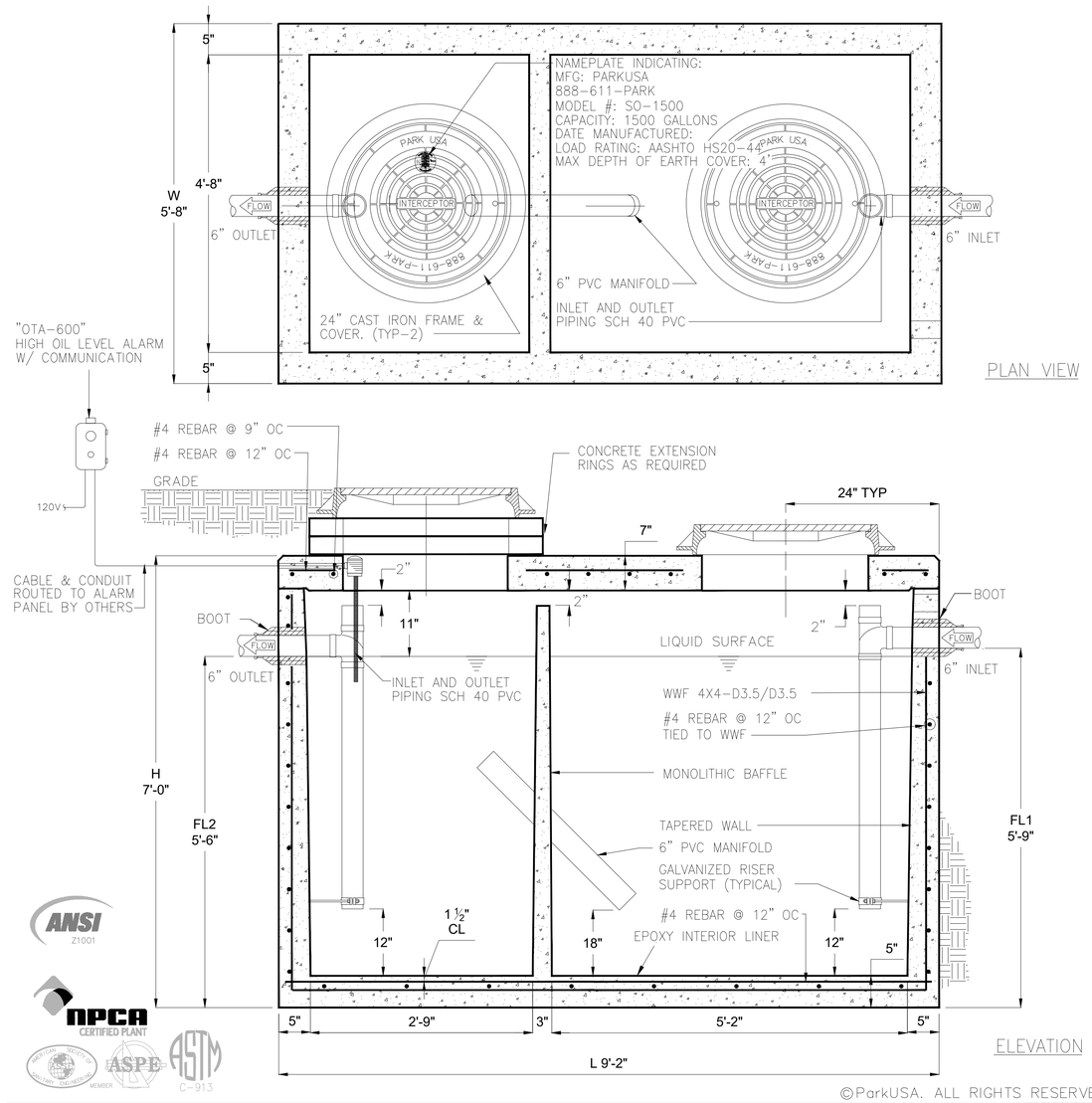
NTS



2 / SD8 DIESEL ISLAND CATCH BASIN (TYP.)

NTS

NOTES: SUPPLIED BY COBB IND. THROUGH RACETRAC



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SPECIFICATIONS

CONCRETE: CLASS I/II CONCRETE WITH DESIGN STRENGTH OF 4500 PSI AT 28 DAYS. UNITS IS MONOLITHIC CONSTRUCTION AT FLOOR, FIRST STAGE OF WALL AND BAFFLE WITH SECTIONAL RISER TO REQUIRED DEPTH. GROSS EMPTY WEIGHT OF APPROXIMATELY 13,250 LBS. CONCRETE MATERIAL REQUIREMENTS SHALL COMPLY WITH THE "MATERIALS AND MANUFACTURERS SECTION OF ASTM C1613".

REINFORCEMENT: GRADE 60 REINFORCED WITH STEEL REBAR CONFORMING TO ASTM A615 ON REQUIRED CENTERS OR EQUAL. STRUCTURAL DESIGN IS BASED ON AASHTO HS-20 LOADING. REBAR #4, WWF 4X4-D3.5/D3.5

C.I. CASTINGS: MANHOLE FRAMES, COVERS, OR GRATES ARE MANUFACTURED OF GREY CAST IRON CONFORMING TO ASTM A48 CLASS 30. MANHOLE SHALL BAVE 24 INCH INSIDE DIAMETER AND BE TRAFFIC DUTY.

ENGINEERING DATA

INTERCEPTOR IS STRUCTURALLY AND HYDRAULICALLY ENGINEERED. NOMINAL LIQUID CAPACITY IS 1500 GALLONS. MANUFACTURER SHALL PROVIDE ENGINEER CERTIFIED SUBMITTAL DRAWINGS UPON REQUEST UPON REQUEST. FIELD EXCAVATION AND PREPARATION SHALL BE COMPLETED PRIOR TO DELIVERY OF INTERCEPTOR. USE DIMENSIONAL DATA AS SHOWN.

NOTES:

1. Contractor to place OTA-600 alarm within 500 feet of oil water separator. CAT-5 cable to be run from building data closet to alarm location, the maximum length of the CAT-5 cable is 350 feet.

888.611.PARK
www.parkusa.com
PARK USA
DESIGN FOR WATER

SAND/OIL TRAP SO-1500
MODEL SIZE 1,500 GALLONS

3 / SD8 OIL WATER SEPERATOR

IF PARKUSA OIL TRAP UNAVAILABLE, COORDINATE WITH CPM FOR EQUIVALENT

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DRAWN-BY	BNOBLIN
DATE	02.03.2026
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SD8	A
SHEET NO.	VERSION

TO: Planning and Zoning Commission
City of Bay St. Louis
RE: 312 DeMontluzin Avenue
Parcel 149F-0-29-262.000
Parcel 149F-0-29-280.000

HEARING DATE: April 28, 2026

An application for Special Exception submitted by John Robin. The properties are located at 312 DeMontluzin Avenue and consist of Parcel 149F-0-29-262.000 (Legal Description: 10, PT 11 BLK 5 Perkins S/D) and Parcel 149F-0-29-280.000 (Legal Description: 455F First Ward Bay St. Louis). The combined lot size is 11,639 square feet. The parcels lie within an R-2 Two Family Residential District, where accessory dwellings are permitted only by special exception on parcels with a minimum lot size of 15,000 square feet.

The applicant is requesting the following:
- A special exception to allow an accessory dwelling on a lot under 15,000 square feet.

The administration recommends denying the special exception

- This application came before Planning and Zoning in January. One concern with the accessory dwelling was that the living quarters would be near the road. The property owner redesigned the layout of the accessory dwelling and would make, by State, the garage and the living quarters in the building be away from the road.
- A number of letters of support were submitted to support this application to allow the special exception.
- The storage building is already constructed, and it will be converted into living quarters (an accessory dwelling). The accessory dwelling would not meet the setback requirements
- The combined parcels do not meet the 15,000 sq ft minimum lot requirement
- Adequate parking space exists to accommodate the proposed accessory dwelling.

Jeremy L. Burke
Zoning Administrator

171'

91'

Drive way

49'

25'

78'

3312 Dermont Luzinne Ave

existing house

45'

PARKING

55'8"

15'

43'

31'

5'

PARKING

32'

47'

STATE ST.

door

11'6"

20'

living

garage

17'8"





Geoportal Map



DISCLAIMER: Any user of this map product accepts its faults and assumes all responsibility for the use thereof, and further agrees to hold Hancock County harmless from and against any damage, loss or liability arising from any use of the map product. Users are cautioned to consider carefully the provisional nature of the maps and data before using it for decisions that concern personal or public safety or the conduct of business that involves monetary or operational consequences. Conclusions drawn from, or actions undertaken, on the basis of such maps and data, are the sole responsibility of the user.

0 30 60ft

To: Bay St. Louis Planning & Zoning Board
Re: Variance Request – 312 DeMontluzin Road, Bay St. Louis, MS

Dear Members of the Board,

Thank you again for taking the time to review our request and for the feedback provided during our previous meeting. We want to reiterate that our goal is to work in alignment with the City and find a solution that respects both the intent of the zoning regulations and the practical realities of this property.

Since our last meeting, we have made several adjustments in direct response to the concerns raised. We removed the previous rock parking area and installed landscaping, and we also added an 8-foot concrete apron from the roadway to improve access and organization. In addition, we have clearly established **on-site parking that is fully off the street**, ensuring there will be no congestion or overflow onto the roadway.

We also want to clarify the layout and use of the existing structure. The portion of the building closest to the road, approximately the first 20 feet, will remain **storage use only**. Any residential use would begin roughly **28 feet from the roadway**, which helps further reduce any safety or proximity concerns tied to the setback.

We understand and respect the purpose behind the setback and lot size requirements, particularly as they relate to safety, congestion, and neighborhood consistency. At the same time, this structure is **pre-existing**, and relocating it would be impractical and cost-prohibitive, while also introducing additional disruption to the property. Our intent is to responsibly utilize what is already there in a way that remains low-impact and consistent with the surrounding area.

To further address concerns around density and use, this space is intended for **family members and occasional guests only**. It will not be used for short-term rentals or high-traffic purposes, and it will remain under single ownership as part of the primary residence. We are committed to keeping this a controlled, low-impact use that does not change the character of the neighborhood.

We have also taken the step of speaking directly with our neighbors. Multiple surrounding property owners have reviewed our plans and signed in support, which we believe reflects that this request is reasonable and not disruptive to the immediate community.

Beyond this specific request, we want to express our continued commitment to Bay St. Louis. This property has undergone a full renovation with proper permits and inspections, contributing to the improvement of the neighborhood and surrounding property values. Additionally, our family is continuing to invest in the area, including the recent purchase of another property, with plans for long-term residency and involvement in the community.

We are not looking to work around the City's standards, but rather to find a balanced solution that aligns with them while allowing reasonable use of this property. We are open to reasonable conditions if needed and are committed to ongoing compliance.

We respectfully ask the Board to consider granting a variance for the existing setback and lot size limitations, based on the unique conditions of this property, the steps we have taken to address concerns, and our commitment to responsible use moving forward.

Thank you again for your time and consideration. We truly appreciate the opportunity to work together toward a solution.

Sincerely,

John Robin
Phone: 504-418-6462
Email: johnrobin63@yahoo.com

NEIGHBOR CONSENT AND SUPPORT
FOR VARIANCE APPLICATION

Date: 3/23/26

To:
City of Bay St. Louis
Planning & Zoning Department
698 Highway 90
Bay St. Louis, Mississippi 39520

Re: Written Consent and Support for Variance Application
Property Address: 312 Demontluzin Ave. Bay St. Louis, MS 39520

Dear Members of the Planning & Zoning Commission and/or Mayor and City Council:

We, the undersigned, are the owners of real property located in proximity to the above-referenced property within the City of Bay St. Louis, Hancock County, Mississippi.

We have been informed that the property owner(s):

Owner Name(s): John Robin

have submitted an application to the City of Bay St. Louis requesting a variance from the applicable zoning ordinance requirements, specifically:

1. A variance concerning the allowable ground square footage of the proposed structure; and
2. A variance concerning required setback distances from property lines.

We hereby acknowledge that we have been advised of the nature and scope of the requested variances and have been afforded the opportunity to review the proposed plans and improvements.

After due consideration, we state as follows:

- We have no objection to the granting of the requested variances; and
- We affirmatively support the approval of the requested variances.

We understand that the granting of a variance is within the discretion of the City of Bay St. Louis and that this written consent is intended to demonstrate neighborhood

awareness and support. We further state that, to the best of our knowledge, the proposed variances will not adversely affect our property rights, property values, access, drainage, light, air, or the general character of the neighborhood.

This consent is given voluntarily and without compensation.

NEIGHBOR SIGNATURES

Printed Name: William Russell Wells
Property Address: 310 Demontluzin Ave
City/State/Zip: Bay St Louis, MS 39520
Signature:
Date: 3/23/26
Phone/Email (Optiona

(2)

319 State

NEIGHBOR CONSENT AND SUPPORT
FOR VARIANCE APPLICATION

Date: _____

To:
City of Bay St. Louis
Planning & Zoning Department
698 Highway 90
Bay St. Louis, Mississippi 39520

Re: Written Consent and Support for Variance Application
Property Address: 312 Demontluzin Ave. Bay St. Louis, MS 39520

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awareness and support. We further state that, to the best of our knowledge, the proposed variances will not adversely affect our property rights, property values, access, drainage, light, air, or the general character of the neighborhood.

This consent is given voluntarily and without compensation.

NEIGHBOR SIGNATURES

Printed Name: Amanda Sandage
Property Address: 319 State St.
City/State/Zip: Bay St. Louis, MS 39570
Signature: Amanda Sandage
Date: 3/24/26
Phone/Email (Optional): 7[redacted]
a[redacted]mail.com

(3)

317 DeMontluzon

NEIGHBOR CONSENT AND SUPPORT FOR VARIANCE APPLICATION

Date: _____

To:
City of Bay St. Louis
Planning & Zoning Department
698 Highway 90
Bay St. Louis, Mississippi 39520

Re: Written Consent and Support for Variance Application
Property Address: 312 Demontluzin Ave. Bay St. Louis, MS 39520

Dear Members of the Planning & Zoning Commission and/or Mayor and City Council:

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This consent is given voluntarily and without compensation.

NEIGHBOR SIGNATURES

Printed Name: _____
Property Address: _____
City/State/Zip: _____
Signature: _____
Date: _____
Phone/Email (Optional): _____

Mark
MARK CARTER
317 Demont Wein Ave
Bay St. Louis, MS 39520
(29

(4)

Marilyn Gainspoketl
314 DeMon

Item # c.

NEIGHBOR CONSENT AND SUPPORT
FOR VARIANCE APPLICATION

Date: Mar. 2, 2026

To:
City of Bay St. Louis
Planning & Zoning Department
698 Highway 90
Bay St. Louis, Mississippi 39520

Re: Written Consent and Support for Variance Application
Property Address: 312 Demontluzin Ave. Bay St. Louis, MS 39520

Dear Members of the Planning & Zoning Commission and/or Mayor and City Council:

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Owner Name(s): John Robin

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1. A variance concerning the allowable ground square footage of the proposed structure; and
2. A variance concerning required setback distances from property lines.

We hereby acknowledge that we have been advised of the nature and scope of the requested variances and have been afforded the opportunity to review the proposed plans and improvements.

After due consideration, we state as follows:

- We have no objection to the granting of the requested variances; and
- We affirmatively support the approval of the requested variances.

We understand that the granting of a variance is within the discretion of the City of Bay St. Louis and that this written consent is intended to demonstrate neighborhood

awareness and support. We further state that, to the best of our knowledge, the proposed variances will not adversely affect our property rights, property values, access, drainage, light, air, or the general character of the neighborhood.

This consent is given voluntarily and without compensation.

NEIGHBOR SIGNATURES

Printed Name: Marilyn Gainspoletti
Property Address: 314 de Montluzin
City/State/Zip: Bay St. Louis MS
Signature: Marilyn Gainspoletti
Date: 3-2-26
Phone/Email (Optiona

(5)

Laura Sanders
313 DeMon

NEIGHBOR CONSENT AND SUPPORT
FOR VARIANCE APPLICATION

Date: 3.9.26

To:
City of Bay St. Louis
Planning & Zoning Department
698 Highway 90
Bay St. Louis, Mississippi 39520

Re: Written Consent and Support for Variance Application
Property Address: 312 Demontluzin Ave. Bay St. Louis, MS 39520

Dear Members of the Planning & Zoning Commission and/or Mayor and City Council:

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Owner Name(s): John Robin

have submitted an application to the City of Bay St. Louis requesting a variance from the applicable zoning ordinance requirements, specifically:

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We hereby acknowledge that we have been advised of the nature and scope of the requested variances and have been afforded the opportunity to review the proposed plans and improvements.

After due consideration, we state as follows:

- We have no objection to the granting of the requested variances; and
- We affirmatively support the approval of the requested variances.

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awareness and support. We further state that, to the best of our knowledge, the proposed variances will not adversely affect our property rights, property values, access, drainage, light, air, or the general character of the neighborhood.

This consent is given voluntarily and without compensation.

NEIGHBOR SIGNATURES

Printed Name: Laura Sanders
Property Address: 313 Demontluzin Ave
City/State/Zip: Bay St. Louis, MS 39520
Signature:
Date: 3.9.24
Phone/Email (Optional):

Howard Rogaussa
311 DeMontluzin

NEIGHBOR CONSENT AND SUPPORT
FOR VARIANCE APPLICATION

Date: _____

To:
City of Bay St. Louis
Planning & Zoning Department
698 Highway 90
Bay St. Louis, Mississippi 39520

Re: Written Consent and Support for Variance Application
Property Address: 312 Demontluzin Ave. Bay St. Louis, MS 39520

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We hereby acknowledge that we have been advised of the nature and scope of the requested variances and have been afforded the opportunity to review the proposed plans and improvements.

After due consideration, we state as follows:

- We have no objection to the granting of the requested variances; and
- We affirmatively support the approval of the requested variances.

We understand that the granting of a variance is within the discretion of the City of Bay St. Louis and that this written consent is intended to demonstrate neighborhood

awareness and support. We further state that, to the best of our knowledge, the proposed variances will not adversely affect our property rights, property values, access, drainage, light, air, or the general character of the neighborhood.

This consent is given voluntarily and without compensation.

NEIGHBOR SIGNATURES

Printed Name: Howard Romprosse
Property Address: 311 Demontlugin
City/State/Zip: Bay St Louis MS.
Signature: Howard Romprosse
Date: 3/4/26
Phone/Email (Optional): [redacted]

7

Jean Golder
315 DeMontluz

NEIGHBOR CONSENT AND SUPPORT
FOR VARIANCE APPLICATION

Date: 3/2/2026

To:
City of Bay St. Louis
Planning & Zoning Department
698 Highway 90
Bay St. Louis, Mississippi 39520

Re: Written Consent and Support for Variance Application
Property Address: 312 Demontluzin Ave. Bay St. Louis, MS 39520

Dear Members of the Planning & Zoning Commission and/or Mayor and City Council:

We, the undersigned, are the owners of real property located in proximity to the above-referenced property within the City of Bay St. Louis, Hancock County, Mississippi.

We have been informed that the property owner(s):

Owner Name(s): John Robin

have submitted an application to the City of Bay St. Louis requesting a variance from the applicable zoning ordinance requirements, specifically:

1. A variance concerning the allowable ground square footage of the proposed structure; and
2. A variance concerning required setback distances from property lines.

We hereby acknowledge that we have been advised of the nature and scope of the requested variances and have been afforded the opportunity to review the proposed plans and improvements.

After due consideration, we state as follows:

- We have no objection to the granting of the requested variances; and
- We affirmatively support the approval of the requested variances.

We understand that the granting of a variance is within the discretion of the City of Bay St. Louis and that this written consent is intended to demonstrate neighborhood

awareness and support. We further state that, to the best of our knowledge, the proposed variances will not adversely affect our property rights, property values, access, drainage, light, air, or the general character of the neighborhood.

This consent is given voluntarily and without compensation.

NEIGHBOR SIGNATURES

Printed Name: Jean Golden
Property Address: 315 Demontluzin Ave
City/State/Zip: Bay Saint Louis MS 39520
Signature: Jean Golden
Date: 3/2/2026
Phone/Email (Optional): [redacted]

8

Evon Shipp
314 State

NEIGHBOR CONSENT AND SUPPORT
FOR VARIANCE APPLICATION

Date: 3/3/2026

To:
City of Bay St. Louis
Planning & Zoning Department
698 Highway 90
Bay St. Louis, Mississippi 39520

Re: Written Consent and Support for Variance Application
Property Address: 312 Demontluzin Ave. Bay St. Louis, MS 39520

Dear Members of the Planning & Zoning Commission and/or Mayor and City Council:

We, the undersigned, are the owners of real property located in proximity to the above-referenced property within the City of Bay St. Louis, Hancock County, Mississippi.

We have been informed that the property owner(s):

Owner Name(s): John Robin

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We hereby acknowledge that we have been advised of the nature and scope of the requested variances and have been afforded the opportunity to review the proposed plans and improvements.

After due consideration, we state as follows:

- We have no objection to the granting of the requested variances; and
- We affirmatively support the approval of the requested variances.

We understand that the granting of a variance is within the discretion of the City of Bay St. Louis and that this written consent is intended to demonstrate neighborhood

awareness and support. We further state that, to the best of our knowledge, the proposed variances will not adversely affect our property rights, property values, access, drainage, light, air, or the general character of the neighborhood.

This consent is given voluntarily and without compensation.

NEIGHBOR SIGNATURES

Printed Name: Evon Shivon
Property Address: 314 State St.
City/State/Zip: Bay St. Louis, MS 39520
Signature: Evon Shivon
Date: 3/3/2026
Phone/Email (Optional):

okay- ~~Carter~~ sent in letter of support


okay
okay
okay

Date: April 26, 2026

TO: Jeremy Burke, Zoning Administrator; Members of the Planning & Zoning Commission; BSL City Council Members; Mayor Mike Favre; and Caitlin Thompson Bourgeois, Clerk of Council

From: Kathleen C. Monti, 105 Sycamore Street, Bay St. Louis, MS

RE: **312 DeMontluzin Avenue – John Robin application for a Special Exception to allow an Accessory Dwelling on a lot under 15,000 square feet**

This application for a Special Exception to allow an Accessory Dwelling at 312 DeMontluzin must be denied outright by the Planning & Zoning Commission and the City Council because according to the **Article X, 1002.6.B.- Accessory Dwelling Section (p. 144)** of the current Bay St. Louis Zoning Ordinance, **an Accessory Dwelling is only allowed on lots of more than 15,000 square feet.** This lot is only 11,639 square feet and does not meet this critical requirement. Lots under 15,000 square feet simply do not qualify according to our Zoning Ordinance as further evidenced throughout the zoning document.

As shown on the **Chart of Uses (Section 623 & Note 2 on pages 77 & 88)**, Accessory Dwellings are NOT allowed BY RIGHT even if a parcel of land is over 15,000 square feet. All applications for Accessory Dwellings on lots over 15,000 square feet are still required to apply for approval through the Special Exception application process.

Additionally, **Section 623.2 (p. 77)** states that "**Special Exceptions must meet the criteria defined in Section 1305.2 to be approved.**"

The criteria defined in **Section 1305.2.B.5 (p. 207)** states "**The proposed use will be placed on a lot of sufficient size to satisfy the space requirements of said use.**" The 312 DeMontluzin parcel does not satisfy the space requirements for an Accessory Dwelling.

The applicant is not entitled to ask for a variance to reduce the square footage requirement of an Accessory Dwelling because it is prohibited by **Section 1305.3.H -Variances (p.209)** which states: **"The variance is not a request to permit a use of land, building, or structure which is not permitted by right or by special exception in the district involved."**

Although several neighbors have signed letters of support for Mr. Robin, this effort does not add validity to his request for an Accessory Dwelling because it is still in direct violation of our **lawful** current Zoning Ordinance.

In Mr. Robin's plan, his existing garage structure would be converted to a garage with a living area of 356 square feet. On paper, there is no difference in the square footage of this structure, and one could argue that there is no difference in density to his neighborhood if his request for an Accessory Dwelling is allowed.

However, the meaning of density is becomes radically different when the USE OF THE STRUCTURE changes from a garage to an Accessory Dwelling. Now the meaning of density changes from mere square footage to include the meaning in terms of additional people on the property, more cars parked at the parcel, and additional traffic on State Street and DeMontluzin. And this is the type of density that the residents and property owners have been rallying against over the past several months at different Ward Town Hall meetings held in Bay St. Louis.

Prohibiting Accessory Dwellings on lots under 15,000 square feet in size was intentionally restricted in our current Zoning Ordinance to avoid the increasing issues of density and overpopulation of our neighborhoods. It needs to remain in our proposed zoning ordinance as well.

Please vote to deny this application. Thank you for your consideration.

Kathleen Monti

Kathleen Monti

I. Where an industrial property abuts a residential property, the accessory structure shall be no closer than twenty-five (25) feet from the side or rear property line abutting the residential district, and there shall be placed an opaque fence eight (8) feet in height to buffer the accessory structure from the residential property.

1002.4 LOT COVERAGE

A. Accessory structures shall not exceed the primary structure in height in residential zones, and in no case shall exceed twenty-five (25) feet in height total.

B. Accessory structures shall be included in determining lot coverage by the principal building or buildings.

C. The following shall be exceptions:

1. Swimming pools.

2. Not more than one and one-half (1 ½) story accessory structure which occupies five hundred (500) square feet or less of the rear yard area, per site. The five hundred (500) square feet limitation does not apply to accessory dwelling units which are subject to a size limitation of twenty-five per cent (25%) of the principal structure when all other accessory structure requirements have been met.

D. Maximum lot coverage of all accessory structures shall not exceed fifty (50) percent of the total area of the side and rear yards.

1002.5 HEIGHT

The height of an accessory structure shall not exceed the primary structure in height in residential zones, and in no case shall exceed twenty-five feet. The height limitations contained in the district regulations do not apply to spires, belfries, cupolas, antennas, water tanks, ventilators, chimneys, or other appurtenances usually required to be placed above the roof level and not intended for human occupancy.

1002.6 ACCESSORY DWELLING

A. Applicability

Section 1002.6 applies to any accessory dwelling unit that is located in a building that is not attached to the principal dwelling.

B. Number Permitted

Only one (1) accessory dwelling unit is permitted per lot in districts where allowed on lots of more than 15,000 square feet. The accessory dwelling shall not contain more than two (2) bedrooms, and shall be limited to less than fifty (50) percent of the floor area of the principal structure.

SECTION 623: CHART OF USES FOR ALL ZONING DISTRICTS

623.1 USES PERMITTED BY RIGHT

Uses allowed by right are specified in the Chart of Uses by an "R" in the Chart.

623.2 USES REQUIRING SPECIAL EXCEPTIONS

Uses listed in the chart may be permitted upon approval by the City Council after a recommendation from the Planning Commission. These uses may be allowed as Special Exceptions and are designated in the Chart of Uses by an "S". Special Exceptions must meet the criteria defined in Section 1305.2 to be approved.

623.3 USES NOT ALLOWED

Uses designated with a blank box in the Chart of Uses are not allowed within the specified zoning district.

Chart of Uses

(R) Allowed by Right
(S) May be allowed by Special Exception with Approval of City Council
( ) or blank Not Allowed

Use/ Activity	R-1	R-1 A	R-2	R-3	R-4	R-5	R-5A	C-1	C-2	C-3	OC	I-1	I-2	CD	RD	W-1	W-2	W-3
Single Family Dwelling	R	R	R	R	R			R	R	R	R				S	R	R	
Duplex or Two-plex		S	R (1)	R				R	R	R	S				S	R	R	
Multi-Family Dwelling				R				R	R	R	S					S	S	
Condominiums				R				R	R	R				R	R	R	R	
Townhome or Row House		S	S (1)	S				R	R	R	S			R	R	R	R	
Zero Lot Line Subdivision not infill		S	S (1)	S				R	R	R	S					R	R	
Manufactured Home Park										S								
Assisted Living or Skilled Nursing Services				S				S	S	S	S							
Transitional Home								S	S	S	S							
Accessory structures	R	R	R	R	R			R		R	R	S	S	R	R	R	R	
Accessory Dwelling Unit/ Detached	S (2)	S (2)	S (2)	S (2)	S (2)			S (2)	S (2)	S (2)	S (2)					R	R	

Chart of Uses

(R) Allowed by Right
(S) May be allowed by Special Exception with Approval of City Council
( ) or blank Not Allowed

Use/ Activity	R-1	R-1 A	R-2	R-3	R-4	R-5	R-5A	C-1	C-2	C-3	OC	I-1	I-2	CD	RD	W-1	W-2	W-3
Towing and Road Service										R			S					
Trade School								S	S	R	S		S	S				
Trailer Sales										R			S					
Veterinary Hospitals (Large Animal)										R			S					
Video Rental								R	R	R	R	S	S	R	R	R	R	
Water Park-Commercial										S				S	S		S (9)	
Wine and Liquor Store (Off premise Consumption of Alcohol)								R	S	R	R			R	R	S	R	

CHART OF USES NOTES:

(1) Only two units under one roof are allowed per parcel.

(2) A single family dwelling unit is the principal use, and one accessory detached dwelling unit is allowed for each lot over 15,000 square feet.

(3) All operations shall be (a) conducted within an enclosed building, (b) provided further that if the building is located within fifty (50) feet of a lot in a residential zone with no intervening street, the wall of the building nearest such zone shall have no openings other than doors or stationary windows; and (c) that such doors shall be permitted only if the building is adjacent to any alley and they may be opened only at intervals necessary for ingress and egress,

(4) Subject to specific regulations in Article XI, Site Plan Review.

(5) Not to allow painting of automobiles or boats on site.

(6) Computer and other electronic hardware/software establishments, research and development establishments, provided no operations are obnoxious, offensive, or detrimental to neighboring property by reason of dust, smoke, vibrations, noise, odor, or effluents.

1305.2 SPECIAL EXCEPTIONS

To hear and recommend action to the City Council on this Ordinance; to consider such questions that are involved in determining whether special exceptions should be granted with such conditions and safeguards as are appropriate under this Ordinance.

A special exception shall not be recommended unless:

A. The owner of the property for which the special exception is sought or his agent shall be notified by mail at least fifteen (15) days in advance of a public hearing. A notice shall be mailed not less than fifteen (15) days prior to the date of such hearing, to the owner of all properties within a radius of three hundred (300) feet of the external boundaries of the property described in the application for the special exception, using for this purpose the last known address as shown on the tax rolls. Hearing notice shall be posted on the property in question at the City Hall, and in one other public place at least fifteen (15) days prior to the public hearing, and data pertinent to the exception being sought shall be given in a local newspaper with general circulation in the community at least fifteen (15) days before the hearing.

B. The Commission shall make a finding that the granting of the special exception will not adversely affect the public interest.

1. The special exception shall be oriented and landscaped to produce a harmonious relationship of buildings and grounds to adjacent buildings and properties.

2. The special exception shall produce a total visual impression and environment which is consistent with the environment of the neighborhood.

3. The proposed use will not be detrimental to the use or development of adjacent properties or other neighborhood uses.

4. The proposed use will not be affected adversely by the existing uses.

5. The proposed use will be placed on a lot of sufficient size to satisfy the space requirements of said use.

6. The proposed use will not constitute a nuisance or hazard because of the number of persons who will attend or use such facility, vehicular movement, noise, or fume generation or type of physical activity.

7. Utilities and fire protection services with reference to the location and the use shall be available and adequate.

C. The Planning and Zoning Commission may direct the Building Official to inspect the site and report to the Planning and Zoning Commission as to the existing conditions.

G. The variance requested is the minimum variance that will make possible the legal use of the land, building, or structure.

H. The variance is not a request to permit a use of land, building, or structure which is not permitted by right or by special exception in the district involved.

I. Notice of public hearing shall be given as in Section 1305.2(A).

J. The variance can't be transferred to a subsequent owner of the property, if the variance is unused.

K. The grant of a variance shall expire if the variance has not been activated within twelve (12) months of final approval. "Activation" shall mean obtaining a building permit for the required or necessary construction. In addition, the activation shall not be effective unless the construction is completed within twelve (12) months of obtaining the building permit. On good cause shown, the Bay St. Louis City Council may extend the above stated time limits for up to a maximum of twelve (12) months.

1305.4 HEAR AND MAKE A RECOMMENDATION ON AMENDMENTS TO THE ZONING ORDINANCE

To hear and to make a recommendation on such amendments to the Zoning Ordinance, including the zoning map. Notice of public hearing shall be given as in Section 1305.2(A) and the Planning Commission shall study, hear and make a recommendation on the proposed changes and submit this recommendation to the City Council.

1305.5 INTERPRETATION OF USES

For any use not specifically listed, the Planning and Zoning Commission shall make a determination of the district or districts in which said use shall be permitted either by right or on a conditional basis. Any such determination shall be based on the subject's uses similarity in nature, intensity of land use, impact and general character to other uses listed in the various districts.

1305.6 SITE PLAN REVIEW

The Planning and Zoning Commission shall be responsible for reviewing and making a decision on minor site plans, as defined in Section 1102.2.

SECTION 1306: DECISIONS OF THE PLANNING AND ZONING COMMISSION

In exercising the above mentioned powers, the Planning and Zoning Commission by a concurring vote of a majority of its members present and voting may recommend that the City Council reverse or affirm, wholly or partly, or may modify the order, requirements, decision or determination appealed from; and make such order, requirement, decision, or determination as ought to be made. Decisions shall be recommended to the City Council for final action.

TO: Planning and Zoning Commission
City of Bay St. Louis

RE: 601 Citizen Street
137J-0-44-213.001
PT 400, 402C & 403, 3RD WARD BAY ST LOUIS

HEARING DATE: April 28, 2026

I reviewed Mark & April Johnson's application for a Variance to the Zoning Ordinance. The property is located at 601 Citizen Street, at the corner of Citizen Street and Old Spanish Trail, and is zoned R-1 Single Family Residential District. The R-1 district requires a 20-foot rear yard setback.

The applicants are requesting a variance to the rear yard setback to allow for an addition to the existing house.

Rear Yard Setback:
Required: 20'
Proposed Distance of rear yard: 2'
Variance Request: 18'

The administration recommends denial of the variance.

- This is a corner parcel.
- Both adjacent neighbors have submitted letters in support of the variance.
- The request is for an addition to the existing dwelling
- The construction documents were submitted with applicatoin

If I can be of any further assistance in this matter, please feel free to call my office at 228-466-5516.

Jeremy L Burke
Zoning Administrator

26-002

An Addition
for
Mark & April Johnson
at
601 Citizen Street
Bay St. Louis, MS 39520

February 25, 2026

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ELEVATIONS	B2
PLUMBING & MECHANICAL	PM

TERRY MORAN ENGINEERING
P.O. BOX 4079
BILOXI, MS 39535
PH 228.896.4733
TERRY MORAN, P.E., P.L.S

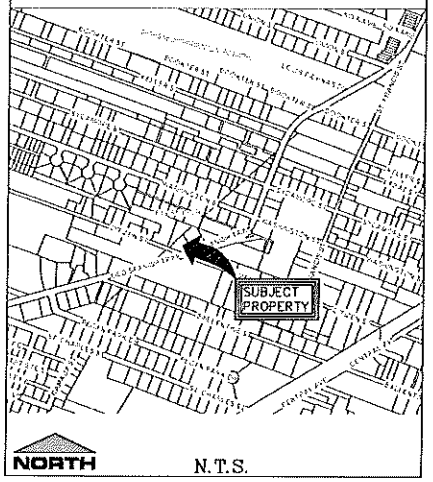
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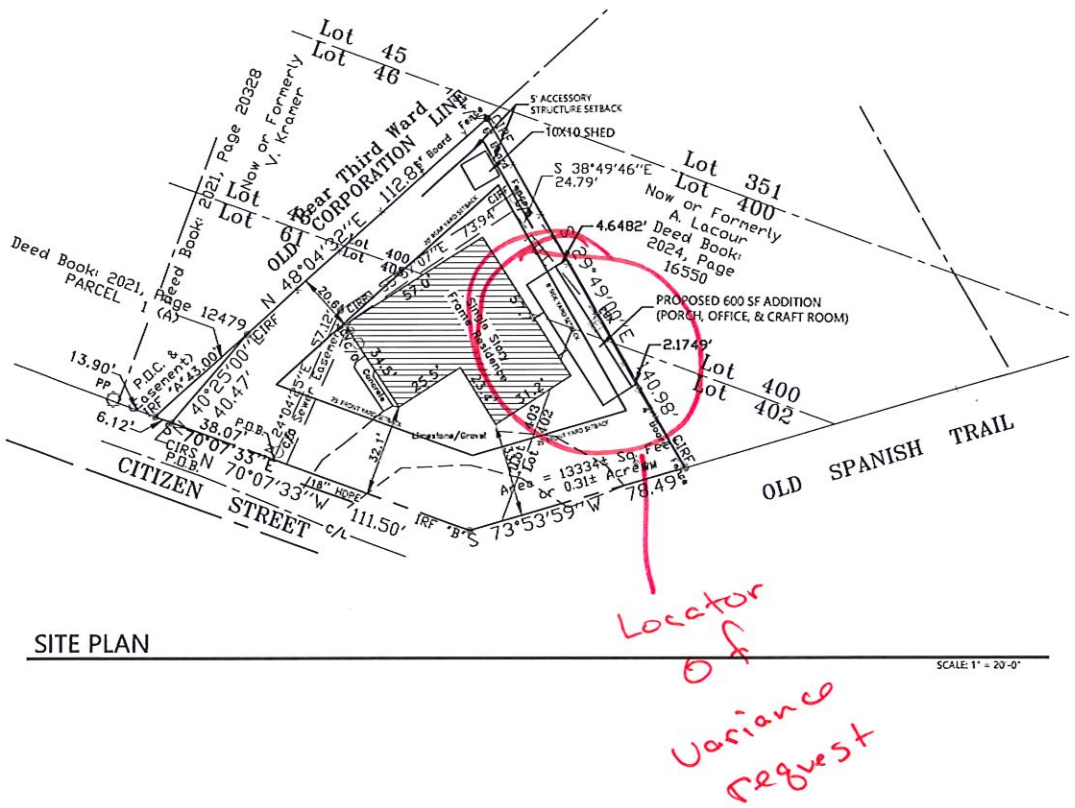
FOUNTAIN & ASSOCIATES
CIVIL AND COMMERCIAL DESIGN
2318 Pass Road, Unit 3
Gulfport, MS 39531
228-574-3659

NOTE: ALL CONSTRUCTION SHALL COMPLY WITH THE "MISSISSIPPI STANDARD SPECIFICATIONS FOR STATE AID ROAD CONSTRUCTION , 2017 EDITION".

ATTENTION: NO CONSTRUCTION IS TO COMMENCE ON THIS PROJECT BEFORE THE APPROPRIATE PERMITS HAVE BEEN OBTAINED.

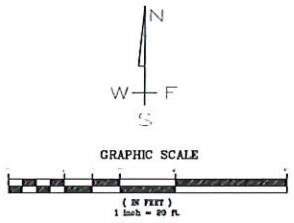
VICINITY MAP





SITE PLAN

SCALE: 1" = 20'-0"



BOUNDARY BASED ON SURVEY BY CHINICHE ENGINEERING & SURVEYING. TOPOGRAPHIC INFORMATION NOT PROVIDED.

SUBJECT PROPERTY LIES WITHIN "X" FLOOD ZONE PER FEMA PANEL 28045C0351D DATED OCTOBER 16, 2009.

SITE DATA TABLE

ACREAGE: 0.31+/- AC;

ZONING: R1

SETBACKS:

FYSB - 25 FT
SYSB - 8 FT
RYSB - 20 FT

ACCESSORY STRUCTURE - 5 FT (ANY SIDE)

NOTE: A SIDE YARD SETBACK VARIANCE WILL BE REQUIRED TO BUILD PROPOSED ADDITION. THIS SETBACK SHALL BE A 6 FOOT SIDE YARD SETBACK VARIANCE TO ALLOW A TWO FOOT SIDE YARD SETBACK WHERE AN 8 FOOT IS REQUIRED.

TERRY MORAN ENGINEERING
P.O. BOX 4075
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FAX 224.808.6768
TERRY MORAN, P.E., P.L.S.

26-002

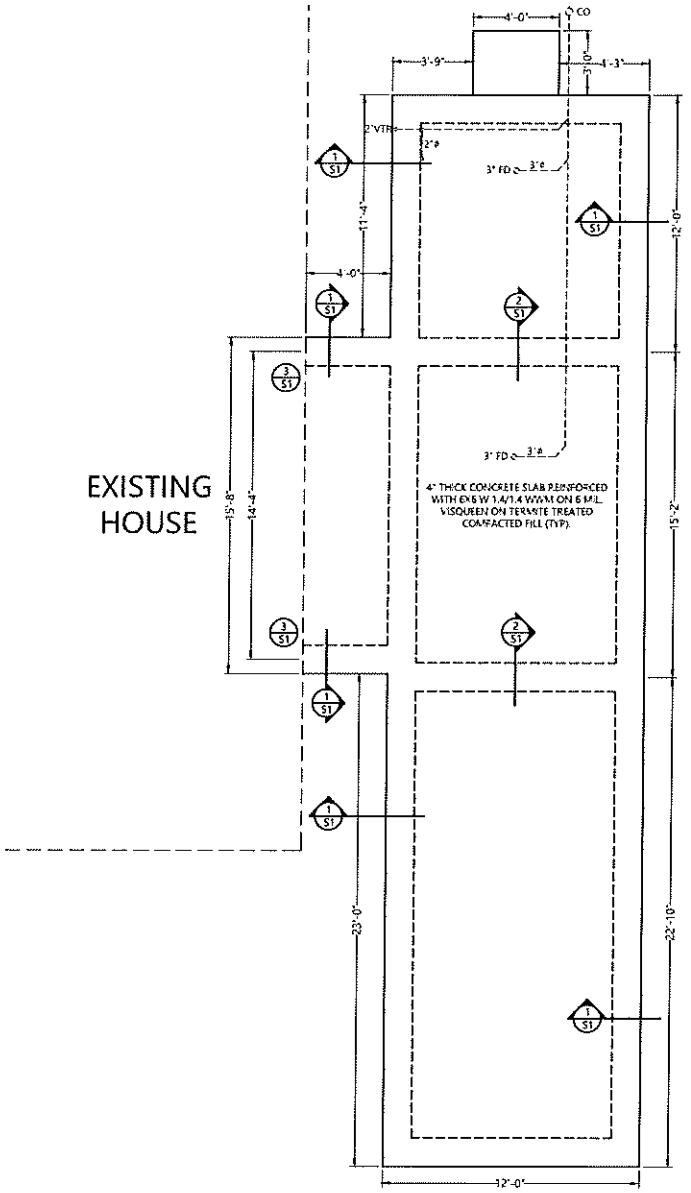
In Association With

FOUNTAIN & ASSOCIATES
CIVIL AND COMMERCIAL DESIGN
2318 Pass Road, Unit 3
Biloxi, MS 39531
228-574-3659

Date 02-25-2026
Drawn By F.O.F.
Check By T.J.M.
REV

AN ADDITION FOR
MARK & APRIL JOHNSON
601 CITIZEN STREET
BAY ST LOUIS, MS 39520

C1

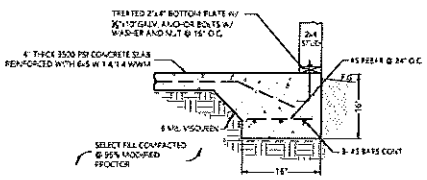


FOUNDATION PLAN - ADDITION

SCALE: 3/8"=1'-0"

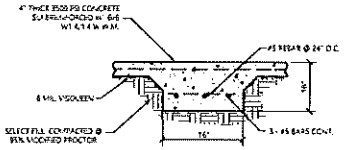
STRUCTURAL NOTES

1. CONCRETE SHALL BE 3500 PSI MIN.
2. ALL STEEL REINFORCEMENT SHALL BE 40,000 PSI MIN.
3. ALL FOOTINGS SHALL BE CONSTRUCTED ON UNDISTURBED GROUND AND ALL INTERIOR FOOTINGS SHALL BE CONSTRUCTED ON EITHER UNDISTURBED GROUND OR FILL WHICH HAS BEEN COMPACTED TO NOT LESS THAN 95% STANDARD PROCTOR.
4. FILL SHALL BE SUITABLE HIGH QUALITY MATERIAL AND SHALL BE PLACED IN 12" LIFTS. EACH LIFT TO BE COMPACTED TO NOT LESS THAN 95% STANDARD PROCTOR.
5. CONTRACTOR SHALL ENSURE AT ALL TIMES THAT RE-BAR AND FORM BOARDS ARE STRAIGHT, LEVEL AND SECURE DURING CONCRETE POURS AND INSTALLATION.
6. MINIMUM FINISH FLOOR ELEVATION(S) TO BE VERIFIED BY CONTRACTOR WITH CITY/COUNTY.
7. ALL FOUNDATION ELEMENTS PLACED BELOW GRADE SHALL HAVE A WATERPROOF BARRIER APPLIED TO EACH SIDE.
8. CONTRACTOR SHALL BE RESPONSIBLE FOR HAVING ALL LVL'S AND ROOF TRUSSES SIZED BY THE MANUFACTURER.



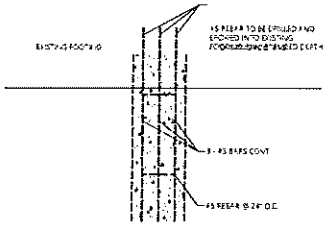
1/S1 FOOTING DETAIL

N.T.S.



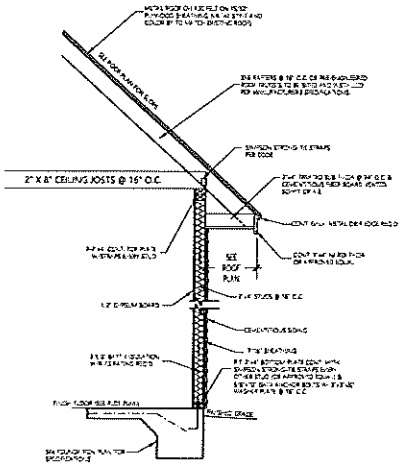
2/S1 FOOTING DETAIL

N.T.S.



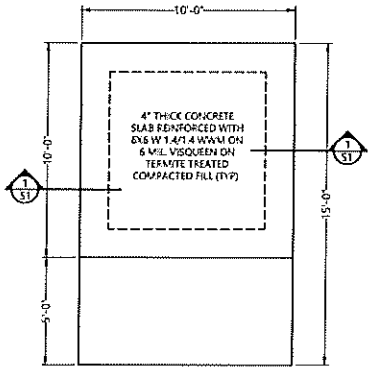
3/S1 FOOTING DETAIL

N.T.S.



3/S1 WALL SECTION

N.T.S.



FOUNDATION PLAN - SHED

SCALE: 3/8"=1'-0"

TERRY MORAN ENGINEERING
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FAX 228.896.8768
TERRY MORAN
P.E., P.L.S.

26-002

In Association With

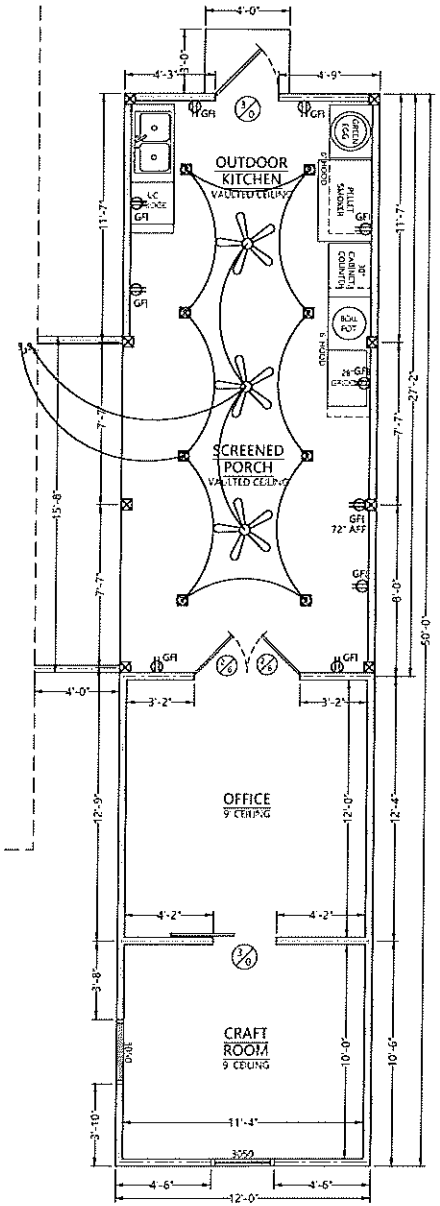
FOUNTAIN & ASSOCIATES
CIVIL AND COMMERCIAL DESIGN
2318 Pass Road, Unit 3
Biloxi, MS 39531
228-574-3659

Date 02-25-2026
Drawn By EOF
Check By TJM
REV.

AN ADDITION FOR
MARK & APRIL JOHNSON
601 CITIZEN STREET
BAY ST LOUIS, MS 39520

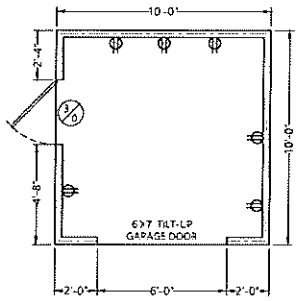
S1

EXISTING HOUSE



FLOOR & ELECTRICAL PLAN - ADDITION

SCALE: 3/8"=1'-0"



FLOOR & ELECTRICAL PLAN - SHED

SCALE: 3/8"=1'-0"

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P.O. BOX 4725
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FAX 228.896.8758
TERRY MORAN
P.E., P.L.S.

26-002

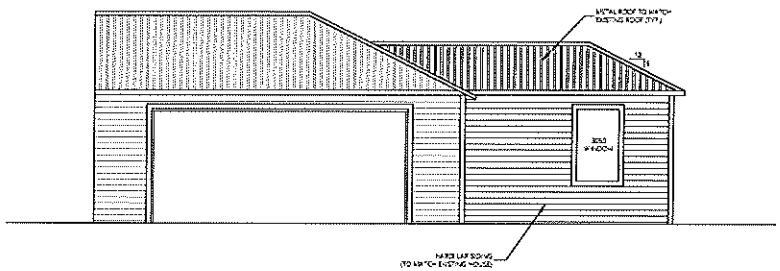
In Association With

FOUNTAIN & ASSOCIATES
CIVIL AND COMMERCIAL DESIGN
2318 Pass Road, Unit 3
Biloxi, MS 39531
228-574-3659

Date 12-22-2026
Drawn By FOF
Check By TJM
REV.

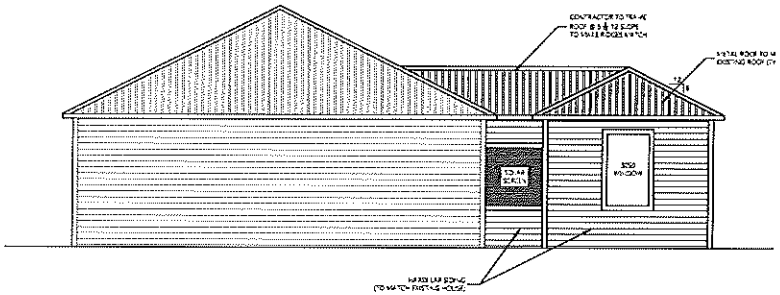
AN ADDITION FOR
MARK & APRIL JOHNSON
601 CITIZEN STREET
BAY ST LOUIS, MS 39520

B1



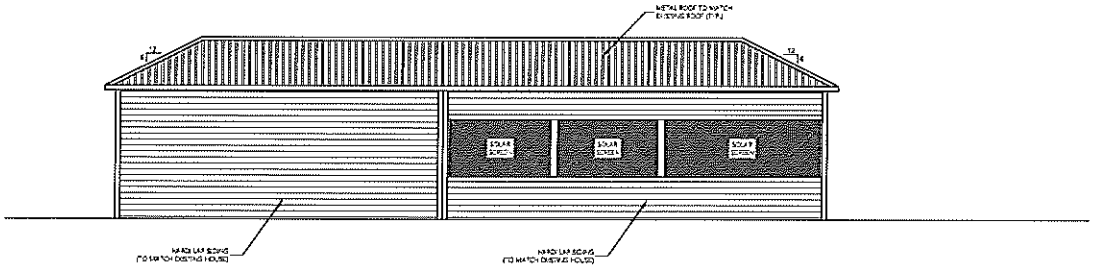
FRONT ELEVATION

SCALE: 1/4" = 1'-0"



SIDE ELEVATION

SCALE: 1/4" = 1'-0"



REAR ELEVATION

SCALE: 1/4" = 1'-0"

TERRY MORAN ENGINEERING
P.O. BOX 4775
BILOXI, MS 39535
PH 228.596.4733
TERRY MORAN, P.E., P.L.S.

26-002

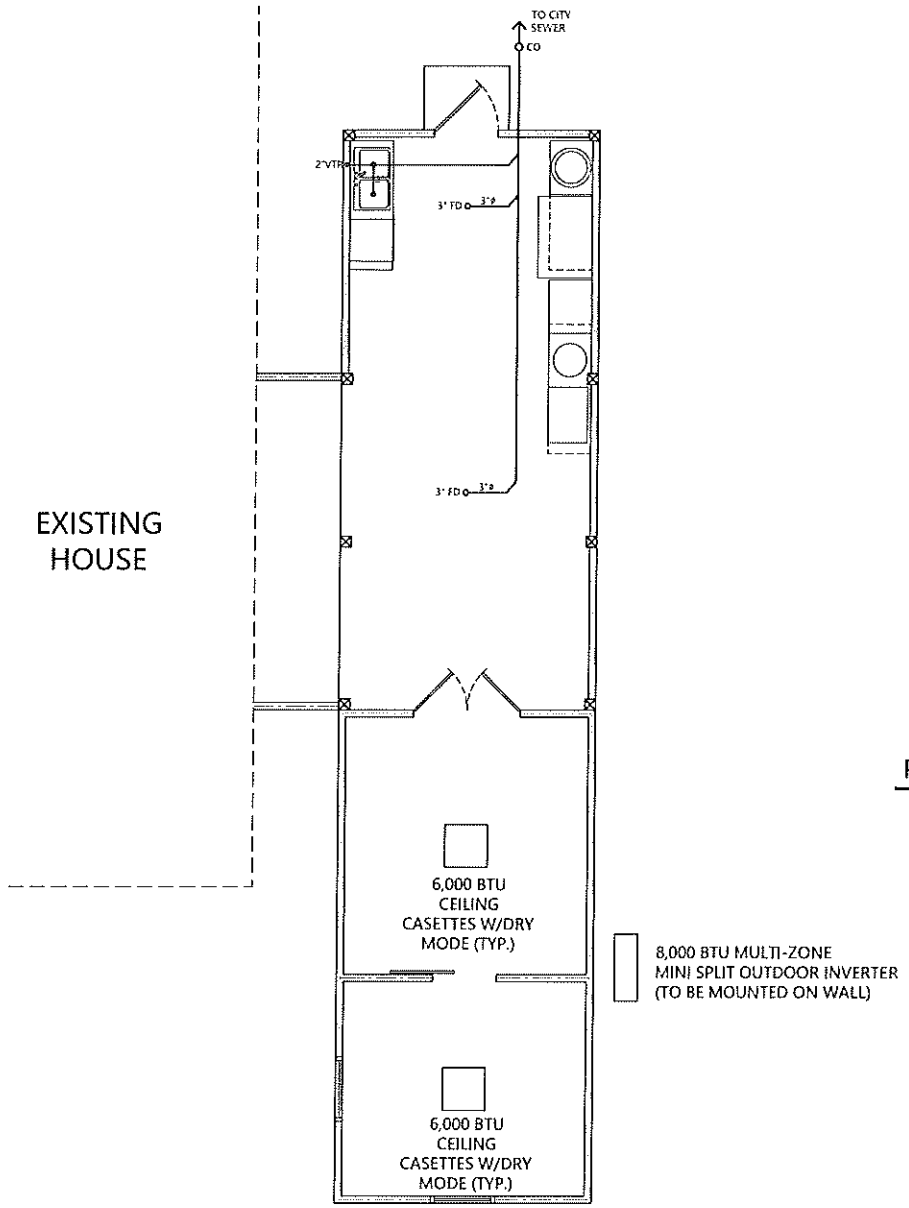
In Association With

FOUNTAIN & ASSOCIATES
CIVIL AND COMMERCIAL DESIGN
2318 Pass Road, Unit 3
Biloxi, MS 39531
228-574-3659

Date 02-05-2026
Drawn By F O F
Check By T J M
REV

AN ADDITION FOR
MARK & APRIL JOHNSON
601 CITIZEN STREET
BAY ST LOUIS, MS 39520

B2

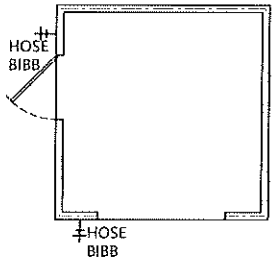


PLUMBING & MECHANICAL PLAN - ADDITION

SCALE: 3/8"=1'-0"

HVAC NOTES:

1. CONTRACTOR TO VERIFY ALL SPECS FOR HVAC UNITS SELECTED. INCLUDING VERIFYING THE NUMBER OF INTERIOR CASSETTES THAT CAN BE USED ON SPECIFIED MODEL.
2. CONTRACTOR TO VERIFY ALL REQUIREMENTS ARE MET FOR MODEL SELECTED.
3. CONTRACTOR TO ENSURE THAT EQUIPMENT SELECTED HAS DRY/DEHUMIDIFY MODE TO ENSURE UNIT PROPERLY DEHUMIDIFIES SPACES.



PLUMBING & MECHANICAL PLAN - SHED

SCALE: 3/8"=1'-0"

26-002

TERRY MORAN ENGINEERING
P.O. BOX 4779
BILOXI, MS 39535
PH 228.896.4733
FAX 228.872.8758
TERRY MORAN
P.E., P.L.S.

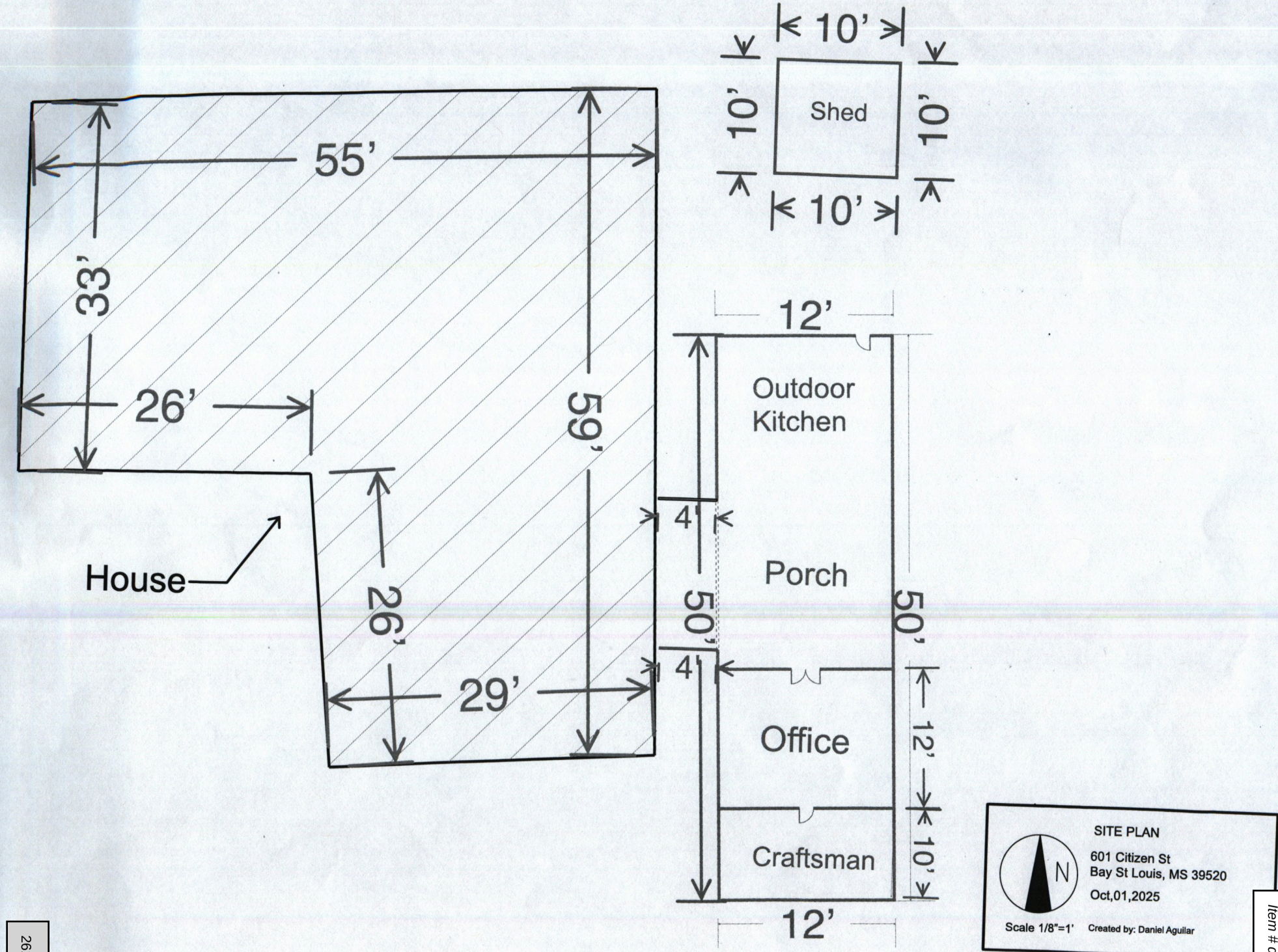
In Association With

FOUNTAIN & ASSOCIATES
CIVIL AND COMMERCIAL DESIGN
2318 Pass Road, Unit 3
Biloxi, MS 39531
228-574-3659

Date 02-25-2026
Drawn By EDF
Check By TJM
REV

AN ADDITION FOR
MARK & APRIL JOHNSON
601 CITIZEN STREET
BAY ST LOUIS, MS 39520

PM

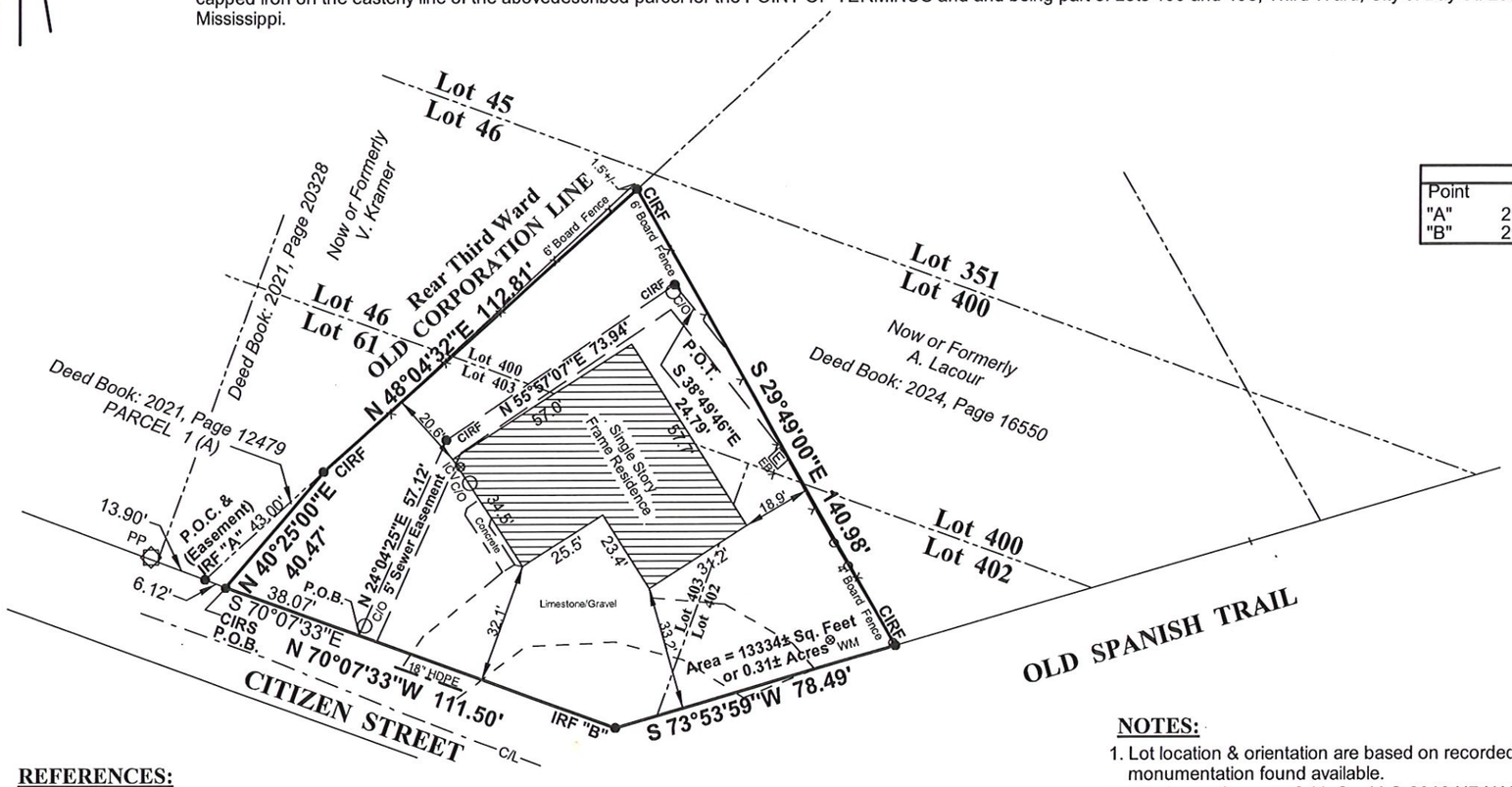

10'
10'
Shed
10'
10'
55'
33'
26'
59'
House
26'
29'
12'
Outdoor
Kitchen
4'
Porch
50'
50'
4'
Office
12'
Craftsman
10'
12'
SITE PLAN
601 Citizen St
Bay St Louis, MS 39520
Oct,01,2025
N
Scale 1/8"=1'
Created by: Daniel Aguilar

LEGAL DESCRIPTION (AS PER SURVEY):

COMMENCING at a found ½" iron rod for the southwest corner of Lot 403, Third Ward, City of Bay St. Louis, Hancock County, MIssissippi; thence S 70°07'33"E 6.12 ft. along the northerly margin of Citizen Street to a found ½" capped iron rod for the POINT OF BEGINNING; thence N 40°25'00"E 40.47 ft. to a found ½" capped iron rod the Old Corporation Line, thence along said line, N 48°04'32"E 112.81 ft. to a found ½" capped iron rod; thence S 29°49'00"E 140.98 ft. to a set ½" capped iron rod on the northerly margin of Old Spanihs Trail; thence along said margin, S 73°53'59"W 78.49 ft. to a found ½" iron rod on the northerly margin of Citizen Street; thence along said margin, N 70°07'33"W 111.50 ft. to the POINT OF BEGINNING; Containing 13334 square feet or 0.31 acres, more or less, and being part of Lots 400, 402,and 403. Third Ward, City of Bay St. Louis, Hancock County, Mississippi.

5 Ft. SEWER EASEMENT LEGAL DESCRIPTION (AS PER SURVEY):

COMMENCING at a found ½" iron rod for the southwest corner of Lot 403, Third Ward, City of Bay St. Louis, Hancock County, MIssissippi; thence along the northerly margin of Citizen Street, S 70°07'33"E 44.19 ft. to a set ½" capped iron rod for the POINT OF BEGINNING of a 5 ft. sewer easement being southeasterly 5 ft. perpendicuilar to and parallel with the following described northwesterly line of said easement; thence N 24°04'25"E 57.12 ft. to a set ½" capped iron; thence N 55°57'07"E 73.94 ft. to a set ½" capped iron; thence S 38°49'46"E 24.79 ft. to a set ½" capped iron on the easterly line of the abovedescribed parcel for the POINT OF TERMINUS and and being part of Lots 400 and 403, Third Ward, City of Bay St. Louis, Hancock County, Mississippi.



Grid Coordinates		
Point	Northing	Easting
"A"	293985.71	822286.62
"B"	293945.72	822397.23

LEGEND:
IRF = 1/2" Iron Rod Found
IPF = Iron Pipe Found
IRS = 1/2" Iron Rod Set
IFP = Iron Fence Post
C = Capped
WFP = Wood Fence Post
MNF = Magnetic Nail Found
MNS = Magnetic Nail Set
Ref. = Reference
R/W = Right-Of-Way
O/H/U = Overhead Utilities
PP = Power Pole
LP = Light Pole
P.O.B. = Point of Beginning
P.O.C. = Point of Commencement
P.O.T. = Point of Terminus
TBM = Temporary Bench Mark
EBX = Electrical Box
FH = Fire Hydrant
SMH = Sewer Man Hole
C/O = Cleanout
C/L = Centerline
EOA = Edge of Asphalt
(P) = Plat of Record
(D) = Deed of Record
(R) = Record

REFERENCES:

1) Drake Plat of Record
2) Survey by Weston & Wheat dated, 11/12/1971(Lots 400,402, & 403)
3) Survey by J. Chiniche dated, 04/08/2015 (Lot 351) # 2015-054
4) Survey by D. Levy dated, 11/20/2013 (Part of Lots 400,402, & 403)
5) Survey by James J. Chiniche, P.A., Inc. dated, 8/28/2019 (#2019-259)
6) Survey by James J. Chiniche, P.A., Inc. dated,5/19/2021 (#2021-161)
   Revised: 05/26/2021, 03/07/2022, & 04/10/2022
7) Deed Book: 2022, Page 6896
8) Survey by James J. Chiniche, P.A., Inc. dated,5/19/2021 (#2021-161-B)
   Revised: 05/26/2021, 07/21/2021, & 04/10/2022

NOTES:

1. Lot location & orientation are based on recorded data and monumentation found available.
2. Bearings reference: Grid, Geoid G-2018 U7 NAD '83 State Plane Zone Mississippi East by GPS Observation. Utilizing Earl Dudley's Virtual Reference Network, INET. Convergence Angle = -0° 15' 32" & Combination Factor = 0.999978876
3. Survey considered a Class "B" survey.
4. Only visible roads, lanes, driveways, drains, utilities, etc., over and across said premises are shown hereon.
5. This survey was prepared without a current title report nor were County records researched for easements by this surveyor.

SURVEYOR'S CERTIFICATION:

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

Michael R. McGinnis PLS-02827 Date 1/21/2026

Michael Raymond McGinnis
Professional Surveyor
P.L.S.- #02827
State of Mississippi

MICHAEL RAYMOND McGINNIS REGISTERED PROFESSIONAL LAND SURVEYOR LICENSE NO. 02827 STATE OF MISSISSIPPI

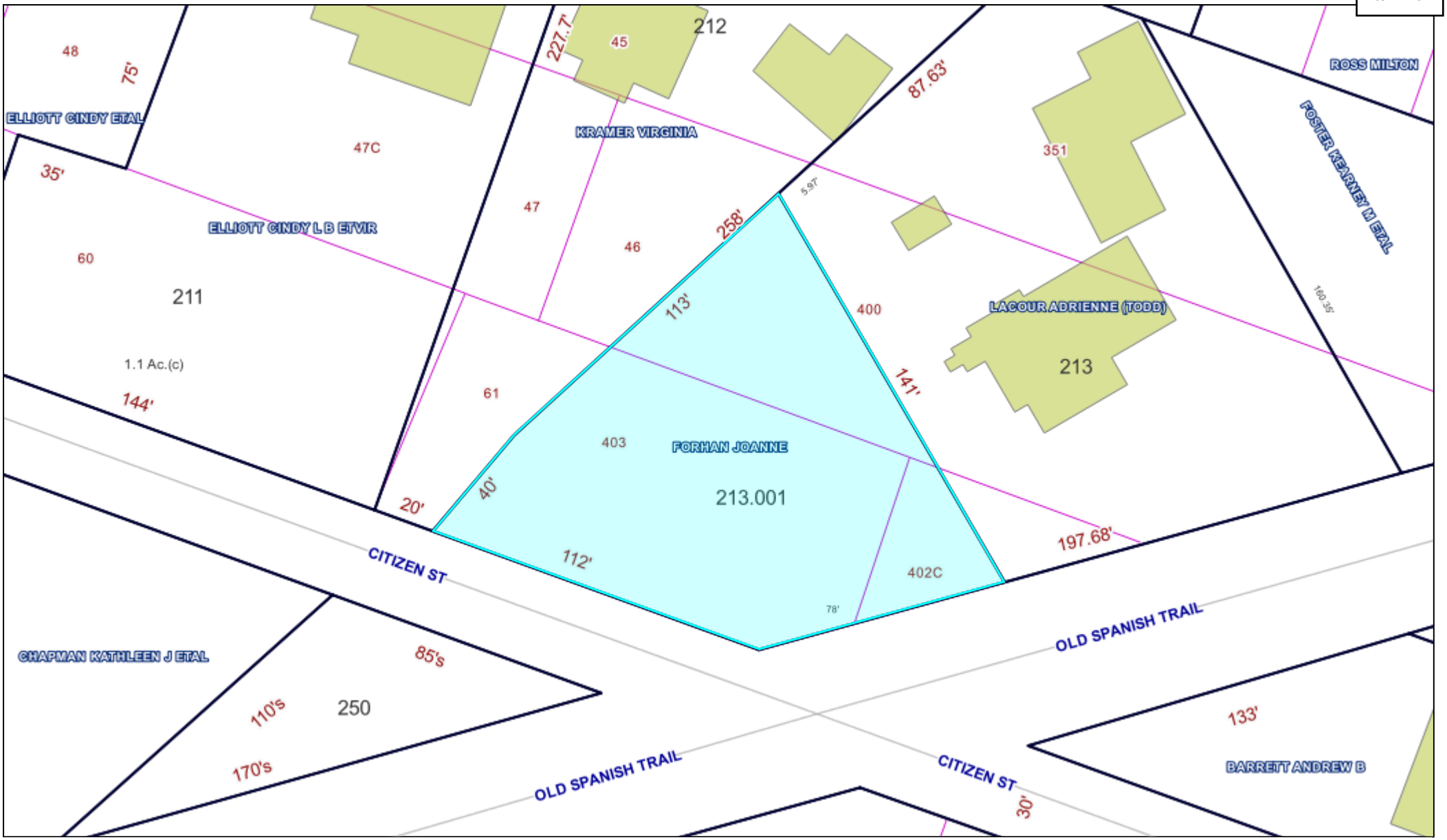
Rev. # 3 Date:	
Rev. # 2 Date:	
Rev. # 1 Date:	
Date: 01/13/2026	
Scale: 1" = 40'	
Drawn by: dmr	
Dwg. #:005-26P	

CHINICHE ENGINEERING & SURVEYING
ESTABLISHED 1971
OFFICE - (228) 467-6755
EMAIL - admin@chiniche.com
WEBSITE - www.chiniche.com
407 Hwy. 90,
BAY ST. LOUIS, MS 39520

PLAT OF SURVEY OF
Part of Lots 401, 402, and 403,
Third Ward, City of Bay St. Louis,
Hancock County, Mississippi

Job #: 2026-005 For: JOHNSON Sht. 1 of 1

Geoportal Map



DISCLAIMER: Any user of this map product accepts its faults and assumes all responsibility for the use thereof, and further agrees to hold Hancock County harmless from and against any damage, loss or liability arising from any use of the map product. Users are cautioned to consider carefully the provisional nature of the maps and data before using it for decisions that concern personal or public safety or the conduct of business that involves monetary or operational consequences. Conclusions drawn from, or actions undertaken, on the basis of such maps and data, are the sole responsibility of the user.

0 20 40ft

Mark W Johnson
601 Citizen Street
Bay Saint Louis, Mississippi 39520

To: Bay St Louis Zoning Commission and City Officials

Subject: Addition and variance to home at 601 Citizen St, Bay St Louis, MS

I am currently the homeowner next to 601 Citizen St and have been informed by Mark W Johnson that he plans to build an addition to the back of his house that will be 600 square feet.

I have no issue or concerns with these plans and want to express my concurrence with his plans to build this addition.

Any further questions can be directed to me at the address and phone number given below

Name: [redacted]

Date: 3-12-26

Address: 530 Old Spanish Tr.

BSL, MS 395-20

Phone: [redacted]

Signature: Adrienne LaCour

Adjacent Property

Mark W Johnson
601 Citizen Street
Bay Saint Louis, Mississippi 39520

To: Bay St Louis Zoning Commission and City Officials

Subject: Addition and variance to home at 601 Citizen St, Bay St Louis, MS

I am currently the homeowner next to 601 Citizen St and have been informed by Mark W Johnson that he plans to build an addition to the back of his house that will be 600 square feet.

I have no issue or concerns with these plans and want to express my concurrence with his plans to build this addition.

Any further questions can be directed to me at the address and phone number given below

Name: Virginia Kramer

Date: 3/20/26

Address: 603 Citizen St.

Bay St. Louis, MS 39520

Phone: [redacted]

Signature: Virginia Kramer

Adjacent Property

Gmail

Caitlin Bourgeois <[redacted]>

601 Citizen Street Variance Request

1 message

Chris Cheek <[redacted]> Fri, Apr 17, 2026 at 12:32 PM
To [redacted]

We are writing to express our opposition to a request for a variance at 601 Citizen Street. As we recall, the lot in question was created by a recent subdivision of the property to the north which was divided into 3 lots, and the house was subsequently built. The code clearly states that the rear yard setback is 20 feet. For the City to reduce that setback to 2 feet is completely irresponsible. Several older houses behind our lot are non-conforming with little to no setback. At best it creates an awkward situation when houses are occupying what should be a setback, further crowding our property and the neighborhood. Furthermore, we do not enjoy the same fire protection created by proper setbacks. If any house behind us catches fire, then our property is certain to burn.

Thank you for your consideration of our concerns for this variance request.

Sincerely,
Chris and Patricia Cheek

Planning and Zoning Board
City of Bay St. Louis

RE: 513 Main Street
149E-0-29-293.001
PT 568, 1ST WARD, Bay St. Louis

DATE: April 28, 2026

I have reviewed the application for Variance to the Zoning Ordinance submitted by Adam Feola. The property in question is located at 513 Main Street. The property is zoned C-2, Neighborhood Commercial District.

The applicant is requesting a variance to allow for the construction of a pole barn that will exceed the allowable size limit for an accessory structure in relation to the primary dwelling. According to Section 1002.2 (C): “An accessory structure shall be no more than fifty (50) percent of the floor area of the principal structure without approval of the City Council after review and recommendation of the Planning & Zoning Commission.”

The proposed accessory structure will be 218% of the floor area of the existing residence, requiring a variance of 168%.

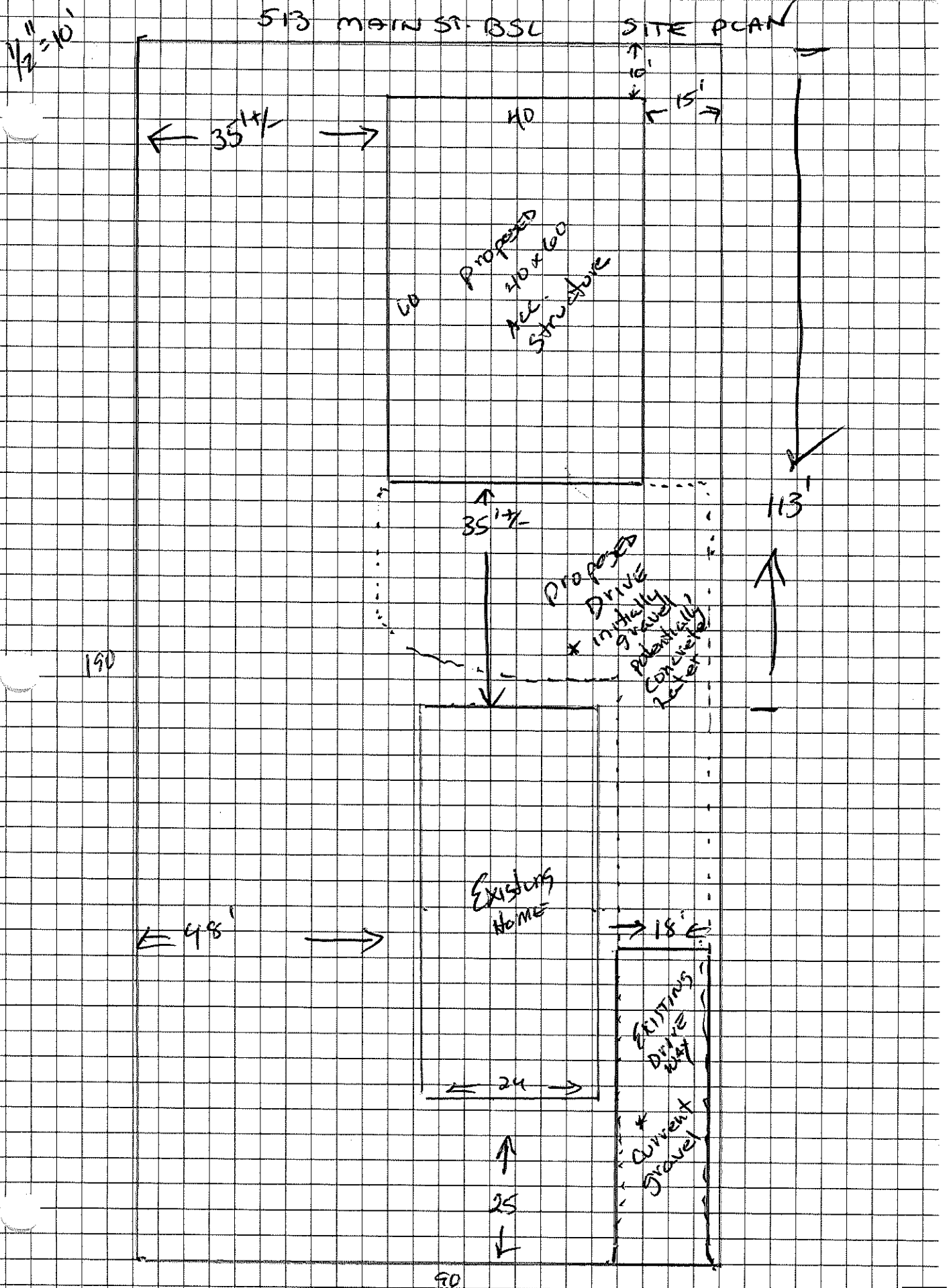
The primary dwelling on the property is 1,166 square feet. The total parcel size is 17,294 square feet, and the overall parcel coverage would remain under 20% if the accessory structure is permitted.

The administration recommends denying the variance for the following reasons:

- No hardship
- The property owner does have a large parcel
- The applicant could attach the proposed structure to the primary dwelling, which would eliminate the need for a variance; however, this would be difficult given the home's existing construction and layout.
- 513 Main Street is located in a commercial district, so if it were a commercial development rather than a single-family dwelling, there would be no need for a variance.

If I can be of any further assistance in this matter, please feel free to contact my office.

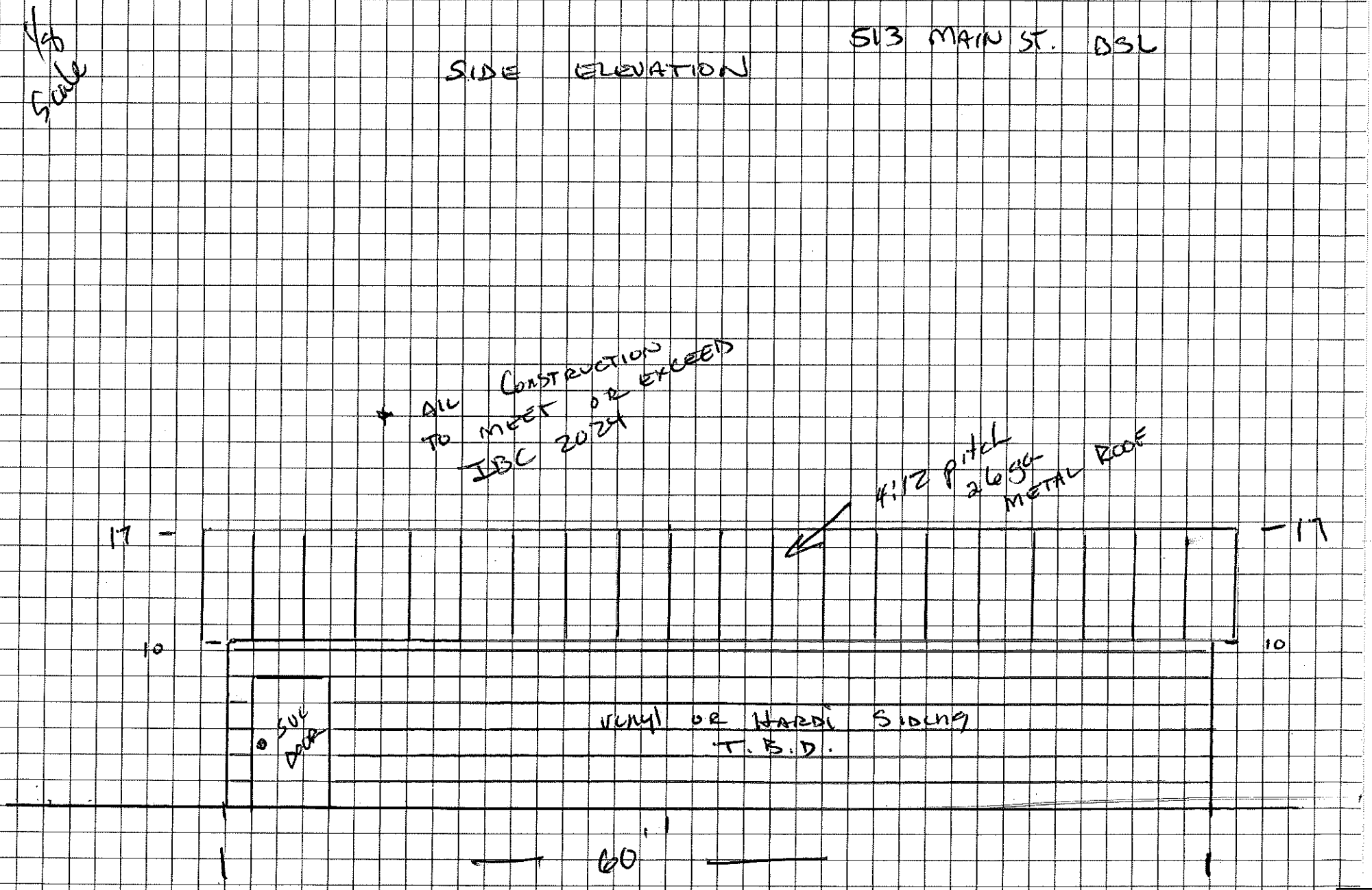
Jeremy L. Burke
Zoning Administrator


513 MAIN ST. BSL
SITE PLAN
1/2" = 10'
10'
15'
40
35' +/-
60
Proposed 40 x 60 Accessory Structure
35' +/-
113'
Proposed Drive
* Initially Gravel, potentially Concrete later
190
Existing Home
48'
18'
24
Existing Drive Way
* Current Gravel
25
90

1/4 Scale

SIDE ELEVATION

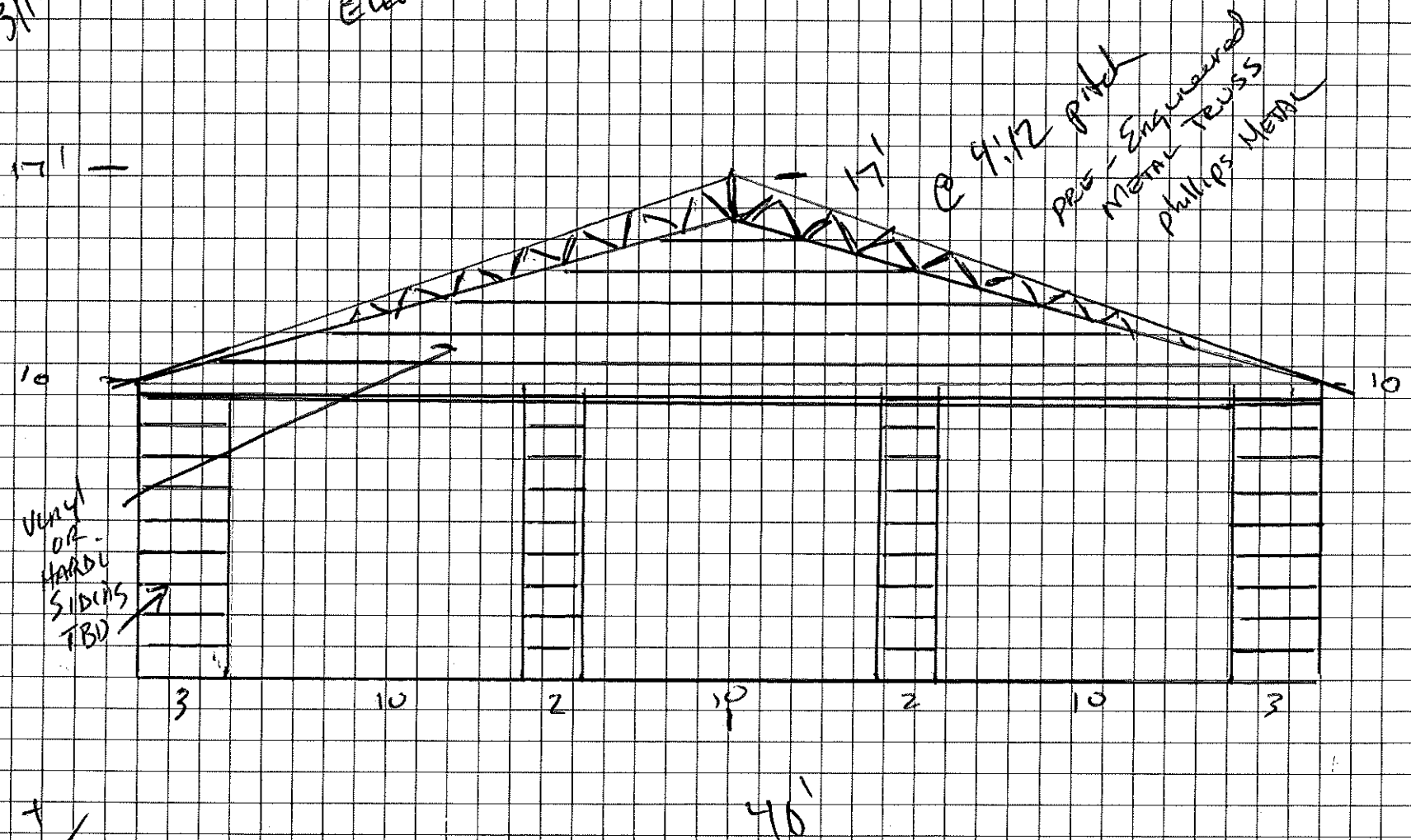
513 MAIN ST. DSL



513 MAIN ST. BSL

3/16 Scale

FRONT ELEVATION



1 4/12 20

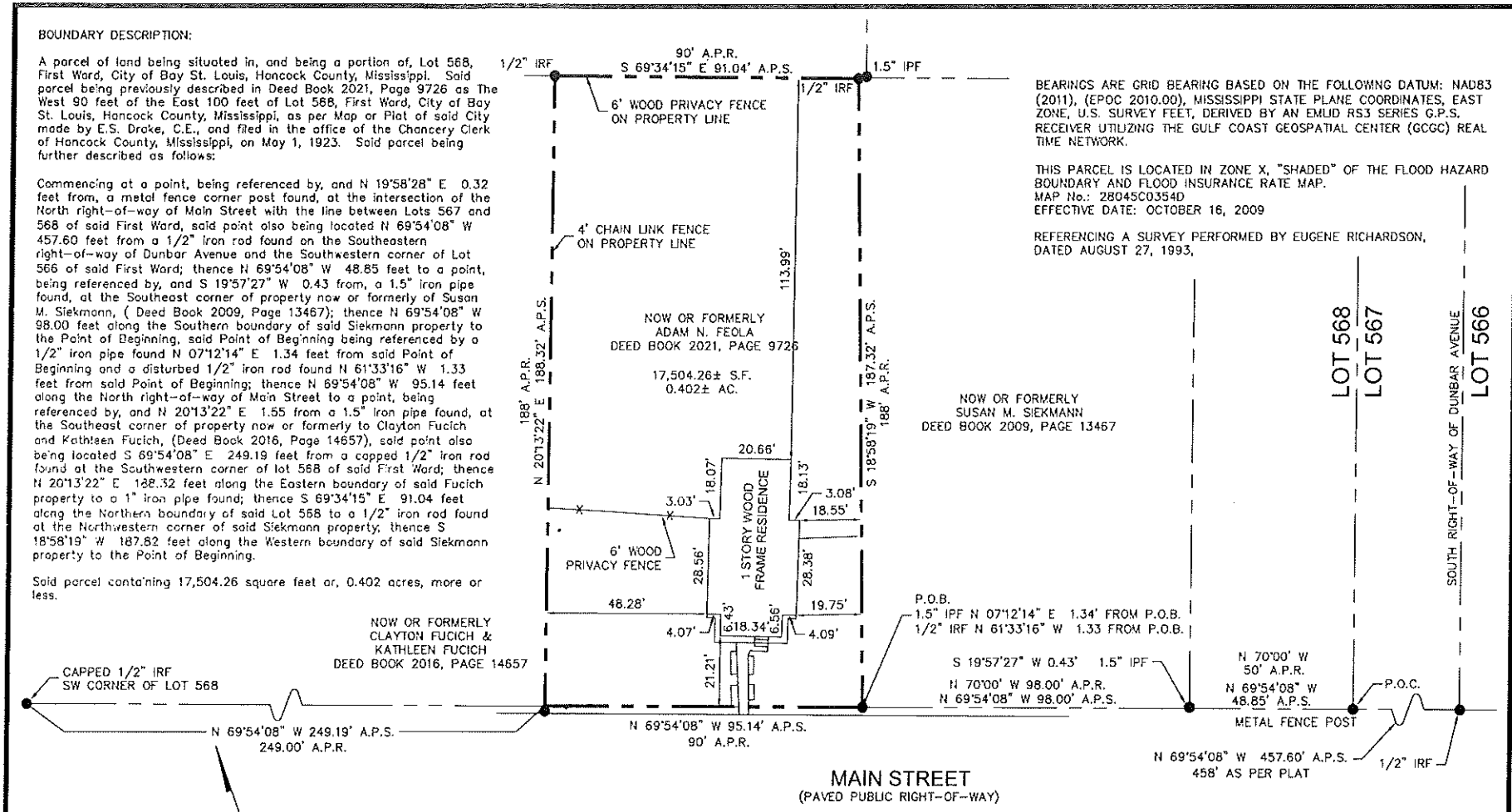
12x4=60

BOUNDARY DESCRIPTION:

A parcel of land being situated in, and being a portion of, Lot 568, First Ward, City of Bay St. Louis, Hancock County, Mississippi. Said parcel being previously described in Deed Book 2021, Page 9726 as The West 90 feet of the East 100 feet of Lot 568, First Ward, City of Bay St. Louis, Hancock County, Mississippi, as per Map or Plat of said City made by E.S. Drake, C.E., and filed in the office of the Chancery Clerk of Hancock County, Mississippi, on May 1, 1923. Said parcel being further described as follows:

Commencing at a point, being referenced by, and N 19°58'28" E 0.32 feet from, a metal fence corner post found, at the intersection of the North right-of-way of Main Street with the line between Lots 567 and 568 of said First Ward, said point also being located N 69°54'08" W 457.60 feet from a 1/2" iron rod found on the Southeastern right-of-way of Dunbar Avenue and the Southwestern corner of Lot 566 of said First Ward; thence N 69°54'08" W 48.85 feet to a point, being referenced by, and S 19°57'27" W 0.43 from, a 1.5" iron pipe found, at the Southeast corner of property now or formerly of Susan M. Siekmann, (Deed Book 2009, Page 13467); thence N 69°54'08" W 98.00 feet along the Southern boundary of said Siekmann property to the Point of Beginning, said Point of Beginning being referenced by a 1/2" iron pipe found N 07°12'14" E 1.34 feet from said Point of Beginning and a disturbed 1/2" iron rod found N 61°33'16" W 1.33 feet from said Point of Beginning; thence N 69°54'08" W 95.14 feet along the North right-of-way of Main Street to a point, being referenced by, and N 20°13'22" E 1.55 from a 1.5" iron pipe found, at the Southeast corner of property now or formerly to Clayton Fucich and Kathleen Fucich, (Deed Book 2016, Page 14657), said point also being located S 69°54'08" E 249.19 feet from a capped 1/2" iron rod found at the Southwestern corner of lot 568 of said First Ward; thence N 20°13'22" E 188.32 feet along the Eastern boundary of said Fucich property to a 1" iron pipe found; thence S 69°34'15" E 91.04 feet along the Northern boundary of said Lot 568 to a 1/2" iron rod found at the Northwestern corner of said Siekmann property; thence S 18°58'19" W 187.82 feet along the Western boundary of said Siekmann property to the Point of Beginning.

Said parcel containing 17,504.26 square feet or, 0.402 acres, more or less.



BEARINGS ARE GRID BEARING BASED ON THE FOLLOWING DATUM: NAD83 (2011), (EPOC 2010.00), MISSISSIPPI STATE PLANE COORDINATES, EAST ZONE, U.S. SURVEY FEET, DERIVED BY AN EMLID RS3 SERIES G.P.S. RECEIVER UTILIZING THE GULF COAST GEOSPATIAL CENTER (GCGC) REAL TIME NETWORK.

THIS PARCEL IS LOCATED IN ZONE X, "SHADED" OF THE FLOOD HAZARD BOUNDARY AND FLOOD INSURANCE RATE MAP.
MAP No.: 28045C0354D
EFFECTIVE DATE: OCTOBER 16, 2009

REFERENCING A SURVEY PERFORMED BY EUGENE RICHARDSON, DATED AUGUST 27, 1993,

LEGEND:

A.P.R. = AS PER RECORD
A.P.S. = AS PER SURVEY
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
IRF = IRON ROD FOUND
IRS = 1/2" IRON ROD SET W/CAP
IPF = IRON PIPE FOUND

SCALE: 1"=30'

30 15 0 30

PRELIMINARY

DAVID B. TOWLES, P.S. 34130
CLASS "B" SURVEY
DATE OF FIELD SURVEY: JUNE 10, 2025
DRAWING DATE: JUNE 20, 2025

TOWLES SURVEYING
11856 SLEEPING DEER LANE
SAUCIER, MS. 39574

513 MAIN STREET, BAY ST. LOUIS

BOUNDARY SURVEY

SHEET 1 OF 1

Bay St Louis citizens in support of variance PZ-2026-18

Variance at 513 Main Street for accessory structure larger than 50% of primary structure. This is for a personal garage in back corner of my residence.

Signature	Name	Address	Date
	Tony Wells	506 Main St	4-26-26
	Jack Sumner	505 MAIN ST	4/26
	Iris Sumner	505 Main St	4/26
	Cole Brady	501 main St	4/26
	Carter Ilgenfritz	510 Main St.	4/26
	Bobby Davis	512 MAin St	5/26
	P.L. EWALT	514 Main	5/26
	Cedric Hazen	521 MAIN	5/26
	Sonya Edmondson	508 MAIN ST	5/26
	Hugh Carr	522 State St.	5/26

Geoportal Map



DISCLAIMER: Any user of this map product accepts its faults and assumes all responsibility for the use thereof, and further agrees to hold Hancock County harmless from and against any damage, loss or liability arising from any use of the map product. Users are cautioned to consider carefully the provisional nature of the maps and data before using it for decisions that concern personal or public safety or the conduct of business that involves monetary or operational consequences. Conclusions drawn from, or actions undertaken, on the basis of such maps and data, are the sole responsibility of the user.

0 30 60ft

CITY OF BAY ST. LOUIS_COUNCIL DOCKET_05/05/2026_26-022

CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
46446	ABC RENTAL, INC	4/14/2026	2" SUB PUMP RENTAL	UTILITY FUND	UTILITY OPERATIONS	$ 35.00
46446		4/14/2026	DAMAGE WAIVER	UTILITY FUND	UTILITY OPERATIONS	$ 4.20
					TOTAL:	$ 39.20
46550	ADVANCE AUTO PARTS	4/27/2026	BATTERY(1)	GENERAL FUND	POLICE	$ 78.58
46550		4/27/2026	CORE BATTERY(1)	GENERAL FUND	POLICE	$ 22.00
46550		4/27/2026	CORE BATTERY(1)	GENERAL FUND	POLICE	$ (22.00)
46439		4/20/2026	HYDRAULIC FLUID(2)	GENERAL FUND	STREETS & PUBLIC WORKS	$ 149.98
46511		4/23/2026	BATTERY(3)	GENERAL FUND	STREETS & PUBLIC WORKS	$ 337.65
					TOTAL:	$ 566.21
46539	ALL SEASON'S LAWN MAINTENANCE, INC.	4/28/2026	PREP DRAINAGE_ST.JOHN ST	GENERAL FUND	STREETS & PUBLIC WORKS	$ 2,750.00
					TOTAL:	$ 2,750.00
46540	ASPHALT MAINTENANCE CO. LLC	4/28/2026	SPEED BUMPS	UTILITY C&M FUND	UTILITY OPERATIONS	$ 3,560.00
46540		4/28/2026	UTILITY CUT REPAIRS	UTILITY C&M FUND	UTILITY OPERATIONS	$ 1,000.00
					TOTAL:	$ 4,560.00
46407	ASSOCIATION OF STATE FLOODPLAIN MANAGERS	4/24/2026	MEMBERSHIP DUES_2025	GENERAL FUND	BUILDING DEPARTMENT	$ 180.00
46408		4/24/2026	MEMBERSHIP DUES_2026	GENERAL FUND	BUILDING DEPARTMENT	$ 180.00
					TOTAL:	$ 360.00
46528	B&R INDUSTRIAL SUPPLY INC	4/24/2026	ROUND SHOVEL(6)	UTILITY FUND	UTILITY OPERATIONS	$ 129.30
46528		4/24/2026	HOLE SAW(3)	UTILITY FUND	UTILITY OPERATIONS	$ 20.10

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CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
46528	B&R INDUSTRIAL SUPPLY INC	4/24/2026	1" HOLE SAW(3)	UTILITY FUND	UTILITY OPERATIONS	$ 22.50
46528		4/24/2026	ALUMINUM PAINT(6)	UTILITY FUND	UTILITY OPERATIONS	$ 48.54
					TOTAL:	$ 220.44
46590	BAY ICE COMPANY	4/28/2026	HARBOR_ICE	MUNICIPAL HARBOR FUND	ADMINISTRATION	$ 77.00
46379		4/17/2026	HARBOR_ICE	MUNICIPAL HARBOR FUND	ADMINISTRATION	$ 215.60
					TOTAL:	$ 292.60
46596	BAY MOTOR WINDING, INC	4/21/2026	SERVICE CALL_LS #9	UTILITY FUND	UTILITY OPERATIONS	$ 435.00
					TOTAL:	$ 435.00
46586	BAY ST LOUIS UTILITIES	4/30/2026	08-0430-00 CITY HALL	GENERAL FUND	ADMINISTRATION	$ 40.00
46575		4/30/2026	09-0630-01 PARKING GARAGE	GENERAL FUND	GOVT BUILDING & PLANT	$ 40.00
46578		4/30/2026	08-0140-00 SENIOR CENTER	GENERAL FUND	GOVT BUILDING & PLANT	$ 156.10
46580		4/30/2026	08-0970-00 1905 CITY HALL	GENERAL FUND	GOVT BUILDING & PLANT	$ 58.50
46582		4/30/2026	09-0209-00 COMMUNITY HALL	GENERAL FUND	GOVT BUILDING & PLANT	$ 134.74
46583		4/30/2026	09-0720-00 TRAIN DEPOT	GENERAL FUND	GOVT BUILDING & PLANT	$ 40.00
46585		4/30/2026	08-0830-01 B&G CLUB	GENERAL FUND	GOVT BUILDING & PLANT	$ 29.00
46584		4/30/2026	04-2589-00 PUBLIC SAFETY COMPLEX	GENERAL FUND	POLICE	$ 56.77
46576		4/30/2026	04-2585-00 FIRE STATION #1	GENERAL FUND	FIRE	$ 361.74
46571		4/30/2026	07-4260-00 PUBLIC WORKS YARD	GENERAL FUND	STREETS & PUBLIC WORKS	$ 40.00
46573		4/30/2026	08-0710-00 CITY YARD	GENERAL FUND	STREETS & PUBLIC WORKS	$ 78.40
46570		4/30/2026	08-0110-00 COMMAGERE PARK	GENERAL FUND	PARKS & RECREATION	$ 265.39
46572		4/30/2026	06-4885-00 MLK PARK	GENERAL FUND	PARKS & RECREATION	$ 79.42
46574		4/30/2026	08-0832-00 B&G CLUB BACK BLDG	GENERAL FUND	PARKS & RECREATION	$ 7.00
46577		4/30/2026	08-0971-00 CITY PARK BATHROOM	GENERAL FUND	PARKS & RECREATION	$ 40.00
46579		4/30/2026	08-0200-00 SPLASH PAD	GENERAL FUND	PARKS & RECREATION	$ 689.80
46581		4/30/2026	08-0980-00 CEDAR REST	GENERAL FUND	PARKS & RECREATION	$ 14.00

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CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
46569	BAY ST LOUIS UTILITIES	4/30/2026	09-3842-00 HARBOR	MUNICIPAL HARBOR FUND	ADMINISTRATION	$ 209.32
					TOTAL:	$ 2,340.18
46426	BAY ST. LOUIS NEWSPAPERS, INC DBA:SEA COAST ECHO	4/20/2026	P&Z AD	GENERAL FUND	CITY COUNCIL	$ 78.12
					TOTAL:	$ 78.12
46487	BAYOU GAS ODORANTS COMPANY	4/14/2026	GAS ODORANT	UTILITY FUND	UTILITY OPERATIONS	$ 388.58
46487		4/14/2026	DELIVERY CHARGE	UTILITY FUND	UTILITY OPERATIONS	$ 150.00
					TOTAL:	$ 538.58
46409	BEAR COMMUNICATIONS, INC. DBA BEARCOM	4/15/2026	REPLACE BOARD/RADIO_TORNADO SIRENS	GENERAL FUND	FIRE	$ 1,275.00
46409		4/15/2026	TRIP CHARGE	GENERAL FUND	FIRE	$ 220.00
46409		4/15/2026	FIELD REPAIR	GENERAL FUND	FIRE	$ 300.00
					TOTAL:	$ 1,795.00
46401	BETZ ROSETTI & ASSOCIATES, INC.	4/17/2026	2026 NISSAN ROGUE_ADMIN	GENERAL FUND	ADMINISTRATION	$ 588.00
46395		4/20/2026	DODGE DURANGOS(4)_POLICE	GENERAL FUND	POLICE	$ 5,088.00
					TOTAL:	$ 5,676.00
46388	BRENTLEY D MELTON JR	4/16/2026	RESTITUTION	GENERAL FUND	NON-DEPARTMENTAL	$ 220.00
46428		4/21/2026	RESTITUTION	GENERAL FUND	NON-DEPARTMENTAL	$ 220.00
					TOTAL:	$ 440.00
46531	CADENCE EQUIPMENT FINANCE	4/6/2026	PAY #45 NEW HOLLAND TRACTOR	DEBT SERVICE FUND	DEBT SERVICE	$ 3,519.10
46532		4/15/2026	PAY #1 2024 DODGE DURANGO	DEBT SERVICE FUND	DEBT SERVICE	$ 15,427.24

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CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
46532	CADENCE EQUIPMENT FINANCE	4/15/2026	PAY #1 2024 DODGE DURANGO	DEBT SERVICE FUND	DEBT SERVICE	$ 15,427.24
46532		4/15/2026	PAY #1 2024 DODGE DURANGO	DEBT SERVICE FUND	DEBT SERVICE	$ 15,427.24
46532		4/15/2026	PAY #1 2024 DODGE DURANGO	DEBT SERVICE FUND	DEBT SERVICE	$ 15,427.25
46532		4/15/2026	PAY #1 2024 DODGE DURANGO	DEBT SERVICE FUND	DEBT SERVICE	$ 15,427.25
46532		4/15/2026	PAY #1 2024 DODGE DURANGO	DEBT SERVICE FUND	DEBT SERVICE	$ 15,427.25
					TOTAL:	$ 96,082.57
46445	CHEFS DEPOT INC (dba CULINARY DEPOT)	4/10/2026	FURNITURE DOLLY(1)	GENERAL FUND	GOVT BUILDING & PLANT	$ 253.00
46445		4/10/2026	FURNITURE DOLLY(1)	GENERAL FUND	GOVT BUILDING & PLANT	$ 253.00
46445		4/10/2026	FREIGHT	GENERAL FUND	GOVT BUILDING & PLANT	$ 90.00
		4/10/2026	FREIGHT	GENERAL FUND	GOVT BUILDING & PLANT	$ 90.00
					TOTAL:	$ 686.00
46566	CHINICHE ENGINEERING & SURVEYING	4/28/2026	MS4 PERMIT	GENERAL FUND	STREETS & PUBLIC WORKS	$ 739.75
46567		4/28/2026	STANDARD DETAILS	GENERAL FUND	STREETS & PUBLIC WORKS	$ 2,695.00
46564		4/28/2026	ENGINEERING SERVICES	GENERAL FUND	STREETS & PUBLIC WORKS	$ 1,000.00
46565		4/28/2026	HURRICANE IDA ROAD REPAIRS	FEDERAL GRANTS FUND	STREET & PUBLIC WORKS	$ 8,851.29
46562		4/28/2026	NRCS MAIN DRAIN IMPROVEMENTS	FEDERAL GRANTS FUND	STREET & PUBLIC WORKS	$ 9,088.80
46560		4/28/2026	DOWNTOWN BOARDWALK_PHASE 2	CAPITAL PROJECTS FUND	PARKS & REC	$ 10,026.00
46561		4/28/2026	DOWNTOWN BOARDWALK_PHASE 4	CAPITAL PROJECTS FUND	PARKS & REC	$ 5,625.00
46563		4/28/2026	WATER WELL	UTILITY C&M FUND	UTILITY OPERATIONS	$ 11,700.00
					TOTAL:	$ 49,725.84
46483	CITY OF BAY SAINT LOUIS	4/27/2026	TRF MD1 TO UTOP_DEPOSITS	UTILITY METER DEPOSITS	NON-DEPARTMENTAL	$ 2,800.00
46386		4/11/2026	DEPOSIT FORFEIT_EVENT #041126	COMMUNITY HALL UNEARNED	NON-DEPARTMENTAL	$ 500.00
46417		4/18/2026	DEPOSIT FOREIT_EVENT #41826	COMMUNITY HALL UNEARNED	NON-DEPARTMENTAL	$ 500.00
					TOTAL:	$ 3,800.00

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CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
46534	COAST ELECTRIC POWER ASSOCIATION	4/20/2026	386820-051 FIRE STATION #2	GENERAL FUND	FIRE	$ 1,277.73
46505		4/7/2026	386820-002 TURNER ST LIGHT	GENERAL FUND	STREETS & PUBLIC WORKS	$ 120.37
46505		4/7/2026	386820-009 HWY 90 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	$ 126.34
46505		4/7/2026	386820-033 HWY 90 ACROSS POST OFFICE	GENERAL FUND	STREETS & PUBLIC WORKS	$ 80.94
46505		4/7/2026	386820-034 HWY 90 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	$ 93.18
46505		4/7/2026	386820-035 HWY 90 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	$ 86.26
46505		4/7/2026	386820-036 HWY 90 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	$ 87.29
46505		4/7/2026	386820-037 HWY 90 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	$ 117.09
46505		4/7/2026	386820-039 HWY 90 W LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	$ 78.79
46505		4/7/2026	386820-040 HWY 90 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	$ 92.76
46505		4/7/2026	386820-041 HWY 90 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	$ 75.15
46505		4/7/2026	386820-042 HWY 90 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	$ 90.43
46505		4/7/2026	386820-043 HWY 90 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	$ 92.84
46505		4/7/2026	386820-044 CITY HALL	GENERAL FUND	STREETS & PUBLIC WORKS	$ 5,772.25
46505		4/7/2026	386820-045 VEHICLE MAINTENANCE	GENERAL FUND	STREETS & PUBLIC WORKS	$ 507.63
46505		4/7/2026	386820-047 CARPENTER SHED	GENERAL FUND	STREETS & PUBLIC WORKS	$ 118.49
46505		4/7/2026	386820-048 DRY STORAGE	GENERAL FUND	STREETS & PUBLIC WORKS	$ 73.65
46505		4/7/2026	386820-050 DRINKWATER MEDIAN	GENERAL FUND	STREETS & PUBLIC WORKS	$ 128.02
46505		4/7/2026	386820-052 WASHINGTON ST LIGHT	GENERAL FUND	STREETS & PUBLIC WORKS	$ 75.15
46505		4/7/2026	386820-053 BLUE MEAD CAUTION LIGHT	GENERAL FUND	STREETS & PUBLIC WORKS	$ 64.59
46505		4/7/2026	386820-054 WASH/CHAP CAUTION LIGHT	GENERAL FUND	STREETS & PUBLIC WORKS	$ 74.49
46505		4/7/2026	386820-055 WASH RD 3119 SIREN	GENERAL FUND	STREETS & PUBLIC WORKS	$ 57.77
46506		4/16/2026	386820-015 HWY 603 TRAFFIC LIGHT	GENERAL FUND	STREETS & PUBLIC WORKS	$ 87.00
46534		4/20/2026	386820-001 BSL LIGHTS #1	GENERAL FUND	STREETS & PUBLIC WORKS	$ 9,272.13
46534		4/20/2026	386820-027 SECURITY LIGHTS	GENERAL FUND	STREETS & PUBLIC WORKS	$ 1,760.93
46534		4/20/2026	386820-032 BSL LIGHTS #3	GENERAL FUND	STREETS & PUBLIC WORKS	$ 2,274.64
46507		4/20/2026	870474-005 HWY 603	GENERAL FUND	STREETS & PUBLIC WORKS	$ 198.09
46507		4/20/2026	870474-006 HWY 603/CUZ'S	GENERAL FUND	STREETS & PUBLIC WORKS	$ 216.96
46533		4/23/2026	386820-057 HWY 603 BOAT LAUNCH	GENERAL FUND	PARKS & RECREATION	$ 472.50
46505		4/7/2026	386820-003 LS#20 WASHINGTON ST	UTILITY FUND	UTILITY OPERATIONS	$ 116.67
46505		4/7/2026	386820-005 LS#18 EASTERBROOK ST	UTILITY FUND	UTILITY OPERATIONS	$ 57.77

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CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
46505	COAST ELECTRIC POWER ASSOCIATION	4/7/2026	386820-006 LS#14 HWY 90	UTILITY FUND	UTILITY OPERATIONS	$ 57.96
46505		4/7/2026	386820-007 LS#13 HWY 90	UTILITY FUND	UTILITY OPERATIONS	$ 65.30
46505		4/7/2026	386820-016 LS#31 BLUE MEADOW RD	UTILITY FUND	UTILITY OPERATIONS	$ 93.23
46505		4/7/2026	386820-017 LS#29 HWY 90	UTILITY FUND	UTILITY OPERATIONS	$ 80.38
46505		4/7/2026	386820-018 LS#27 PONTIAC DR	UTILITY FUND	UTILITY OPERATIONS	$ 62.16
46505		4/7/2026	386820-020 LS#26 HWY 90	UTILITY FUND	UTILITY OPERATIONS	$ 74.96
46505		4/7/2026	386820-021 LS#24 SUEBE ST	UTILITY FUND	UTILITY OPERATIONS	$ 234.65
46505		4/7/2026	386820-022 LS#28 HWY 90	UTILITY FUND	UTILITY OPERATIONS	$ 138.09
46505		4/7/2026	386820-023 LS#30 GREEN MEADOW RD	UTILITY FUND	UTILITY OPERATIONS	$ 127.99
46505		4/7/2026	386820-026 TENTH ST WATER SHED	UTILITY FUND	UTILITY OPERATIONS	$ 1,693.56
46505		4/7/2026	386820-029 LS#12 HWY 90	UTILITY FUND	UTILITY OPERATIONS	$ 60.38
46505		4/7/2026	386820-031 LS#38 SCIANNA LN	UTILITY FUND	UTILITY OPERATIONS	$ 58.98
46534		4/20/2026	386820-004 LS #21 SPANISH ACRES DR	UTILITY FUND	UTILITY OPERATIONS	$ 61.97
46534		4/20/2026	386820-010 OVERFLOW PUMP	UTILITY FUND	UTILITY OPERATIONS	$ 57.11
46534		4/20/2026	386820-019 LS #23 OST	UTILITY FUND	UTILITY OPERATIONS	$ 159.72
					TOTAL:	$ 26,774.34
46402	CONSOLIDATED FLEET SERVICES (CFS), INC	1/21/2026	LADDER INSPECTION	GENERAL FUND	FIRE	$ 2,019.40
					TOTAL:	$ 2,019.40
46588	CONSOLIDATED PIPE & SUPPLY COMPANY, INC	4/17/2026	1" PROCODER(13)	UTILITY FUND	UTILITY OPERATIONS	$ 2,275.00
46587		4/17/2026	6" PVC ELBOW(12)	UTILITY FUND	UTILITY OPERATIONS	$ 384.00
46587		4/17/2026	4" PVC ELBOW(12)	UTILITY FUND	UTILITY OPERATIONS	$ 144.00
					TOTAL:	$ 2,803.00
46500	DIRT WORKS	4/22/2026	TRANSPORT J.D. 60G	GENERAL FUND	STREETS & PUBLIC WORKS	$ 400.00
					TOTAL:	$ 400.00

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CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
46384	DPS CRIME LAB	4/6/2026	ANALYTICAL FEES	GENERAL FUND	POLICE	$ 360.00
					TOTAL:	$ 360.00
46421	DUKE P. HULSEY	4/21/2026	CASH BOND REFUND	GENERAL FUND	NON-DEPARTMENTAL	$ 500.00
					TOTAL:	$ 500.00
46378	EMR SERVICES, LLC	4/15/2026	CITY HALL	GENERAL FUND	ADMINISTRATION	$ 242.42
46378		4/15/2026	PARKING GARAGE	GENERAL FUND	GOVT BUILDING & PLANT	$ 242.43
46378		4/15/2026	DEPOT	GENERAL FUND	GOVT BUILDING & PLANT	$ 242.43
46378		4/15/2026	1905 CITY HALL	GENERAL FUND	GOVT BUILDING & PLANT	$ 242.43
46378		4/15/2026	COMMUNITY HALL	GENERAL FUND	GOVT BUILDING & PLANT	$ 242.43
46378		4/15/2026	FIRE STATION #1	GENERAL FUND	FIRE	$ 242.43
46378		4/15/2026	FIRE STATION #2	GENERAL FUND	FIRE	$ 242.43
					TOTAL:	$ 1,697.00
46431	EQUIPMENT CONTROLS COMPANY, INC.	4/14/2026	700GM 2 CHANNEL(6)	UTILITY FUND	UTILITY OPERATIONS	$ 1,785.48
46431		4/14/2026	SHIPPING	UTILITY FUND	UTILITY OPERATIONS	$ 16.28
					TOTAL:	$ 1,801.76
46394	FUELMAN	4/20/2026	FUELMAN_P.D. #8329	GENERAL FUND	POLICE	$ 1,975.12
46468		4/27/2026	FUELMAN_P.D. #8077	GENERAL FUND	POLICE	$ 2,228.84
46508		4/13/2026	FUELMAN_F.D.	GENERAL FUND	FIRE	$ 461.19
46535		4/20/2026	FUELMAN_F.D.	GENERAL FUND	FIRE	$ 626.98
					TOTAL:	$ 5,292.13

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CLAIM #	**VENDOR NAME**	**DATE**	**DESCRIPTION**	**FUND**	**DEPARTMENT**	**AMOUNT**
46497	GULF COAST BUSINESS SUPPLY CO., INC.	10/24/2025	NEUTRAL CLEANER(4)	GENERAL FUND	GOVT BUILDING & PLANT	$ 103.92
46498		10/24/2025	NEUTRAL CLEANER(8)	GENERAL FUND	GOVT BUILDING & PLANT	$ 207.84
46529		4/8/2026	VACCUM(1)	GENERAL FUND	GOVT BUILDING & PLANT	$ 645.28
46441		4/17/2026	TOWEL(3)	GENERAL FUND	STREETS & PUBLIC WORKS	$ 77.94
46441		4/17/2026	TISSUE(3)	GENERAL FUND	STREETS & PUBLIC WORKS	$ 86.94
46435		4/13/2026	DISPENSER(8)	GENERAL FUND	PARKS & RECREATION	$ 790.16
					TOTAL:	$ 1,912.08
46501	GULF HYDRAULIC, INC.	4/21/2026	O-RING(2)	GENERAL FUND	STREETS & PUBLIC WORKS	$ 4.10
46501		4/21/2026	MRTU36-44-6.4(2)	GENERAL FUND	STREETS & PUBLIC WORKS	$ 25.76
46501		4/21/2026	METRIC WIPER(2)	GENERAL FUND	STREETS & PUBLIC WORKS	$ 21.96
46501		4/21/2026	METRIC SEAL(1)	GENERAL FUND	STREETS & PUBLIC WORKS	$ 20.52
46501		4/21/2026	SHOP LABOR	GENERAL FUND	STREETS & PUBLIC WORKS	$ 118.75
					TOTAL:	$ 191.09
46538	HC LIBRARY FOUNDATION	4/26/2026	DEPOSIT REFUND_EVENT 425-2626	COMMUNITY HALL UNEARNED	NON-DEPARTMENTAL	$ 500.00
					TOTAL:	$ 500.00
46504	HC UTILITY AUTHORITY	3/31/2026	ADMIN FEE & DEBT SVC_MARCH 2026	UTILITY FUND	UTILITY OPERATIONS	$ 120,695.83
					TOTAL:	$ 120,695.83
46470	HD SUPPLY FACILITIES MAINTENANCE LTD	4/21/2026	KING DRYCONN(3)	UTILITY FUND	UTILITY OPERATIONS	$ 408.27
					TOTAL:	$ 408.27

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CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
46418	HOPE HAVEN OF HANCOCK COUNTY, INC.	4/19/2026	DEPOSIT REFUND_EVENT #OT41926	COMMUNITY HALL UNEARNED	NON-DEPARTMENTAL	$ 400.00
						_____
					TOTAL:	$ 400.00
46516	HUBBARDS HARDWARE, INC	4/14/2026	WIRE BRUSHES(2)	GENERAL FUND	ADMINISTRATION	$ 7.78
46516		4/14/2026	WIRE WHEEL(1)	GENERAL FUND	ADMINISTRATION	$ 5.75
46516		4/14/2026	DISCOUNT	GENERAL FUND	ADMINISTRATION	$ (1.35)
46449		4/13/2026	PAINT ROLLER(1)	GENERAL FUND	STREETS & PUBLIC WORKS	$ 6.75
46449		4/13/2026	DISCOUNT	GENERAL FUND	STREETS & PUBLIC WORKS	$ (0.68)
46455		4/14/2026	SOAPSTONE(1)	GENERAL FUND	STREETS & PUBLIC WORKS	$ 3.39
46455		4/14/2026	DISCOUNT	GENERAL FUND	STREETS & PUBLIC WORKS	$ (0.34)
46454		4/14/2026	BLUE TRAFFIC PAINT(3)	GENERAL FUND	STREETS & PUBLIC WORKS	$ 128.97
46454		4/14/2026	DISCOUNT	GENERAL FUND	STREETS & PUBLIC WORKS	$ (12.90)
46458		4/15/2026	CONCRETE(2)	GENERAL FUND	STREETS & PUBLIC WORKS	$ 10.30
46458		4/15/2026	DISCOUNT	GENERAL FUND	STREETS & PUBLIC WORKS	$ (1.03)
46448		4/13/2026	PVC GLUE(1)	GENERAL FUND	PARKS & RECREATION	$ 5.99
46448		4/13/2026	2" PVC CAPS(3)	GENERAL FUND	PARKS & RECREATION	$ 5.40
46448		4/13/2026	DISCOUNT	GENERAL FUND	PARKS & RECREATION	$ (1.14)
46453		4/14/2026	ELECTRICAL BOX(1)	GENERAL FUND	PARKS & RECREATION	$ 3.65
46453		4/14/2026	PHILLIPS BIT(1)	GENERAL FUND	PARKS & RECREATION	$ 3.99
46453		4/14/2026	DISCOUNT	GENERAL FUND	PARKS & RECREATION	$ (0.76)
46456		4/14/2026	1 1/2" VALVE(1)	GENERAL FUND	PARKS & RECREATION	$ 14.25
46456		4/14/2026	DISCOUNT	GENERAL FUND	PARKS & RECREATION	$ (1.43)
46451		4/30/2026	BIT(1)	GENERAL FUND	PARKS & RECREATION	$ 2.25
46451		4/30/2026	DISCOUNT	GENERAL FUND	PARKS & RECREATION	$ (0.23)
46450		4/14/2026	LAG BOLTS(10)	GENERAL FUND	PARKS & RECREATION	$ 27.90
46450		4/14/2026	DISCOUNT	GENERAL FUND	PARKS & RECREATION	$ (2.79)
46524		4/17/2026	ANCHOR(8)	GENERAL FUND	PARKS & RECREATION	$ 22.32
46524		4/17/2026	DISCOUNT	GENERAL FUND	PARKS & RECREATION	$ (2.23)
46518		4/29/2026	CAULK GUN(1)	GENERAL FUND	PARKS & RECREATION	$ 5.35
46518		4/29/2026	MOSQUITO SPARTAN(2)	GENERAL FUND	PARKS & RECREATION	$ 45.98

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CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
46518	HUBBARDS HARDWARE, INC	4/29/2026	DISCOUNT	GENERAL FUND	PARKS & RECREATION	$ (5.13)
46442		4/15/2026	WOOD SCREWS(1)	GENERAL FUND	PARKS & RECREATION	$ 12.99
46442		4/15/2026	ROOFING NAILS(1)	GENERAL FUND	PARKS & RECREATION	$ 4.13
46442		4/15/2026	DISCOUNT	GENERAL FUND	PARKS & RECREATION	$ (1.71)
46522		4/17/2026	OUTLET COVER(1)	GENERAL FUND	PARKS & RECREATION	$ 1.79
46522		4/17/2026	DISCOUNT	GENERAL FUND	PARKS & RECREATION	$ (0.18)
46523		4/17/2026	SPANNER WRENCH(1)	GENERAL FUND	PARKS & RECREATION	$ 11.35
46523		4/17/2026	DISCOUNT	GENERAL FUND	PARKS & RECREATION	$ (1.14)
46521		4/21/2026	MEASURING TAPE(1)	GENERAL FUND	PARKS & RECREATION	$ 22.55
46521		4/21/2026	3/4" PADDLE BIT(1)	GENERAL FUND	PARKS & RECREATION	$ 12.25
46521		4/21/2026	DISCOUNT	GENERAL FUND	PARKS & RECREATION	$ (3.48)
46452		4/14/2026	1/4" DRILL BIT(1)	UTILITY FUND	UTILITY OPERATIONS	$ 6.85
46452		4/14/2026	J HOOKS(6)	UTILITY FUND	UTILITY OPERATIONS	$ 15.90
46452		4/14/2026	DISCOUNT	UTILITY FUND	UTILITY OPERATIONS	$ (2.28)
46520		4/21/2026	BOLTS(3)	UTILITY FUND	UTILITY OPERATIONS	$ 3.87
46520		4/21/2026	DISCOUNT	UTILITY FUND	UTILITY OPERATIONS	$ (0.39)
46519		4/22/2026	WRENCH(1)	UTILITY FUND	UTILITY OPERATIONS	$ 11.75
46519		4/22/2026	WIRE BRUSH(1)	UTILITY FUND	UTILITY OPERATIONS	$ 12.99
46519		4/22/2026	DISCOUNT	UTILITY FUND	UTILITY OPERATIONS	$ (2.47)
46457		4/15/2026	POP RIVETS(12)	UTILITY FUND	UTILITY OPERATIONS	$ 16.68
46457		4/15/2026	DISCOUNT	UTILITY FUND	UTILITY OPERATIONS	$ (1.67)
46517		4/17/2026	SPRAY PAINT(2)	UTILITY FUND	UTILITY OPERATIONS	$ 17.90
46517		4/17/2026	DISCOUNT	UTILITY FUND	UTILITY OPERATIONS	$ (1.79)
46475		1/23/2026	MARKER PAINT(2)	MUNICIPAL HARBOR FUND	ADMINISTRATION	$ 16.98
46475		1/23/2026	30FT TAPE(1)	MUNICIPAL HARBOR FUND	ADMINISTRATION	$ 34.25
46475		1/23/2026	PEX PIPE ROLL(1)	MUNICIPAL HARBOR FUND	ADMINISTRATION	$ 56.61
46475		1/23/2026	PEX 90'S(1)	MUNICIPAL HARBOR FUND	ADMINISTRATION	$ 27.20
46475		1/23/2026	PEX COUPLINGS(1)	MUNICIPAL HARBOR FUND	ADMINISTRATION	$ 22.70
46475		1/23/2026	PEX T'S(3)	MUNICIPAL HARBOR FUND	ADMINISTRATION	$ 12.09
46475		1/23/2026	PEX RINGS(1)	MUNICIPAL HARBOR FUND	ADMINISTRATION	$ 14.89

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CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
46475	HUBBARDS HARDWARE, INC	1/23/2026	DISCOUNT	MUNICIPAL HARBOR FUND	ADMINISTRATION	$ (18.47)
					TOTAL:	$ 572.15
46462	ISCO METALS & SUPPLIES OF MS LLC	4/17/2026	ST FLAT 1/2(1)	UTILITY FUND	UTILITY OPERATIONS	$ 201.00
					TOTAL:	$ 201.00
46380	JLM, INC	10/28/2025	PARTS_UNIT 876	GENERAL FUND	POLICE	$ 282.67
46380		10/28/2025	LABOR_UNIT 876	GENERAL FUND	POLICE	$ 139.90
46383		10/28/2025	TIRE_UNIT 458	GENERAL FUND	POLICE	$ 156.70
46381		12/15/2025	OIL CHANGE_UNIT 548	GENERAL FUND	POLICE	$ 88.45
46381		12/15/2025	TIRES(4)	GENERAL FUND	POLICE	$ 626.80
					TOTAL:	$ 1,294.52
46467	KEELING COMPANY - GULFPORT	4/20/2026	FIELD MARKING DUST(15)	GENERAL FUND	PARKS & RECREATION	$ 138.78
46466		4/20/2026	150PGA VALVE(3)	GENERAL FUND	PARKS & RECREATION	$ 264.56
					TOTAL:	$ 403.34
46503	KIRK LAFRANCE (dba LAFRANCE WELDING SERVICE)	4/23/2026	WELDING BLEACHERS	GENERAL FUND	PARKS & RECREATION	$ 400.00
					TOTAL:	$ 400.00
46382	LAKESHORE OF PICAYUNE LLC	4/14/2026	OIL CHANGE_UNIT 940	GENERAL FUND	POLICE	$ 100.00
46479		4/16/2026	OIL CHANGE_UNIT 943	GENERAL FUND	POLICE	$ 100.00
					TOTAL:	$ 200.00

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CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
46420	LNJ SERVICE INC	4/20/2026	PUMP LIFT STATIONS(11)	UTILITY FUND	UTILITY OPERATIONS	$ 1,050.00
46419		4/21/2026	L.S. #2_SSC	UTILITY FUND	UTILITY OPERATIONS	$ 525.00
					TOTAL:	$ 1,575.00
46568	LOMBARDO INDUSTRIES LLC	4/29/2026	LAWN MAINTENANCE	GENERAL FUND	STREETS & PUBLIC WORKS	$ 19,970.00
					TOTAL:	$ 19,970.00
46443	LOWE'S	4/17/2025	50LB CONCRETE(70)	GENERAL FUND	STREETS & PUBLIC WORKS	$ 248.50
46443		4/17/2025	PALLET(1)	GENERAL FUND	STREETS & PUBLIC WORKS	$ 19.95
46464		4/15/2026	CIRCUIT TRACE(1)	GENERAL FUND	STREETS & PUBLIC WORKS	$ 284.98
46433		4/17/2026	QUIKRETE(4)	GENERAL FUND	PARKS & RECREATION	$ 28.40
46434		4/17/2026	MEASURING WHEEL(1)	UTILITY FUND	UTILITY OPERATIONS	$ 39.88
46390		4/14/2026	SURFACE BOLT LOCK(2)	MUNICIPAL HARBOR FUND	ADMINISTRATION	$ 31.96
46390		4/14/2026	SOLAR STRING LIGHTS(11)	MUNICIPAL HARBOR FUND	ADMINISTRATION	$ 120.78
46390		4/14/2026	MARINE ADHESIVE(2)	MUNICIPAL HARBOR FUND	ADMINISTRATION	$ 12.78
46396		4/15/2026	MULTI METER(1)	MUNICIPAL HARBOR FUND	ADMINISTRATION	$ 47.48
					TOTAL:	$ 834.71
46556	MAYLEY'S PEST CONTROL, LLC.	4/27/2026	CITY HALL_APRIL 2026	GENERAL FUND	ADMINISTRATION	$ 98.00
46555		2/24/2026	COMMUNITY HALL_FEBRUARY 2026	GENERAL FUND	GOVT BUILDING & PLANT	$ 80.00
46558		2/24/2026	SENIOR CENTER_FEBRUARY 2026	GENERAL FUND	GOVT BUILDING & PLANT	$ 85.00
46555		4/27/2026	COMMUNITY HALL_APRIL 2026	GENERAL FUND	GOVT BUILDING & PLANT	$ 80.00
46557		4/27/2026	OLD TOWN COMMUNITY CENTER_APRIL 2026	GENERAL FUND	GOVT BUILDING & PLANT	$ 46.00
46558		4/27/2026	SENIOR CENTER_APRIL 2026	GENERAL FUND	GOVT BUILDING & PLANT	$ 85.00
46543		4/28/2026	DEPOT_APRIL 2026	GENERAL FUND	GOVT BUILDING & PLANT	$ 45.00
46559		2/24/2026	POLICE DEPARTMENT_FEBRUARY 2026	GENERAL FUND	POLICE	$ 85.00
46559		4/27/2026	POLICE DEPARTMENT_APRIL 2026	GENERAL FUND	POLICE	$ 85.00
46404		4/17/2026	F.S. #1_APRIL 2026	GENERAL FUND	FIRE	$ 125.00

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CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
46403	MAYLEY'S PEST CONTROL, LLC.	4/17/2026	F.S. #2_APRIL 2026	GENERAL FUND	FIRE	$ 80.00
					TOTAL:	$ 894.00
46474	MAYO'S A/C & HEATING REPAIR, INC.	4/20/2026	DIAGNOSTIC FEE	MUNICIPAL HARBOR FUND	ADMINISTRATION	$ 95.00
46474		4/20/2026	LABOR	MUNICIPAL HARBOR FUND	ADMINISTRATION	$ 185.00
46474		4/20/2026	CONTROL BOARD	MUNICIPAL HARBOR FUND	ADMINISTRATION	$ 295.00
46474		4/20/2026	CIRCUIT BOARD	MUNICIPAL HARBOR FUND	ADMINISTRATION	$ 165.00
					TOTAL:	$ 740.00
46398	MECHANICAL SERVICES, LLC	4/14/2026	A/C REPAIR_CITY HALL	GENERAL FUND	ADMINISTRATION	$ 19,921.89
46416		4/22/2026	A/C SERVICE_COMMUNITY HALL	GENERAL FUND	GOVT BUILDING & PLANT	$ 1,500.00
46537		10/11/2026	TROUBLESHOOT_F.S. #1	GENERAL FUND	FIRE	$ 1,920.00
46537		10/11/2026	MATERIALS_F.S. #1	GENERAL FUND	FIRE	$ 87.25
46537		10/11/2026	OH&P_F.S. #1	GENERAL FUND	FIRE	$ 278.00
					TOTAL:	$ 23,707.14
46510	MISSISSIPPI POWER	4/13/2026	01239-14009 ST. FRANCIS ST	GENERAL FUND	STREETS & PUBLIC WORKS	$ 70.83
46510		4/13/2026	02135-28039 DUNBAR TRAFFIC LIGHT	GENERAL FUND	STREETS & PUBLIC WORKS	$ 102.86
46510		4/13/2026	02475-32010 MAIN ST. LT METER	GENERAL FUND	STREETS & PUBLIC WORKS	$ 64.62
46510		4/13/2026	03268-85018 CTRL #7 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	$ 69.70
46510		4/13/2026	03841-48010 HWY 90 TRAFFIC LIGHT	GENERAL FUND	STREETS & PUBLIC WORKS	$ 157.91
46510		4/13/2026	04015-98007 MAIN ST. LT METER	GENERAL FUND	STREETS & PUBLIC WORKS	$ 59.30
46510		4/13/2026	04237-20110 MAIN ST. LT METER	GENERAL FUND	STREETS & PUBLIC WORKS	$ 39.49
46510		4/13/2026	04997-75021 S BEACH BLVD LIGHT	GENERAL FUND	STREETS & PUBLIC WORKS	$ 59.02
46510		4/13/2026	05633-98041 UNION ST. LIGHT	GENERAL FUND	STREETS & PUBLIC WORKS	$ -
46510		4/13/2026	06078-21009 MAIN ST. LT METER	GENERAL FUND	STREETS & PUBLIC WORKS	$ 65.21
46510		4/13/2026	06327-08000 CTRL#16 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	$ 25.31
46510		4/13/2026	06493-43064 MAIN ST. LT METER	GENERAL FUND	STREETS & PUBLIC WORKS	$ 66.00

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CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
46510	MISSISSIPPI POWER	4/13/2026	06735-45009 MAIN ST. LT METER	GENERAL FUND	STREETS & PUBLIC WORKS	$ 65.64
46510		4/13/2026	06774-59004 MAIN ST. LT METER	GENERAL FUND	STREETS & PUBLIC WORKS	$ 65.32
46510		4/13/2026	07061-27004 CTRL#11 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	$ 70.26
46510		4/13/2026	10186-00006 SPC-DD-4 LT METER	GENERAL FUND	STREETS & PUBLIC WORKS	$ 68.43
46510		4/13/2026	10748-22013 CTRL #6 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	$ 68.72
46510		4/13/2026	10791-48003 C.H. ANNEX LIGHTS	GENERAL FUND	STREETS & PUBLIC WORKS	$ 150.09
46510		4/13/2026	10834-92041 CTRL#2 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	$ 65.59
46510		4/13/2026	10911-25022 CTRL#4 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	$ 83.94
46510		4/13/2026	12788-76011 CTRL#5 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	$ 70.30
46510		4/13/2026	14985-49019 CTRL#28 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	$ 38.42
46510		4/13/2026	15070-53019 CTRL#29 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	$ 39.15
46510		4/13/2026	16353-67048 SPC-DD-3 LT METER	GENERAL FUND	STREETS & PUBLIC WORKS	$ 122.46
46510		4/13/2026	18197-16018 CTRL#17 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	$ 71.98
46510		4/13/2026	18225-93001 CTRL#18 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	$ 28.52
46510		4/13/2026	18430-94003 CTRL#1 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	$ 65.18
46510		4/13/2026	19631-85025 S BEACH BLVD LIGHTS	GENERAL FUND	STREETS & PUBLIC WORKS	$ 43.62
46510		4/13/2026	20430-97036 CTRL#9 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	$ 70.26
46510		4/13/2026	20915-15027 SPC-DD-1 LT METER	GENERAL FUND	STREETS & PUBLIC WORKS	$ 91.76
46510		4/13/2026	20931-23027 CTRL#23 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	$ 65.15
46510		4/13/2026	24519-50068 CTRL#8 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	$ 69.51
46510		4/13/2026	24743-62002 WASHINGTON LIGHTS	GENERAL FUND	STREETS & PUBLIC WORKS	$ 85.80
46510		4/13/2026	24923-28008 CTRL#26 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	$ 66.27
46510		4/13/2026	25490-44002 CTRL#12 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	$ 24.94
46510		4/13/2026	26425-22023 CTRL#20 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	$ 34.15
46510		4/13/2026	28236-26082 SPC-DD-2 LT METER	GENERAL FUND	STREETS & PUBLIC WORKS	$ 94.35
46510		4/13/2026	30466-71017 CTRL#19 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	$ 24.55
46510		4/13/2026	30806-92005 CTRL#15 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	$ 25.31
46510		4/13/2026	30979-62094 CTRL#13 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	$ 239.97
46510		4/13/2026	32141-01008 CTRL#24 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	$ 57.34
46510		4/13/2026	42621-47002 BLSL ST. LIGHTS	GENERAL FUND	STREETS & PUBLIC WORKS	$ 13,875.74
46510		4/13/2026	43251-47004 BLC1 MAIN ST	GENERAL FUND	STREETS & PUBLIC WORKS	$ 62.58

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CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
46510	MISSISSIPPI POWER	4/13/2026	43350-26003 CTRL#22 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	$ 67.15
46510		4/13/2026	43521-48017 HWY 90 LIGHTS	GENERAL FUND	STREETS & PUBLIC WORKS	$ 128.01
46510		4/13/2026	43941-48017 HWY 90 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	$ 107.10
46510		4/13/2026	45201-48014 HWY 90 2ND LIGHTS	GENERAL FUND	STREETS & PUBLIC WORKS	$ 125.23
46510		4/13/2026	45443-30005 CTRL#25 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	$ 66.63
46510		4/13/2026	48921-47003 BLC3 OST	GENERAL FUND	STREETS & PUBLIC WORKS	$ 225.13
46510		4/13/2026	53581-22018 CTRL#14 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	$ 23.41
46510		4/13/2026	55721-47011 HWY 90 TRAFFIC LIGHT	GENERAL FUND	STREETS & PUBLIC WORKS	$ 115.38
46510		4/13/2026	56081-06006 CTRL#27 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	$ 65.91
46510		4/13/2026	59891-48008 JULIA/DUNBAR AVE	GENERAL FUND	STREETS & PUBLIC WORKS	$ 16.81
46510		4/13/2026	61574-95000 CTRL#3 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	$ 83.54
46510		4/13/2026	65318-23002 CTRL#10 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	$ 70.66
46510		4/13/2026	77341-49017 FELICITY CAUTION LIGHT	GENERAL FUND	STREETS & PUBLIC WORKS	$ 70.83
46510		4/13/2026	85534-23017 CTRL#21 LIGHTING	GENERAL FUND	STREETS & PUBLIC WORKS	$ 65.09
46510		4/13/2026	90381-48014 BEACH BLVD TRAFFIC LIGHT	GENERAL FUND	STREETS & PUBLIC WORKS	$ 105.51
46510		4/13/2026	16346-47001 OST SIREN	GENERAL FUND	STREETS & PUBLIC WORKS	$ 71.66
46510		4/13/2026	42621-47002 ENERGY SVC MAINTENANCE	GENERAL FUND	STREETS & PUBLIC WORKS	$ 3,650.00
46510		4/13/2026	05633-98041 UNION ST	GENERAL FUND	STREETS & PUBLIC WORKS	$ 64.70
46510		4/13/2026	04679-18047 DUNBAR SPLASH PAD	GENERAL FUND	PARKS & RECREATION	$ 68.78
46510		4/13/2026	08734-17013 DEPOT GROUNDS	GENERAL FUND	PARKS & RECREATION	$ 52.08
46510		4/13/2026	09482-28019 BOOKTER SOFTBALL FIELD	GENERAL FUND	PARKS & RECREATION	$ 441.23
46510		4/13/2026	20976-92005 DEPOT GROUNDS	GENERAL FUND	PARKS & RECREATION	$ 53.17
46510		4/13/2026	229551-85001 DEPOT GROUNDS	GENERAL FUND	PARKS & RECREATION	$ 131.16
46510		4/13/2026	33281-46017 BOOKER CONCESSION	GENERAL FUND	PARKS & RECREATION	$ 77.03
46510		4/13/2026	49341-47014 CITY PARK/PLAYGROUND	GENERAL FUND	PARKS & RECREATION	$ 58.22
46510		4/13/2026	54481-48020 DEPOT GROUNDS	GENERAL FUND	PARKS & RECREATION	$ 52.08
46510		4/13/2026	01838-87103 MLK PARK	GENERAL FUND	PARKS & RECREATION	$ 71.21
46510		4/13/2026	03516-58010 LARROUX PARK	GENERAL FUND	PARKS & RECREATION	$ 68.10
46509		4/13/2026	02381-47012 LS#4 N BEACH BLVD	UTILITY FUND	UTILITY OPERATIONS	$ 87.59
46509		4/13/2026	03192-96010 LS#5 N BEACH BLVD	UTILITY FUND	UTILITY OPERATIONS	$ 126.81
46509		4/13/2026	03651-47002 LS#40 DUNBAR AVE	UTILITY FUND	UTILITY OPERATIONS	$ 103.14

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CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
46509	MISSISSIPPI POWER	4/13/2026	03956-29080 LS#41 JOHN BAPTISTE ST	UTILITY FUND	UTILITY OPERATIONS	$ 78.80
46509		4/13/2026	04721-47014 LS#17 EASTERBROOK ST	UTILITY FUND	UTILITY OPERATIONS	$ 76.19
46509		4/13/2026	13297-23052 LS#43 FELICITY ST	UTILITY FUND	UTILITY OPERATIONS	$ 1,783.72
46509		4/13/2026	14472-53000 LS#37 UNION ST	UTILITY FUND	UTILITY OPERATIONS	$ 136.25
46509		4/13/2026	17956-66037 LS#42 UNION ST	UTILITY FUND	UTILITY OPERATIONS	$ 95.57
46509		4/13/2026	24821-47019 LS#7 N. BEACH BLVD	UTILITY FUND	UTILITY OPERATIONS	$ 84.83
46509		4/13/2026	27821-47006 LS#16 EASTERBROOK ST	UTILITY FUND	UTILITY OPERATIONS	$ 122.59
46509		4/13/2026	33071-46008 LS#19 BOOKTER ST	UTILITY FUND	UTILITY OPERATIONS	$ 168.25
46509		4/13/2026	37841-48011 LS#8 DUNBAR AVE	UTILITY FUND	UTILITY OPERATIONS	$ 261.76
46509		4/13/2026	38759-34010 LS#2 S. BEACH BLVD	UTILITY FUND	UTILITY OPERATIONS	$ 77.87
46509		4/13/2026	40851-49000 LS#39 ST. CHARLES ST	UTILITY FUND	UTILITY OPERATIONS	$ 77.58
46509		4/13/2026	44301-47018 LS#10 DUNBAR AVE	UTILITY FUND	UTILITY OPERATIONS	$ 524.33
46509		4/13/2026	46611-47006 LS#1 CENTRAL AVE	UTILITY FUND	UTILITY OPERATIONS	$ 1,075.85
46509		4/13/2026	49251-49000 LS#22 SPANISH ACRES DR	UTILITY FUND	UTILITY OPERATIONS	$ 125.51
46509		4/13/2026	50651-48017 LS#6 N BEACH BLVD	UTILITY FUND	UTILITY OPERATIONS	$ 104.58
46509		4/13/2026	51091-48008 LS#9 FELICITY ST	UTILITY FUND	UTILITY OPERATIONS	$ 162.96
46509		4/13/2026	55281-48008 LS#32 ENGMAN AVE	UTILITY FUND	UTILITY OPERATIONS	$ 218.46
46509		4/13/2026	65581-49023 LS#36 ATHLETIC DR	UTILITY FUND	UTILITY OPERATIONS	$ 1,718.57
46509		4/13/2026	73381-48009 LS#3 S BEACH BLVD	UTILITY FUND	UTILITY OPERATIONS	$ 106.05
46509		4/13/2026	78161-48014 LS#33 ENGMAN AVE	UTILITY FUND	UTILITY OPERATIONS	$ 149.30
46509		4/13/2026	85091-48018 LS#34 POGO RD	UTILITY FUND	UTILITY OPERATIONS	$ 112.28
46509		4/13/2026	85721-48011 LS#35 N BEACH BLVD	UTILITY FUND	UTILITY OPERATIONS	$ 93.83
46509		4/13/2026	96461-47014 LS#11 RUELLA AVE	UTILITY FUND	UTILITY OPERATIONS	$ 387.56
					TOTAL:	$ 31,041.59
46459	MISSISSIPPI UTILITIES SUPPLY (FERGUSON WW)	4/20/2026	FLANGE PACK(1)	UTILITY FUND	UTILITY OPERATIONS	$ 26.00
					TOTAL:	$ 26.00

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CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
46592	MORREALE DISCOUNT TIRE SPOT	4/27/2026	TIRE REPLACEMENT(2)	UTILITY FUND	UTILITY OPERATIONS	$ 160.00
46592		4/27/2026	MOUNT AND BALANCE(2)	UTILITY FUND	UTILITY OPERATIONS	$ 41.60
46592		4/27/2026	NEW VALVE STEM(2)	UTILITY FUND	UTILITY OPERATIONS	$ 6.24
46592		4/27/2026	TIRE REIMBURSEMENT(2)	UTILITY FUND	UTILITY OPERATIONS	$ 2.08
46592		4/27/2026	TIRE DISPOSAL FEE(2)	UTILITY FUND	UTILITY OPERATIONS	$ 6.24
						_____
					TOTAL:	$ 216.16
46473	MOW LIFE LLC	4/7/2026	AIR FILTER(3)	UTILITY FUND	UTILITY OPERATIONS	$ 119.97
46473		4/7/2026	SPARK PLUG(3)	UTILITY FUND	UTILITY OPERATIONS	$ 18.00
						_____
					TOTAL:	$ 137.97
46485	MS ASSOCIATION OF CHIEFS OF POLICE	5/1/2026	REGISTRATION_CHIEF	GENERAL FUND	POLICE	$ 375.00
46484		4/24/2026	REGISTRATION_ASST. CHIEF	GENERAL FUND	POLICE	$ 375.00
						_____
					TOTAL:	$ 750.00
46546	MS ASSOCIATION OF CODE ENFORCEMENT (MACE)	4/28/2026	MEMBERSHIP_BUILDING OFFICIAL	GENERAL FUND	BUILDING DEPARTMENT	$ 150.00
46548		4/28/2026	MEMBERSHIP_CODE OFFICER	GENERAL FUND	BUILDING DEPARTMENT	$ 150.00
46549		4/28/2026	MACE CONFERENCE_CODE OFFICER	GENERAL FUND	BUILDING DEPARTMENT	$ 200.00
46547		4/28/2026	MACE CONFERENCE_BUILDING OFFICIAL	GENERAL FUND	BUILDING DEPARTMENT	$ 200.00
						_____
					TOTAL:	$ 700.00
46544	MS COAST BUILDING OFFICIALS ASSOCIATION	4/28/2026	MEMBERSHIP DUES_BUILDING OFFICIAL	GENERAL FUND	BUILDING DEPARTMENT	$ 100.00
46545		4/28/2026	SUMMER CONFERENCE_BUILDING OFFICIAL	GENERAL FUND	BUILDING DEPARTMENT	$ 275.00
						_____
					TOTAL:	$ 375.00

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CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
46412	MS MUNICIPAL COURT CLERK'S ASSOCIATION	4/24/2026	ANNUAL SUMMER CONFERENCE_COURT CLERK	GENERAL FUND	JUDICIAL	$ 50.00
					TOTAL:	$ 50.00
46410	NAPA AUTO PARTS (KC AUTO PARTS, INC.)	4/23/2026	OIL FILTER(2)	GENERAL FUND	FIRE	$ 80.18
46410		4/23/2026	15W40 OIL(8)	GENERAL FUND	FIRE	$ 103.92
46410		4/23/2026	BATTERY(2)	GENERAL FUND	FIRE	$ 318.82
46444		4/14/2026	BRAKE CYLINDER(1)	GENERAL FUND	STREETS & PUBLIC WORKS	$ 16.10
46525		4/24/2026	5GAL GAS CAN(1)	GENERAL FUND	STREETS & PUBLIC WORKS	$ 22.00
46525		4/24/2026	DIESEL CAN(1)	GENERAL FUND	STREETS & PUBLIC WORKS	$ 22.04
46526		4/24/2026	FREON(2)	GENERAL FUND	STREETS & PUBLIC WORKS	$ 21.98
46595		4/28/2026	VENT MAGIC(6)	GENERAL FUND	STREETS & PUBLIC WORKS	$ 55.74
46595		4/28/2026	MAXI SUDS(1)	GENERAL FUND	STREETS & PUBLIC WORKS	$ 16.85
46595		4/28/2026	2.5 DEF(12)	GENERAL FUND	STREETS & PUBLIC WORKS	$ 113.88
46447		4/16/2026	WHEEL BEARING(2)	UTILITY FUND	UTILITY OPERATIONS	$ 93.44
46591		4/27/2026	REAR BRAKES(1)	UTILITY FUND	UTILITY OPERATIONS	$ 20.99
46591		4/27/2026	OIL FILTER(1)	UTILITY FUND	UTILITY OPERATIONS	$ 2.72
					TOTAL:	$ 888.66
46397	NATIONAL CORROSION SERVICE, INC	4/10/2026	2026 OVERVIEW PLAN	UTILITY FUND	UTILITY OPERATIONS	$ 1,067.00
46411		4/17/2026	2026 LEAK SURVEY	UTILITY FUND	UTILITY OPERATIONS	$ 1,520.00
46411		4/17/2026	2026 REGULAR STATION INSPECTION	UTILITY FUND	UTILITY OPERATIONS	$ 1,750.00
46411		4/17/2026	MILEAGE	UTILITY FUND	UTILITY OPERATIONS	$ 176.90
46486		4/22/2026	3YR ATMPSPHERIC REPORT	UTILITY FUND	UTILITY OPERATIONS	$ 2,280.00
					TOTAL:	$ 6,793.90
46406	NEXGEN TRUCK AND TRAILER REPAIR LLC	4/20/2026	INNER WHEEL BEAR(1)	GENERAL FUND	FIRE	$ 76.41
46406		4/20/2026	OUTER WHEEL BEARING(1)	GENERAL FUND	FIRE	$ 88.18
46406		4/20/2026	SEAL(1)	GENERAL FUND	FIRE	$ 137.44

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CLAIM #	**VENDOR NAME**	**DATE**	**DESCRIPTION**	**FUND**	**DEPARTMENT**	**AMOUNT**
46406	NEXGEN TRUCK AND TRAILER REPAIR LLC	4/20/2026	INNER TORQUE NUT(1)	GENERAL FUND	FIRE	$ 63.87
46406		4/20/2026	LOCKING SPACER(1)	GENERAL FUND	FIRE	$ 42.15
46406		4/20/2026	OUTER LOCKING NUT(1)	GENERAL FUND	FIRE	$ 67.30
46406		4/20/2026	HUB GREASE(1)	GENERAL FUND	FIRE	$ 34.95
46406		4/20/2026	MISC MAINTENACE	GENERAL FUND	FIRE	$ 1,080.00
46406		4/20/2026	SHOP SUPPLIES	GENERAL FUND	FIRE	$ 65.00
						_____
					TOTAL:	$ 1,655.30
46481	NORTHSHORE COMPUTER SERVICES, LLC	4/22/2026	WIFI_CEILING MOUNTED	GENERAL FUND	CITY COUNCIL	$ 150.00
46481		4/22/2026	FLEX MINI 2.5G	GENERAL FUND	CITY COUNCIL	$ 60.00
46481		4/22/2026	SURGE PROTECTOR	GENERAL FUND	CITY COUNCIL	$ 25.00
46481		4/22/2026	INSTALL	GENERAL FUND	CITY COUNCIL	$ 100.00
46481		4/22/2026	POE INJECTOR ADAPTER	GENERAL FUND	CITY COUNCIL	$ 25.00
						_____
					TOTAL:	$ 360.00
46377	OCHSNER CLINIC LLC	4/6/2026	NEW HIRE PHYSICAL_POLICE	GENERAL FUND	POLICE	$ 75.00
46377		4/6/2026	DRUG SCREEN_UTILITIES	UTILITY FUND	UTILITY OPERATIONS	$ 25.00
46377		4/6/2026	DRUG SCREEN_UTILITIES	UTILITY FUND	UTILITY OPERATIONS	$ 25.00
						_____
					TOTAL:	$ 125.00
46488	PAYLOCITY CORPORATION	4/24/2026	PAYLOCITY	GENERAL FUND	ADMINISTRATION	$ 2,103.26
						_____
					TOTAL:	$ 2,103.26
46542	POSTMASTER	4/29/2026	PERMIT #14	UTILITY FUND	ADMINISTRATION	$ 8,000.00
						_____
					TOTAL:	$ 8,000.00

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CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
46422	PRESTON V REISCH	4/21/2026	CASH BOND REFUND	GENERAL FUND	NON-DEPARTMENTAL	$ 500.00
					TOTAL:	$ 500.00
46405	RJ YOUNG COMPANY	4/17/2026	ADMIN COPIER_BASE	GENERAL FUND	ADMINISTRATION	$ 92.71
46405		4/17/2026	ADMIN COPIER_OVERAGE	GENERAL FUND	ADMINISTRATION	$ 17.32
46405		4/17/2026	P.W. COPIER_BASE	GENERAL FUND	STREETS & PUBLIC WORKS	$ 92.71
46405		4/17/2026	P.W. COPIER_OVERAGE	GENERAL FUND	STREETS & PUBLIC WORKS	$ 17.33
46405		4/17/2026	UTILITIES COPIER	UTILITY FUND	ADMINISTRATION	$ 108.11
					TOTAL:	$ 328.18
46415	S&L OFFICE SUPPLIES , INC	4/21/2026	COPY PAPER(8)	GENERAL FUND	BUILDING DEPARTMENT	$ 352.00
46499		4/22/2026	UPS_BELT CLIP	UTILITY FUND	UTILITY OPERATIONS	$ 19.72
46387		4/14/2026	TRASH BAGS(2)	MUNICIPAL HARBOR FUND	ADMINISTRATION	$ 72.46
46387		4/14/2026	TOILET PAPER(2)	MUNICIPAL HARBOR FUND	ADMINISTRATION	$ 93.06
					TOTAL:	$ 537.24
46554	SCOOTERS CUSTOM MOTORCYCLE LLC	4/10/2026	FRONT TIRE(1)	GENERAL FUND	POLICE	$ 248.95
46554		4/10/2026	LABOR	GENERAL FUND	POLICE	$ 120.00
46553		4/10/2026	FRONT TIRE(1)	GENERAL FUND	POLICE	$ 248.95
46553		4/10/2026	LABOR	GENERAL FUND	POLICE	$ 120.00
					TOTAL:	$ 737.90
46530	SOUTH CENTRAL PLANNING AND DEVELOPMENT	4/24/2026	PUBLIC RECORDS MODULE	GENERAL FUND	ADMINISTRATION	$ 200.00
46530		4/24/2026	PERMITTING MODULE	GENERAL FUND	BUILDING DEPARTMENT	$ 500.00
46530		4/24/2026	PLANNING & ZONING MODULE	GENERAL FUND	BUILDING DEPARTMENT	$ 300.00
46530		4/24/2026	PRIVILEGE LICENSE MODULE	GENERAL FUND	BUILDING DEPARTMENT	$ 100.00
46530		4/24/2026	CODE ENFORCEMENT MODULE	GENERAL FUND	BUILDING DEPARTMENT	$ 99.00

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CLAIM #	**VENDOR NAME**	**DATE**	**DESCRIPTION**	**FUND**	**DEPARTMENT**	**AMOUNT**
46530	SOUTH CENTRAL PLANNING AND DEVELOPMENT	4/24/2026	PUBLIC WORKS MODULE	GENERAL FUND	STREETS & PUBLIC WORKS	$ 400.00
46530		4/24/2026	GIS INTEGRATION	GENERAL FUND	STREETS & PUBLIC WORKS	$ 230.00
					TOTAL:	$ 1,829.00
46389	SOUTHERN FIRE SPRINKLER, INC	4/9/2026	DEPOT FIRE ALARM	GENERAL FUND	GOVT BUILDING & PLANT	$ 500.00
46389		4/9/2026	DEPOT FIRE ALARM	GENERAL FUND	GOVT BUILDING & PLANT	$ 800.00
					TOTAL:	$ 1,300.00
46465	SOUTHERN PIPE & SUPPLY COMPANY, INC	4/16/2026	SEAT W/COVER(3)	GENERAL FUND	PARKS & RECREATION	$ 99.42
46527		4/20/2026	WAX GASKET(1)	GENERAL FUND	PARKS & RECREATION	$ 2.69
46527		4/20/2026	TOILET BOWL(1)	GENERAL FUND	PARKS & RECREATION	$ 122.91
46527		4/20/2026	J-BOLT(1)	GENERAL FUND	PARKS & RECREATION	$ 4.75
46432		4/14/2026	6" PVC TEE(1)	UTILITY FUND	UTILITY OPERATIONS	$ 63.62
46432		4/14/2026	6" X 4" BUSHING(1)	UTILITY FUND	UTILITY OPERATIONS	$ 13.98
46432		4/14/2026	4" PVC DWV COUPLING(1)	UTILITY FUND	UTILITY OPERATIONS	$ 7.42
46515		4/14/2026	6" PVC SAN TEE(1)	UTILITY FUND	UTILITY OPERATIONS	$ 63.62
46593		4/17/2026	6" COUPLING(1)	UTILITY FUND	UTILITY OPERATIONS	$ 10.94
46593		4/17/2026	6" CLEANOUT(1)	UTILITY FUND	UTILITY OPERATIONS	$ 29.28
46593		4/17/2026	6" THREADED PLUG(1)	UTILITY FUND	UTILITY OPERATIONS	$ 13.05
					TOTAL:	$ 431.68
46440	STRIBLING EQUIPMENT, LLC	4/17/2026	HOOD KIT(1)	GENERAL FUND	STREETS & PUBLIC WORKS	$ 2,085.23
46514		4/23/2026	BOLT(21)	GENERAL FUND	STREETS & PUBLIC WORKS	$ 115.29
46514		4/23/2026	CYLINDER(2)	GENERAL FUND	STREETS & PUBLIC WORKS	$ 240.18
46512		4/23/2026	TECHNICIAN LABOR	GENERAL FUND	STREETS & PUBLIC WORKS	$ 440.00
46512		4/23/2026	FIELD TRUCK MILEAGE #722	GENERAL FUND	STREETS & PUBLIC WORKS	$ 342.00
46512		4/23/2026	BELT TENSIONER	GENERAL FUND	STREETS & PUBLIC WORKS	$ 133.60
46512		4/23/2026	MST SENSOR	GENERAL FUND	STREETS & PUBLIC WORKS	$ 64.81

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CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
46512	STRIBLING EQUIPMENT, LLC	4/23/2026	FILTER ELEMENT	GENERAL FUND	STREETS & PUBLIC WORKS	$ 61.17
46512		4/23/2026	TECHNICIAN LABOR	GENERAL FUND	STREETS & PUBLIC WORKS	$ 440.00
46512		4/23/2026	ENVIRO/SUPPLIES	GENERAL FUND	STREETS & PUBLIC WORKS	$ 52.80
					TOTAL:	$ 3,975.08
46429	THE SHERWIN -WILLIAMS CO	4/16/2026	MIRACLE BOND(12)	GENERAL FUND	PARKS & RECREATION	$ 237.60
					TOTAL:	$ 237.60
46476	THE SOUTHERN CONNECTION POLICE SUPPLIES	4/20/2026	36" RIFLE BAG(20)	GENERAL FUND	POLICE	$ 959.80
46477		4/20/2026	UTM TRAIN MUNITIONS2	DOJ FUNDS	DOJ-POLICE	$ 1,540.00
46477		4/20/2026	UTM TRAIN MUNITIONS(2)	DOJ FUNDS	DOJ-POLICE	$ 1,540.00
46477		4/20/2026	UTM HELMETS(12)	DOJ FUNDS	DOJ-POLICE	$ 3,588.00
					TOTAL:	$ 7,627.80
46507	TIFFANY LEE COWMAN, CHANCERY CLERK	4/13/2026	TAX REDEMPTION_MARCH 2026	GENERAL FUND	ADMINISTRATION	$ 700.00
					TOTAL:	$ 700.00
46552	TOW BIZ LLC	4/27/2026	TOWING FEE_UNIT 548	GENERAL FUND	POLICE	$ 175.00
					TOTAL:	$ 175.00
46399	UNIFIRST CORPORATION	4/13/2026	CITY HALL RUGS_4/13/2026	GENERAL FUND	ADMINISTRATION	$ 16.06
46413		4/20/2026	CITY HALL RUGS_4/20/2026	GENERAL FUND	ADMINISTRATION	$ 16.06
46536		4/27/2026	CITY HALL RUGS_4/27/2026	GENERAL FUND	ADMINISTRATION	$ 19.06
46400		4/13/2026	JANITORIAL UNIFORMS_4/13/2026	GENERAL FUND	GOVT BUILDING & PLANT	$ 6.74
46414		4/20/2026	JANITORIAL UNIFORMS_4/20/2026	GENERAL FUND	GOVT BUILDING & PLANT	$ 6.74
46541		4/27/2026	JANITORIAL UNIFORMS_4/27/2026	GENERAL FUND	GOVT BUILDING & PLANT	$ 6.74

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CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
46427	UNIFIRST CORPORATION	4/20/2026	POLICE DEPARTMENT RUG_4/20/2026	GENERAL FUND	POLICE	$ 11.36
46551		4/27/2026	POLICE DEPARTMENT RUG_4/27/2026	GENERAL FUND	POLICE	$ 14.36
46400		4/13/2026	P.W. UNIFORMS_4/13/2026	GENERAL FUND	STREETS & PUBLIC WORKS	$ 209.23
46414		4/20/2026	P.W. UNIFORMS_4/20/2026	GENERAL FUND	STREETS & PUBLIC WORKS	$ 206.08
46541		4/27/2026	P.W. UNIFORMS_4/27/2026	GENERAL FUND	STREETS & PUBLIC WORKS	$ 196.55
46400		4/13/2026	RECREATION UNIFORMS_4/13/2026	GENERAL FUND	PARKS & RECREATION	$ 15.30
46414		4/20/2026	RECREATION UNIFORMS_4/20/2026	GENERAL FUND	PARKS & RECREATION	$ 15.30
46541		4/27/2026	RECREATION UNIFORMS_4/27/2026	GENERAL FUND	PARKS & RECREATION	$ 46.65
46400		4/13/2026	UTILITIES UNIFORMS_4/13/2026	UTILITY FUND	UTILITY OPERATIONS	$ 168.36
46414		4/20/2026	UTILITIES UNIFORMS_4/20/2026	UTILITY FUND	UTILITY OPERATIONS	$ 161.57
46541		4/27/2026	UTILITIES UNIFORMS_4/27/2026	UTILITY FUND	UTILITY OPERATIONS	$ 155.67
					TOTAL:	$ 1,271.83
46478	VINSON UNIFORMS, INC	4/16/2026	NAMETAG SILVER(1)	GENERAL FUND	POLICE	$ 19.00
46478		4/16/2026	NAMETAG VELCRO(1)	GENERAL FUND	POLICE	$ 10.00
46478		4/16/2026	FLEX RS BASE SHIRT(2)	GENERAL FUND	POLICE	$ 149.98
46478		4/16/2026	FLEX RS PANTS(3)	GENERAL FUND	POLICE	$ 311.97
46478		4/16/2026	TIE(1)	GENERAL FUND	POLICE	$ 8.25
46478		4/16/2026	SHIRT BUTTON UP(1)	GENERAL FUND	POLICE	$ 61.79
46478		4/16/2026	HI-VIZ YELLOW SHIRT(1)	GENERAL FUND	POLICE	$ 54.95
46478		4/16/2026	BSLPD REFLECTIVE(1)	GENERAL FUND	POLICE	$ 16.00
46478		4/16/2026	FREIGHT	GENERAL FUND	POLICE	$ 5.75
46480		4/23/2026	STINGER BATTERY(1)	GENERAL FUND	POLICE	$ 29.95
					TOTAL:	$ 667.64
46496	WARING OIL COMPANY LLC	3/2/2026	GAS & DIESEL	GENERAL FUND	STREETS & PUBLIC WORKS	$ 1,644.64
46495		3/9/2026	GAS & DIESEL	GENERAL FUND	STREETS & PUBLIC WORKS	$ 2,209.39
46494		3/17/2026	GAS & DIESEL	GENERAL FUND	STREETS & PUBLIC WORKS	$ 1,862.03
46493		3/23/2026	GAS & DIESEL	GENERAL FUND	STREETS & PUBLIC WORKS	$ 3,716.88

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CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
46492	WARING OIL COMPANY LLC	3/30/2026	GAS & DIESEL	GENERAL FUND	STREETS & PUBLIC WORKS	$ 2,658.08
46491		4/6/2026	GAS & DIESEL	GENERAL FUND	STREETS & PUBLIC WORKS	$ 1,970.19
46490		4/13/2026	GAS & DIESEL	GENERAL FUND	STREETS & PUBLIC WORKS	$ 3,824.63
46489		4/20/2026	GAS & DIESEL	GENERAL FUND	STREETS & PUBLIC WORKS	$ 2,329.64
46589		4/27/2026	GAS & DIESEL	GENERAL FUND	STREETS & PUBLIC WORKS	$ 2,924.58
					TOTAL:	$ 23,140.06
46460	WARREN PAVING INC	4/20/2026	610 LIMESTONE	CAP X GRANT FUND	STREETS CAPX	$ 3,661.57
46460		4/20/2026	TRANSPORTING MATERIAL	CAP X GRANT FUND	STREETS CAPX	$ 1,058.76
					TOTAL:	$ 4,720.33
46430	ZORO TOOLS INC	4/14/2026	TOOLBOX(30)	GENERAL FUND	POLICE	$ 329.70
46461		4/13/2026	ADAPTER(1)	UTILITY FUND	UTILITY OPERATIONS	$ 65.89
46436		4/13/2026	PUMP(1)	UTILITY FUND	UTILITY OPERATIONS	$ 411.99
46438		4/17/2026	RECIP SAW(1)	UTILITY FUND	UTILITY OPERATIONS	$ 149.00
46437		4/17/2026	IMPACT WRENCH(1)	UTILITY FUND	UTILITY OPERATIONS	$ 261.99
46437		4/17/2026	BATTERY PACK(1)	UTILITY FUND	UTILITY OPERATIONS	$ 129.00
46594		4/23/2026	PUMP(1)	UTILITY FUND	UTILITY OPERATIONS	$ 98.39
46594		4/23/2026	DISCOUNT	UTILITY FUND	UTILITY OPERATIONS	$ (9.84)
					TOTAL:	$ 1,436.12

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CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
		FUND 001	GENERAL FUND	$168,602.77		
		FUND 120	FEDERAL GRANTS FUND	$17,940.09		
		FUND 125	CAP X GRANT FUND	$4,720.33		
		FUND 200	DEBT SERVICE FUND	$96,082.57		
		FUND 300	DOJ FUNDS	$6,668.00		
		FUND 305	CAPITAL PROJECTS FUND	$15,651.00		
		FUND 400	UTILITY FUND	$157,359.35		
		FUND 401	UTILITY METER DEPOSITS	$2,800.00		
		FUND 402	UTILITY C&M FUND	$16,260.00		
		FUND 450	MUNICIPAL HARBOR FUND	$1,786.69		
		FUND 650	COMMUNITY HALL UNEARNED	$1,900.00		
			TOTAL:	$489,770.80		

CITY OF BAY ST. LOUIS_COUNCIL DOCKET_05/05/2026_26-024

CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	CRUISIN' THE COAST, INC.	12/23/2025	2026 SPONSORSHIP	GENERAL FUND	ADMINISTRATION	$ 20,000.00
					TOTAL:	$ 20,000.00
		FUND 001	GENERAL FUND	$ 20,000.00		
			TOTAL:	**$ 20,000.00**		

Q U O T A T I O N

Bayou Trailers
609 Highway 90
Waveland, MS 39576 USA
Phone #: (228)231-1968

PHONE #: **(228)216-5452**
CELL #:
ALT. #:
P.O.#:
TERMS: **Cash**
SALES TYPE: **Quote**

DATE: **4/28/2026**
ORDER #: **11977**
CUSTOMER #: **102777**
CP: **Antonioj**
LOCATION: **1**
STATUS: **Active**

BILL TO **102777**
BAY SAINT LOUIS POLICE DEPARTMENT

SHIP TO
BAY SAINT LOUIS POLICE DEPARTMENT

MFR	PRODUCT NUMBER	DESCRIPTION	QTY	PRICE	NET	TOTAL
ANVI	ANVIL 7X16TA	7x16TA Anvil Enclosed Trailer	1	$6,500.00	$6,300.00	$6,300.00
****	DF	DOCUMENTATION FEES	1	$50.00	$50.00	$50.00

Prices reflected on this quote are valid for 7 days and while current supplies last. However, prices are subject to change if the program or promotion the prices were quoted under is no longer in effect.

Items left after 7 days from notification of completion will be chargeed a $10.00 per day storage fee.

SUBTOTAL:	**$6,350.00**
TAX:	**$0.00**
ORDER TOTAL:	**$6,350.00**

Authorized By: _____

AMERICAN LEGION
POST 139

Dear Chief Alvin Kingston and Members of the Department,

On behalf of American Legion Post 139 and the Bay St. Louis Fallen Officer Fund, it is our honor to present a donation to the Bay St. Louis Police Department in recognition of your service, sacrifice, and continued commitment to our community.

We are proud to donate a 2026 Anvil 7x16 enclosed trailer, for the use of your department. It is our hope that this trailer will serve as a practical asset—supporting your operations, motorcade, community outreach efforts, and any logistical needs that arise in the course of your important work.

This contribution is made with deep respect for the officers who serve today, as well as in remembrance of those who have given their lives in the line of duty. Through the Bay St. Louis Fallen Officer Fund, we remain committed to honoring their legacy while supporting those who continue to protect and serve.

We value the strong partnership between American Legion Post 139 and the Bay St. Louis Police Department, and we are grateful for the opportunity to give back in a meaningful way.

Please accept this donation as a small token of our appreciation and unwavering support.

With deepest respect,

Butch Davis

Director of the Riders

American Legion Post 139

Bay St. Louis Fallen Officer Fund

MASTER SERVICES AGREEMENT
FOR PROFESSIONAL GRANT ADMINISTRATIVE SERVICES

THIS AGREEMENT is made this _____ **day of** _____**, 2026**, by and between the **City of Bay St. Louis, Mississippi** (hereinafter referred to as ("CLIENT"), located at 688 Highway 90, Bay St. Louis, Mississippi, 39520 and **Tetra Tech, Inc.** (hereinafter referred to as ("CONTRACTOR"), located at 2301 Lucien Way, Suite 120, Maitland, FL 32751.

WHEREAS, Client has issued an RFP for Professional Grant Administrative Services which is attached hereto as **Exhibit A**.

WHEREAS, Client has reviewed Contractor's response to the RFP and wishes to enter into a contractual agreement with Contractor to provide Professional Grant Administrative Services for which the Technical Approach and Rate Schedule are attached hereto as **Exhibit B and C.**

NOW, THEREFORE in consideration of the promises herein and for other good and valuable consideration, the parties agree as follows:

1. **Scope of Services**: Contractor and Client agree Contractor will perform professional grant administrative services as described in Exhibit A and B (Client's RFP and Contractor's Technical Approach), attached hereto. Task Orders shall be issued for specific deliverables under this Agreement. Such deliverables to be provided by Contractor will be determined by Client and specified in writing on each Task Order.

2. **Term**: The term of this Agreement shall begin on the date written above and be in effect for two (2) years with the option to renew for up to two (2) additional periods of one (1) year each by mutual consent.

3. **Independent Contractor**: Contractor is an independent contractor and is not an employee of Client. Services performed by Contractor under this Agreement are solely for the benefit of the Client. Nothing contained in this Agreement creates any duties on the part of Contractor toward any person not a party to this Agreement.

4. **Standard of Care**: Contractor will perform services under this Agreement with the degree of skill and diligence normally practiced by professional engineers or contractors performing the same or similar services. No other warranty or guarantee, expressed or implied, is made with respect to the services furnished under this Agreement and all implied warranties are disclaimed.

5. **Federal Requirements**: Contractor must comply with all applicable federal regulations from 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II which are attached hereto as **Exhibit D**.

6. **Uncontrollable Forces**: Neither the Client nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, explosion, strike, transportation, or equipment delays, act of war, Act of God, lightning, epidemic, war, riot, civil disturbance, sabotage, acts of terrorism and governmental actions outside the control of the Client. The schedule or payment under the Agreement shall be equitably adjusted, if necessary, to compensate Contractor for any additional costs due to the delay.

   Neither party shall, however, be excused from performance if nonperformance is due to forces which are foreseeable, preventable, removable, or remediable, and which the nonperforming party

could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

7. **Fee for Services**: The fee for the services under this Agreement will be based on the actual hours of services furnished multiplied by Contractor's Billing Rates plus all project related expenses reimbursed to Contractor as set forth in **Exhibit C**.

   Non-labor expenses shall be invoiced as follows: (1) travel expenses including airfare, car rental, and fuel shall be invoiced at cost without markup; (2) lodging shall be invoiced up to the per diem rate according to the US. General Services Administration (GSA) rates established at www.gsa.gov (3) meals and incidentals shall be invoiced at the GSA per diem rate (receipts are not required); (4) mileage for personal vehicles shall be invoiced at the federally published rate; and (5) other required non-labor expenses as may be applicable to the project shall be invoiced at cost without mark-up. Hourly rates for subsequent years shall be subject to an annual adjustment based on the latest yearly percentage increase of the Consumer Price Index for All Urban Consumers (CPI- U) (All Items) as published by the Bureau of Labor Statistics, U.S. Department of Labor.

   The hourly rates shall remain firm for the initial term of the agreement. The hourly rates for any extended terms shall be subject to an annual adjustment based on the latest yearly percentage increase of the Consumer Price Index for All Urban Consumers (CPI-U) (All Items) as published by the Bureau of Labor Statistics, U.S. Department of Labor.

8. **Compensation**: Payment terms are net thirty (30) days. Client will review invoices for acceptance within ten (10) calendar days of the date of the invoice to which Client and shall promptly notify Contractor of any invoice discrepancies. Contractor and Client will work in good faith to resolve any such discrepancies within ten (10) days after notification. Should a discrepancy result in a partial rejection of any item(s) invoiced, Client shall proceed with partial payment within Net 30 days of the date of the invoice. Under no circumstances shall payment of Contractor's invoices be contingent on reimbursement of Client by any third-party authority or funding source. Any interest charges due from Client on past due invoices are in addition to amounts otherwise due under this Agreement.

   All invoices shall be delivered to:

   _____
   _____
   _____

   Payment shall be made to and delivered to:
   Tetra Tech, Inc.
   PO Box 200191
   Dallas, TX 75320-0191

9. **Indemnity**: Contractor shall save harmless the Client from all claims and liability due to activities of itself, its agents, or employees, performed under this Agreement to the extent caused by the negligent act, error or omission of the Contractor or of any person employed by the Contractor. Contractor shall also save harmless the Client from reasonable attorney fees which might be incurred by the Client in litigation or otherwise resisting said claims or liabilities which might be imposed on the Client as result of such activities by the Contractor, its agents, or employees.

MASTER SERVICES AGREEMENT
FOR PROFESSIONAL GRANT ADMINISTRATIVE SERVICES

10. **Insurance**: During the course of performance of the services under this agreement, Contractor will maintain the following insurance coverages:

Worker's Compensation	Statutory
Employer's Liability	U.S. $1,000,000
Commercial General Liability	U.S. $1,000,000 per occurrence
	U.S. $1,000,000 aggregate
Comprehensive General Automobile	U.S. $1,000,000 combined single limit
Professional Liability	U.S. $1,000,000 per claim and in the aggregate

Before beginning any work, Contractor shall deliver to Client, a Certificate of Insurance evidencing that the above coverages are in effect as well as naming Client as an Additional Insured. An Additional Insured Endorsement must accompany the Certificate of Insurance. Such coverage will not be canceled or materially changed without thirty (30) days written notice.

11. **Work Product**: Client shall have the unrestricted right to use the documents, analyses and other data prepared by Contractor under this Agreement ('Work Products'); provided, however Client shall not rely on or use the Work Products for any purpose other than the purposes under this Agreement and the Work Products shall not be changed without the prior written approval of Contractor. If Client releases the Work Products to a third party, other than Client's auditors, without Contractor's prior written consent, or changes or uses the Work Products other than as intended hereunder, (a) Client does so at its sole risk and discretion, and (b) Contractor shall not be liable for any claims or damages resulting from the change or use or connected with the release or any third party's use of the Work Products.

12. **Limitation of Liability**: No employee of Contractor shall have individual liability to Client. To the extent permitted by law, the total liability of Contractor, its officers, directors, shareholders, employees and Subcontractors for any and all claims arising out of this Agreement, including attorneys' fees, and whether caused by negligence, errors, omissions, strict liability, breach of contract or contribution, or indemnity claims based on third party claims, shall not exceed the greater of one million dollars (U.S. $1,000,000) or the amount actually paid to Contractor under this Agreement.

13. **No Consequential Damages**: In no event and under no circumstances shall Contractor be liable to Client for any principal, interest, loss of anticipated revenues, earnings, profits, increased expense of operation or construction, loss by reason of shutdown or non-operation due to late completion, or for any other economic, consequential, indirect or special damages.

14. **Information Provided by Others**: Client shall provide to Contractor in a timely manner any information Contractor indicates is needed to perform the services hereunder. Contractor may reasonably rely on the accuracy of information provided by Client and its representatives.

15. **Safety and Security**: Contractor has established and maintains programs and procedures for the safety of its employees. Unless specially included as a service to be provided under this Agreement, Contractor specially disclaims any authority or responsibility for job site safety and safety of persons other than Contractor's or Subcontractor's employees.

16. **Termination**: Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party. Client shall pay Contractor for all services rendered to the date of termination plus reasonable expenses for winding down the services. If either party defaults in its obligations under

this Agreement, the non-defaulting party, after giving ten (10) days written notice of its intention to terminate or suspend performance under this Agreement, may, if cure of the default is not commenced and diligently continued by the defaulting party, terminate this Agreement or suspend performance under this Agreement.

17. **Dispute Resolution**: Contractor and Client shall attempt to resolve conflicts or disputes under this Agreement in a fair and reasonable manner, and that if resolution cannot be made, the parties agree to attempt to mediate the conflict by a professional mediator. If mediation does not settle any dispute or action which arises under this Agreement, either party may pursue litigation after notifying the other party of its intentions.

18. **Successors and Assigns**: This Agreement is binding upon and will inure to the benefit of Client and Contractor and their respective successors and assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party.

19. **Notices**: Any notice required or permitted by this Agreement to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first-class, registered, or certified mail, return receipt requested, postage prepaid and addressed as follows:

Client:	**Contractor:**
City of Bay St. Louis	Contracts Department
688 Highway 90	Tetra Tech, Inc.
Bay St. Louis, Mississippi, 39520	2301 Lucien Way, Suite 120
	Maitland, FL 32751
	(407) 803-2551 (Betty Kamara)
	TDR.Contracts@tetratech.com

20. **Severability:** The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the remainder of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

21. **Governing Law and Venue:** This Agreement shall be construed under and governed by the laws of the State of Mississippi without giving effect to its principles on conflicts of law and applicable federal laws and regulations. Any disputes arising thereunder may only be brought in the appropriate state court in Hancock County, Mississippi.

22. **Access and Audits**: Contractor shall maintain adequate financial and program records to justify all charges, expenses, and costs incurred in estimating and performing the work under this Agreement for at least three (3) years following final payment to the Client as Federal Emergency Management Agency sub-grantee. The Client shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of the Agreement. This information shall be made accessible at the Contractor's place of business to the Client, FEMA Administrator, Comptroller General of the United States and their respective designees and authorized agents, for purposes of inspection, reproduction, and audit without restriction.

23. **Non-Discrimination:** The Contractor warrants and represents that all of its employees will be treated equally during employment without regard to race, color, religion, gender, age or national origin.

24. **Waiver:** A waiver by either the Client or Contractor of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

25. **Modification:** The Agreement may not be modified unless such modifications are evidenced in writing and signed by both the Client and Contractor. Such modifications shall be in the form of a written Amendment executed by both parties.

26. **Contingent Fees:** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

27. **Confidentiality:** No reports, information, computer programs, documentation, and/or data given to, or prepared or assembled by the Contractor under this Agreement shall be made available to any individual or organization by the Contractor without prior written approval of the Client unless such disclosure is required by a federal or Mississippi law or regulation.

28. **Data Protection:** Each party shall comply with all applicable laws and regulations relating to the processing, protection, or privacy of personal data, including where applicable, the guidance and codes of practice issued by regulatory bodies in any relevant jurisdiction. Each party agrees that it shall keep such personal data in a secure technological environment.

29. **Miscellaneous:** Client expressly agrees that all provisions of the Agreement, including the clause limiting the liability of Contractor, were mutually negotiated. In any action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover, as part of its judgment, reasonable attorneys' fees and costs from the other party.

30. **Counterparts**: This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original instrument, but all of which taken together shall constitute one instrument.

INTENTIONALLY LEFT BLANK

MASTER SERVICES AGREEMENT
FOR PROFESSIONAL GRANT ADMINISTRATIVE SERVICES

IN WITNESS WHEREOF, the Contractor has caused this Agreement to be signed in its corporate name by its authorized representative, and the Client has caused this Agreement to be signed in its legal name by persons authorized to execute this Agreement as of the day and year first written above.

CONTRACTOR: **TETRA TECH, INC.**	**CLIENT:** **CITY OF BAY ST. LOUIS, MISSISSIPPI**
By: Jonathan Burgiel Title: Business Unit President	By: Title:
ATTEST:	ATTEST:
Kayla Lemaire, Contract Administrator	

ATTACHMENTS:

- Exhibit A: City of Bay St. Louis, MS RFP for Professional Grant Administrative Services
- Exhibit B: Tetra Tech Technical Approach
- Exhibit C: Tetra Tech Fee Schedule
- Exhibit D: Federal Provisions (2CFR200)

MASTER SERVICES AGREEMENT
FOR PROFESSIONAL GRANT ADMINISTRATIVE SERVICES

EXHIBIT A

City of Bay St. Louis, MS RFP for Professional Grant Administrative Services

MASTER SERVICES AGREEMENT
FOR PROFESSIONAL GRANT ADMINISTRATIVE SERVICES

EXHIBIT B

Tetra Tech Technical Approach

MASTER SERVICES AGREEMENT
FOR PROFESSIONAL GRANT ADMINISTRATIVE SERVICES

EXHIBIT C

Tetra Tech Fee Schedule

MASTER SERVICES AGREEMENT
FOR PROFESSIONAL GRANT ADMINISTRATIVE SERVICES

EXHIBIT D
FEDERAL PROVISIONS

FEMA CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AW ARDS REQUIRED BY 2 C.F.R. §200.326 APPENDIX II TO 2 CFR §200

REMEDIES

(For all awarded contracts with a value greater than $150,000.00)

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. Any violation or breach of terms of this contract of the Contractor or the Contractor's sub-contractors will be subject to the remedies, including liquidated damages, described in the bid specifications or Request for Proposal and the Client rules and regulations and special conditions which are incorporated herein by reference in their entirety.

TERMINATION FOR CAUSE AND CONVENIENCE

(For all awarded contracts with a value greater than $10,000.00)

The Client reserves the right to terminate this contract for cause or convenience pursuant to the rules and regulations and special conditions which are incorporated herein by reference in their entirety.

EQUAL EMPLOYMENT OPPORTUNITY

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3) ***Contractor must complete enclosed certification***

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

   Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post

copies of the notice in conspicuous places available to employees and applicants for employment.

5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT

(The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

1. *Minimum wages.*

i. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 193 7 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage dete1mination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1 (b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(l)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(l)(ii) of this section) and the Davis Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

ii. (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
2) The classification is utilized in the area by the construction industry; and
3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C)In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(l)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

i. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

ii. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. *Withholding.*

The Federal Agency and/or Client shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 193 7 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. *Payrolls and basic records.*

i. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section l (b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(l)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section l(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

ii. (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency. The payrolls submitted shall set out

accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee *(e.g.,* the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at *http://www.dol.gov/esa/whd(forms/wh347instr.htm* or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a) (3) (ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a) (3) (i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

i. The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the federal agency or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. *Apprentices and trainees-*

i. *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide

apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

ii. *Trainees.* Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

iii. *Equal employment opportunity.* The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5. *Compliance with Copeland Act requirements.*

   The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. *Subcontracts.*

   The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (l) through (10) and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. *Contract termination: debarment.*

   A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. *Compliance with Davis-Bacon and Related Act requirements.*

   All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. *Breach.*

   A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

10. *Disputes concerning labor standards.*

    Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

11. *Certification of eligibility.*

    1) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis Bacon Act or 29 CFR 5.12(a)(l).

    2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(l).

    3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(For all awarded contracts related to "mechanics and laborers" with a value greater than $100,000.00)

1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause

set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

(This requirement **does not apply** to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households - Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement." If FEMA federal award meets definition of "funding agreement" under 37 CFR §401.2(a), for all awarded contracts related to experimental, developmental, or research work type contracts)

(a) Definitions

(1) *Invention* means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of *et seq.).*

(2) *Subject invention* means any invention of the *contractor* conceived or first actually reduced to practice in the performance of work under this *contract,* provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 240l (d)) must also occur during the period of *contract* performance.

(3) *Practical Application* means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.

(4) *Made* when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(5) *Small Business Firm* means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3- 12, respectively, will be used.

(6) *Nonprofit Organization* means a university or other institution of higher education or an organization of the type described in section 501 (c) {3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(b) Allocation of Principal Rights

The *Contractor* may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the *Contractor* retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by *Contractor*

(1) The *contractor* will disclose each subject invention to the *Federal Agency* within two months after the inventor discloses it in writing to *contractor* personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the *contract* under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the *agency,* the *Contractor* will promptly notify the *agency* of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the *contractor.*

(2) The *Contractor* will elect in writing whether or not to retain title to any such invention by notifying the *Federal agency* within two years of disclosure to the *Federal agency.* However, in any case where publication, on sale or public use has initiated the one-year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the *agency* to a date that is no more than 60 days prior to the end of the statutory period.

(3) The *contractor* will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The *contractor* will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the *agency,* be granted.

(d) Conditions When the Government May Obtain Title

The *contractor* will convey to the *Federal agency,* upon written request, title to any subject invention-

(1) If the *contractor* fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the *agency* may only request title within 60 days after learning of the failure of the *contractor* to disclose or elect within the specified times.

(2) In those countries in which the *contractor* fails to file patent applications within the times specified in (c) above; provided, however, that if the *contractor* has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the *Federal agency,* the *contractor* shall continue to retain title in that country.

(3) In any country in which the *contractor* decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to *Contractor* and Protection of the *Contractor* Right to File

(1) The *contractor* will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the *contractor* fails to disclose the invention within the times specified in (c), above. The *contractor's* license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the *contractor* is a party

and includes the right to grant sublicenses of the same scope to the extent the *contractor* was legally obligated to do so at the time the *contract* was awarded. The license is transferable only with the approval of the *Federal* to which the invention pertains.

(2) The *contractor's* domestic license may be revoked or modified by the *funding Federal agency* to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and *agency* licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the *contractor* has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the *funding Federal agency* to the extent the *contractor,* its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the *funding Federal agency* will furnish the *contractor* a written notice of its intention to revoke or modify the license, and the *contractor* will be allowed thirty days (or such other time as may be authorized by the *funding Federal agency* for good cause shown by the *contractor)* after the notice to show cause why the license should not be revoked or modified. The *contractor* has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and *agency* regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) *Contractor* Action to Protect the Government's Interest

(1) The *contractor* agrees to execute or to have executed and promptly deliver to the *Federal agency* all instruments necessary to

(i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the *contractor* elects to retain title, and

(ii) convey title to the *Federal agency* when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

(2) The *contractor* agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the *contractor* each subject invention made under *contract* in order that the *contractor* can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c) (l), above. The *contractor* shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The *contractor* will notify the *Federal agency* of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.

(4) The *contractor* agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the *contract)* awarded by (identify the Federal agency). The government has certain rights in the invention."

(g) Subcontracts

(1) The *contractor* will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work. The subcontractor will retain all rights provided for the *contractor* in this clause, and the *contractor* will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(2) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the *agency,* subcontractor, and the contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (i) of this clause.

(h) Reporting on Utilization of Subject Inventions

The *Contractor* agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the *contractor* or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the contractor, and such other data and information as the *agency* may reasonably specify. The *contractor* also agrees to provide additional reports as may be requested by the *agency* in connection with any march-in proceeding undertaken by the *agency* in accordance with paragraph (i) of this clause. As required by 35 U.S.C. 202(c) (5), the *agency* agrees it will not disclose such information to persons outside the government without permission of the *contractor.*

(i) Preference for United States Industry

Notwithstanding any other provision of this clause, the *contractor* agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the *Federal agency* upon a showing by the *contractor* or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights

The *contractor* agrees that with respect to any subject invention in which it has acquired title, the *Federal agency* has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the *agency* to require the *contractor,* an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the *contractor,* assignee, or exclusive licensee refuses such a request the *Federal agency* has the right to grant such a license itself if the *Federal agency* determines that:

(1) Such action is necessary because the *contractor* or assignee has not taken or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the *contractor,* assignee or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the *contractor,* assignee or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for *Contracts* with Nonprofit Organizations If the *contractor* is a nonprofit organization, it agrees that:

(1) Rights to a subject invention in the United States may not be assigned without the approval of the

Federal agency, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the *contractor;*

(2) The *contractor* will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) The balance of any royalties or income earned by the *contractor* with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the *contractor* determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the *contractor* is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the *contractor.* However, the *contractor* agrees that the Secretary applicants, and the *contractor* will negotiate changes to its licensing policies, procedures, or practices with the Secretary when the Secretary's review discloses that the *contractor* could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).

(l) Communication

Any communications to be given hereunder by either party to the other shall be deemed to be duly given if set forth in writing and personally delivered or sent by mail, registered or certified, postage prepaid with return receipt requested, as follows:

CONTRACTOR	CLIENT
Tetra Tech, Inc.	City of Bay St. Louis, MS
2301 Lucien Way, Suite 120	688 Highway 90
Maitland, FL 32751	Bay St. Louis, Mississippi, 39520

Written notices hereunder delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated five (5) days after deposit in the mail, post prepaid, certified, in accordance with this Paragraph.

CLEAN AIR ACT

(For all awarded contracts with a value greater than $150,000.00)

(m) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(n) The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(o) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

FEDERAL WATER POLLUTION CONTROL ACT

(For all awarded contracts with a value greater than $150,000.00)

(1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 etseq.

(2) The contractor agrees to report each violation to the (name of the applicant entering into the

contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

DEBARMENT AND SUSPENSION

Contractor must complete enclosed certification

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by Client. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BYRD ANTI-LOBBYING AMENDMENT

(For all awarded contracts with a value greater than $100,000.00. ***Contractor must complete enclosed certification***

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

The Contractor certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) Contractor will include language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $150,000.00 shall certify and disclose

accordingly.

PROCUREMENT OF RECOVERED MATERIALS

(The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40

C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.)

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:
    a) Competitively within a timeframe providing for compliance with the contract performance schedule;
    b) Meeting contract performance requirements; or
    c) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, http://www.epa.gov/cpg/. The list of EPA-designate items is available at http://www.epa.gov/cpg/products.htm.

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

ACCESS TO RECORDS

The following access to records requirements apply to this contract:

(1) The Contractor agrees to provide the Client, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the Client and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

CHANGES

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, prohibits the Contractor from using equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate and to the extent consistent with law, the Contractor agrees, to the greatest extent practicable, prefer the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

AFFIRMATIVE SOCIOECONOMIC STEPS

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

COPYRIGHT AND DATA RIGHTS

"License and Delivery of Works Subject to Copyright and Data Rights"

The Contractor grants to the Client a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the Client or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the Client data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Client."

BUILD AMERICA, BUY AMERICA ACT

Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act ("BABAA") shall file the required certification to the non-federal entity with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA. Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirement. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to FEMA, the federal awarding agency; subrecipients will forward disclosures to the pass-through entity, who will, in turn, forward the disclosures to FEMA.

BYRD ANTI-LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements-The undersigned certifies, to the best of his or her knowledge and belief, that:

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Tetra Tech, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C.Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of Contractor's Authorized Official

Jonathan Burgiel, Business Unit President
Name and Title of Contractor's Authorized Official

_____
Date

MASTER SERVICES AGREEMENT
FOR PROFESSIONAL GRANT ADMINISTRATIVE SERVICES

DEBARMENT/SUSPENSION CERTIFICATION

Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

This requirement applies to all FEMA grant and cooperative agreement programs.

Federal Executive Order (E .O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and https://acguisition.qov/far/index.html see section 52.209-6.

The Contractor, Tetra Tech, Inc., certifies or affirms by your signature that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

_____
Signature of Contractor's Authorized Official

Jonathan Burgiel, Business Unit President
Name and Title of Contractor's Authorized Official

_____
Date

CIVIL RIGHTS COMPLIANCE PROVISIONS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)
(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3)

During the performance of this contract, the contractor agrees as follows:

1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

   Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by

rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Signature of Contractor's Authorized Official

Jonathan Burgiel, Business Unit President
Name and Title of Contractor's Authorized Official

Date

MASTER SERVICES AGREEMENT
FOR PROFESSIONAL GRANT ADMINISTRATIVE SERVICES

BUILD AMERICA BUY AMERICA ACT SELF-CERTIFICATION

The undersigned certifies, to the best of their knowledge and belief, that: The Build America, Buy America Act (BABAA) requires that no federal financial assistance for "infrastructure" projects is provided "unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States." section 70914 of Public Law No. 117-58, §§ 70901-52. The undersigned certifies that the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABAA requirements including:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. All manufactured products purchased with FEMA financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

The Contractor, Tetra Tech, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of Contractor's Authorized Official

Jonathan Burgiel, Business Unit President
Name and Title of Contractor's Authorized Official

_____
Date

REQUEST FOR PROPOSALS

PROFESSIONAL GRANT ADMINISTRATIVE SERVICES

The City of Bay St. Louis, Mississippi is soliciting proposals from qualified and experienced professional consultants or consulting firms to augment, implement, and manage the City's maximum recovery funding from the Federal Emergency Management Agency (FEMA) under the FEMA Public Assistance (PA) Grant Program under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), as amended for present and future declared disasters or any other federal, state or other grants available to the City of Bay St. Louis.

The ideal candidate shall possess demonstrated experience in programmatic disaster recovery and must have intimate knowledge and expertise in disaster recovery programs and must have extensive knowledge in public assistance programs of federal, state and other governing agencies to ensure recovery activities maximize any funding or reimbursement for which the City may qualify. This includes, but is not limited to, the Federal Emergency Management Agency (FEMA) Public Assistance Program, Hazard Mitigation Grant Program (HMGP), EPA, HUD, NRCS, CBDG, and/or other funding sources as identified by the City of Bay St. Louis. The consulting firm will assist the City with maximizing funding, expedite the process, retain funds during projects, reimbursement requests, closeouts, and audit services in accordance with the FEMA regulations and guidelines. In addition, the consulting firm will have to identify, apply for and manage grant applications for hazard mitigation and any other grant funded projects in the City.

TERM OF CONTRACT

The City of Bay St. Louis seeks to establish contractual agreements with one (1) or more qualified firms, herein after referred to as Consultant(s) to provide consulting and representation services as described on an as-needed basis. The initial contractual period shall be for two (2) years, with an option to extend for two (2) additional one (1) year terms. The City reserves the right to award multiple contracts if in its best interest to do so.

NOTICE TO PROCEED

The City will request action from the Consultant(s) through a Task Order with a Notice to Proceed.

The City will notify the consulting firm of anticipated work to be done. The Consultant(s) shall then prepare a Task Order detailing the project scope of services to be provided and the compensation to be due to the firm(s). Compensation shall be based upon the hourly rates set forth in the Hourly Rate Schedule submitted by the firm. The City reserves the right to negotiate a not to exceed amount on each work order.

SCOPE OF WORK

The purpose of this RFP is for the City of Bay St. Louis to acquire as-needed grant administrator services and comprehensive disaster recovery management services. The selected consultant(s), working closely with and at the direction of City Administration, will assist in strategically managing the project development and administration of all federal and/or state disaster programs related to declared emergencies or disasters that occur during the term of this contract. In addition, the Consultant(s) will assist the City with identifying hazard mitigation grants. The Consultant(s) will also assist the city with the applying for these funds and serve as grant administrator for the funds from start to finish.

Services provided in the development of such programs may include, but are not limited to the following:

FEMA Public Assistance (PA) Advisory Services

1. Develop a process/system to efficiently submit grant applications, identify eligible projects, capture costs, prepare cost reports, reconcile invoices, and close-out projects.

2. Attend meetings with relevant local, state, and federal officials to address eligibility and process issues.

3. Provide knowledge, experience, and technical expertise in dealing with federal and state regulations, specifically including, but not limited to, the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Post-Katrina Emergency Management Reform Act of 2006, Environmental and Historic Preservation Management, Davis-Bacon and Section 3, as necessary.

4. Proactively identify and resolve issues that may arise related to the funding of completed and forthcoming work.

5. Provide engineering, cost estimating, and architectural support, among other types of technical assistance.

6. Assess damage to public infrastructure components and facilities.

7. Obtain, analyze and gather field documentation, including gathering relevant records (including timekeeping and assignment records) in order to extract pertinent information.

8. Review all data and supporting documentation to determine eligible adequate costs.

9. Evaluate and assist in the formulation of FEMA PA Emergency and Permanent Work Project Worksheets, to include Cost Estimating, developing Detailed Damage Descriptions and Dimensions (“DDDs”) and project Scope of Work (“SOW”).

10. Assist in the development of hazard mitigation proposals under Sections 406 and 404 of the Stafford Act. (See further detail herein, below.)

11. Evaluate alternate and/or improved projects.

12. Evaluate the appropriateness of the use of FEMA pilot programs including Section 428 Public Assistance Alternative Procedures for Permanent Work and Debris Removal.

13. Review Project Worksheets (PW) to determine final eligible costs and third-party refunds/ reimbursements.

14. Reconcile eligible costs and prepare PW versions.

15. Prepare first and second appeals, and work with the City through any arbitration.

16. Monitor reconstruction efforts, reconcile change orders with PW scope of repair, and prepare progress payments.

17. Perform PW closeouts.

18. Prepare projects for audit.

19. Respond to audit findings, as required.

FEMA 404 and 406 Hazard Mitigation Grant Program (HMGP)

1. Assist in identifying, developing, and evaluating opportunities for hazard mitigation projects to reduce or eliminate risk from future events.

2. Provide experience hazard mitigation staff to identify and prepare hazard mitigation proposals, grant applications, benefic cost analysis, and other services related to Hazard Mitigation Grant Program (HMGP), Pre-Disaster Mitigation (PDM), and other mitigation programs.

3. Work closely with private property owners, as well as FEMA and/or MEMA, as needed through any grant project.

4. Provide post-award grant administration services and program management services for projects funded by HMGP, FEMA, or PDM. This may include outreach, intake, documentation processing, construction inspection, and closeout.

Financial and Grant Management Support

1. Advise the City of all FEMA's policies, regulations, practices, and procedures and how to track costs, including direct administrative costs to facilitate reimbursement for all eligible costs, including Consultant(s) fees.

2. Provide general grant management advice.

3. Perform internal controls assessment.

4. Conduct pre-audit activities and prepare disaster recovery projects for audit.

5. Meet with city/county/state/federal representatives in connection with the programmatic, financial, contracting and accounting services related to applicable regulations.

6. Prepare required reports, including the Public Assistance Quarterly Progress Report, for the State and FEMA, as needed.

7. Provide oversight of contractors' billing to ensure that they invoice in accordance with their contract, and that all costs eligible for the grant funding are documented and claimed.

8. Categorize, record, track, and file costs in support of the financial reimbursement process for grants. This includes, but is not limited to, tracking Project Worksheet status and status of payment from the FEMA and MEMA.

9. Assist in providing interagency coordination (federal, state, county, city) and technical support, as well as identifying funding resources that may be available to assist in the long-term recovery process.

10. Collect Policies, Bid Tabs, Contracts, Agreements, etc.

11. Work with FEMA Project Specialist in compiling documentation for the Project Writers.

12. Perform analysis of labor vs equipment hours, etc.

13. Identify the need for pre-positioned contracts. These contracts must be procured in compliance with Federal Procurement Regulations, include a scope of work which anticipates disaster work and ensures the costs are reasonable in the current market environment.

14. Perform insurance reconciliation, as well as other funding source coordination to avoid duplication of benefits.

15. Perform Cost-Benefit Analysis when necessary to support the City's determination of pursuing reimbursement.

16. Track, monitor and report time and activities performed by Consulting Firm Staff by project, or as allowable under the provisions of the Federal Guidance for direct administrative, indirect and project management costs reimbursement.

17. Provide monthly written performance and status reports to the City on the status of activities completed under this contract, the FEMA Public Assistance (PA) Program and other grant programs.

18. Attend City Council meetings to provide updates, as needed.

19. Maintain an active Unique Entity Identifier (UEI).

20. Attend meeting with FEMA, MEMA or other agencies as needed by the City to help advise the administration through the grant process.

Information Technology, Data Management and Reporting Support

1. Provide viable integrated IT solutions (compatible with existing City applications) that support the management and implementation of disaster recovery programs and other grant programs.

2. Manage data for disaster recovery programs and other grant programs.

3. Provide expertise using systems to report, manage, and analyze information to optimize and improve disaster recovery programs.

Pre-Disaster Cost Recovery Plan Development

1. Develop the general framework, processes, and tools to facilitate cost recovery activities associated with a federally or state declared disaster.

2. Assist in the identification of the primary roles and responsibilities to effectively coordinate the provision of PA and other federal and/or state grant funding programs.

Long-Term Disaster Recovery and Redevelopment Planning

1. Develop the general framework, processes, and tools to facilitate a long-term disaster recovery and redevelopment activities associated with a federally and/or state declared disaster.

2. Specify the triggering event for the transition from response to recovery.

3. Conduct an in-depth analysis of existing plans, policies, and procedures related to recovery and redevelopment.

4. Establish clear roles and responsibilities for all recovery and redevelopment stakeholders.

Emergency Management Support Services

1) Assistance in preparation of emergency management plans and documents to include COOP (Continuity of Operations Plan), Debris Management, or other related plans.
2) Training, drills, and exercises (tabletop, functional, and full-scale) support including exercise development, after action reporting, and facilitation.
3) Community Rating System (CRS) technical assistance.
4) Providing staff to support the City in various functional areas as required following an emergency response.

SUBMITTING THE PROPOSAL TO THE CITY

Information provided to the City of Bay St. Louis shall include:

1) The specialized experience and technical competence of the Consultant with respect to requested services (0-40 points);

2) The past record of performance of the Consultant with respect to such factors as accessibility to clients, quality of work, and ability to meet schedules (0-20 points);

3) Capability of carrying out all aspects of grant related activities (0-20 points);

4) Cost of services (0-5 points); and,

5) References from previous clients of related work with the Consultant within the past five years (0-5 points); and,

Documentation of compliance with E-Verify requirements must be submitted with proposal. Minority and women business enterprises are solicited to submit a bid on this contract. The

information provided for each area above must be clearly identifiable to assure maximum allocation of points for each category.

Submittals sent through the U.S. Mail are done so at the risk of the prospective vendor and should be addressed to the City of Bay St. Louis, in care of the City Clerk's Office, 688 Highway 90, Bay St. Louis, Mississippi, 39520. The City is NOT responsible for submittals that arrive in the mail after the designated opening time. Submittals may also be delivered in-person to the City Clerk's Office.

Consulting Firms desiring to provide services, as described in the Scope of Work, shall submit sealed proposals in an original and five (5) complete hard copies along with an electronic copy on a jump drive.

All submittals must be on file with the City Clerk no later than 10:00am on April 3, 2025. All submittals must be sealed and clearly marked on the outside of the envelope as "RFP FOR GRANT ADMINISTRATOR".

Responses submitted by "Express/Overnight" services must be in a separate inner envelope/package sealed and identified as stated in the previous sentence. Envelopes not so marked are submitted at the risk of the prospective submitter, and the City assumes no responsibility for the premature opening of same by any City employee.

The City Clerk or Authorized Representative will meet at the City Hall Conference Room at 10:00am on April 3, 2025 and will then and there open the proposals. The administration will then take the proposals for review and consideration to make a final recommendation to the city council. The governing body reserves the right to reject any and all proposals and to waive informalities.

For more information, please contact Mike Reso, City Clerk for the City of Bay St. Louis, MS at 228-466-5457 or mreso@baystlouis-ms.gov.

Publish Dates: Thursday, March 13, 2025 and Thursday, March 20, 2025.

Comprehensive Disaster Recovery Management Services

PROPOSAL CERTIFICATION

Proposers Signature: _____ Date: _____

By Signing above, I Certify that I have carefully read and fully understand the information contained in this RFP; and that I have the capability to successfully undertake and complete the responsibilities and obligations of the Proposal being submitted and have the authority to sign Proposal on behalf of my organization. It is the offeror's responsibility to assure that all addenda have been reviewed prior to proposal submission.

BY (Printed): _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

TELEPHONE: _____

EMAIL: _____

The proposer supplies the information recorded below for use in the preparation of the contract documents, in event of contract award:

1. Please indicate type of business organization:
   - ☐Proprietorship
   - ☐Partnership
   - ☐Corporation
   - ☐Limited Liability Co.
2. If business is a Corporation, please answer the following questions:
   a. Name and title of officers, authorized by Corporate Resolution, who will execute the contract on behalf of corporation (generally President and Secretary).
      _____
   b. Firm is incorporated in what state?
      _____
   c. If firm is a foreign corporation, does firm have a certificate of authority from the Mississippi Secretary of State? Yes or No

3. If business is a Partnership, please answer the following:
   a. Name in full or all general partners and addresses:
   b. Is this a limited or general partnership?
   c. If a limited partnership, what is the state of registration?
   d. If business is a foreign limited partnership, does business have a certificate of authority from the Mississippi Secretary of State?

4. If business is a Proprietorship, please answer the following:

   a. Name of owner:
   _____

5. If business is a limited liability company, please answer the following:

   a. List the names and titles of managers or member-managers who will execute the contract on behalf of the company?
   _____

   b. What is the state of organization?
   _____

   c. If business is a foreign limited liability company, does business have a certificate of authority from the Mississippi Secretary of State?
   _____

COST PROPOSAL FORM

The hourly labor rates shall include all applicable overhead and profit. All non-labor related other than direct costs will be billed to the City of Bay St. Louis at cost without mark-up.

POSITIONS	**HOURLY RATE**
Project Executive	$
Subject Matter Expert	$
Project Manger	$
Project Accountant	$
Senior Closeout Specialist	$
Closeout Specialist	$
Other:_____	$
Other:_____	$
Other:_____	$
Other:_____	$

OTHER REQUIRED POSITIONS

The consulting firm may use other required positions as necessary with the written approval of the City. All such positions and applicable hourly rates shall be listed in the price schedule.

The employment of unauthorized aliens by a Consulting Firm is considered a violation of Section 274A (e) of the Immigration and Nationality Act. If the Consulting Firm knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of any contract resulting from this solicitation. This applies to any sub-contractor used by the Consulting Firm as well.

Payment

1) The unit price of all personnel to be provided by the Consulting Firm shall be at the firm's standard billing rate.
2) All labor rates are to be fully burdened to include all taxes, benefits, handling charges, equipment, mileage, rentals, per diem, housing, reproduction supervisory tasks, overhead, profits and any other expenses necessary to the execution of a contract to developed as a result of this RFP.
3) Invoices will be processed for payment only after approval of the Public Works Director or his/her designee. Approval for payment shall not be granted until appropriate deliverables are received and determined to be consistent with the scope and accurate.

COST PROPOSAL FORM

The hourly labor rates shall include all applicable overhead and profit. All non-labor related other than direct costs will be billed to the City of Bay St. Louis at cost without mark-up.

POSITIONS	HOURLY RATE
Project Executive	$ 205.00
Subject Matter Expert	$ 225.00
Project Manger	$ 185.00
Project Accountant	$ 105.00
Senior Closeout Specialist	$ 145.00
Closeout Specialist	$ 125.00
Other: Preparedness/Response/Recovery Consultant IV	$ 165.00
Other: Preparedness/Response/Recovery Consultant III	$ 145.00
Other: Preparedness/Response/Recovery Consultant II	$ 120.00
Other: Preparedness/Response/Recovery Consultant I	$ 105.00

OTHER REQUIRED POSITIONS

The consulting firm may use other required positions as necessary with the written approval of the City. All such positions and applicable hourly rates shall be listed in the price schedule. The employment of unauthorized aliens by a Consulting Firm is considered a violation of Section 274A (e) of the Immigration and Nationality Act. If the Consulting Firm knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of any contract resulting from this solicitation. This applies to any sub-contractor used by the Consulting Firm as well.

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2) Invoices will be processed for payment only after approval of the Public Works Director or his/her designee. Approval for payment shall not be granted until appropriate deliverables are received and determined to be consistent with the scope and accurate.

Section 4: Additional Positions to Cost Proposal

A copy of the City's cost form has been provided in this section.

Tetra Tech has provided additional positions that may be required to fulfill the City's requested scope of services in the table below.

Title	Hourly Rate
Senior Program and Administrative Support	$110.00
Program and Administrative Support	$65.00
Senior IT Support	$175.00
IT Support	$120.00

The hourly rates are fully burdened to include overhead and profit. Non-labor expenses shall be invoiced as follows: (1) travel expenses including airfare, car rental, and fuel shall be invoiced at cost without markup; (2) lodging shall be invoiced up to the per diem rate according to the US. General Services Administration (GSA) rates established at www.gsa.gov (3) meals and incidentals shall be invoiced at the GSA per diem rate (receipts are not required); (4) mileage for personal vehicles shall be invoiced at the federally published rate; and (5) other required non-labor expenses as may be applicable to the project shall be invoiced at cost without mark-up. Hourly rates for subsequent years shall be subject to an annual adjustment based on the latest yearly percentage increase of the Consumer Price Index for All Urban Consumers (CPI- U) (All Items) as published by the Bureau of Labor Statistics, U.S. Department of Labor.

Section 3: Capability

Project Understanding

The City of Bay St. Louis is no stranger to recovering from disaster events. The City's location along the Gulf Coast puts it at risk of being impacted by tropical storms, hurricanes, and other events that may cause repetitive flooding. Tetra Tech understands that the City is seeking the services of a vendor to support grant administrative services for past and future disasters. The City is committed to expediting financial recovery while mitigating future risks. Through the resulting contract, the City aims to secure expert guidance in navigating complex FEMA reimbursement processes, enhancing infrastructure resilience, and developing comprehensive disaster recovery strategies.

The vendor selected for this solicitation should have the expert knowledge and experience as well as the extensive resources to support the City with all of the critical functions identified in the City's RFP – and Tetra Tech is that partner. Our team is well qualified to provide services spanning across the disaster recovery continuum, including FEMA PA, FEMA 404 and 406 Hazard Mitigation, and CDBG-DR services, as well as a wide variety of technical and support services that may be needed by the City. **Our understanding of the City's disaster recovery management approach and continuity of staff results in a faster and more efficient ramp up, followed by streamlined service delivery.**

Overview of Approach

Tetra Tech's singular focus for the City is to provide best-in-class federal grant program management expertise and disaster recovery support. From events like hurricanes which threaten health, safety, and property, to a disaster such as the COVID-19 pandemic which impacts the everyday lives of all City residents, Tetra Tech will provide post-disaster, grant and financial management services that are scalable to the City's needs. The Tetra Tech team will work side-by-side with the City to deliver on our promise throughout recovery.

Tetra Tech's comprehensive approach to grant management is built on the foundation that preparedness, response, and recovery are not separate functions, but are interconnected phases of a robust disaster recovery strategy. With decades of hands-on experience, we have honed our ability to rapidly assess disaster impacts, coordinate large-scale debris monitoring operations, and implement recovery efforts that align with FEMA, FHWA, and other federal and state reimbursement guidelines. This approach ensures that emergency response is not just reactive but anticipates recovery needs from the beginning



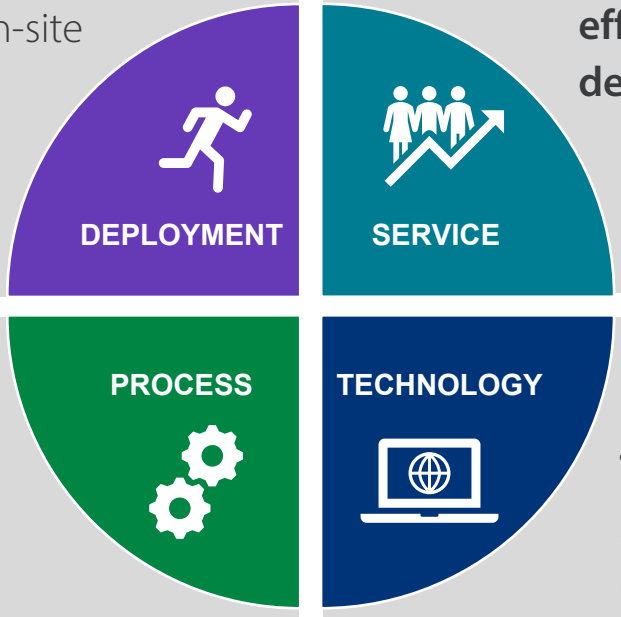
Due to our team's extensive and broad-based disaster recovery and grant program management experience, including direct experience working with the City, Tetra Tech has the necessary expertise to assist the City with the development and implementation of disaster recovery projects. The Tetra Tech team provides the City with utmost federal grant program subject matter expertise and transparency into project operations to deliver a model program. We look forward to working side-by-side with the City from project formulation through grant administration and closeout to expedite the City's disaster recovery initiatives.

Tetra Tech possesses the extensive experience in disaster recovery programs, grants management, and regulatory compliance to ensure that the City maximizes federal and state funding opportunities while maintaining full adherence to applicable laws and policies.

It is crucial that the City selects a trusted partner with expertise and capacity to execute the requested services efficiently and cost effectively.

The solutions detailed in this proposal are designed to leverage Tetra Tech's proven expertise in deployment, processes, service, and technology to deliver the requested services.

Tetra Tech is recognized for our ability to rapidly respond following a disaster. We can provide staff on-site within **48-72 hours** of notification.



Our solutions are built on experiences from our current work with the City to **efficiently and effectively deliver** the scope of work.

We will deliver high quality, audit-ready files to **quickly secure, disburse, and retain funding.**

Tailored technology solutions drive efficiency and accuracy throughout the project lifecycle.

Rapid Deployment

Our project team is prepared to mobilize immediately to begin scope of work preparation. We have prepared a qualified and dedicated team of experienced project managers and subject matter experts for this critical project.

- ✓ Local office locations
- ✓ Qualified experts
- ✓ Digital collaboration

We have used these staffing and mobilization tools to support more than **$70 billion of post-disaster service contracts including COVID-19 recovery projects and activities.** Our goal is to support the City in its time of need with the right staff, at the right time, for the right amount of time. We will rapidly mobilize resources in the pre-funding support activities to begin application development for disaster recovery projects.

Service

Tetra Tech's methodology includes a team of committed experts. Our service model is designed to efficiently and effectively meet the City's needs. We ensure that the City has the capacity to manage federal grant requirements to reduce risk and facilitate timely expenditure of grant funds by prioritizing compliance, advocacy, and customer service.

- ✓ Data-driven staffing
- ✓ Reduced costs
- ✓ Expedited funding
- ✓ Individual service
- ✓ Program compliance
- ✓ Clear communication
- ✓ Proven responsiveness

Tetra Tech's proven methodologies for assisting clients after large disasters integrate data-driven staffing ratios to reduce costs and expedite recovery programs. For the City, this includes an **adaptive staffing model** based on the stage of project application, funding approval, or implementation. This methodology emphasizes advocacy and compliance, meaning that our team promptly and thoroughly supports the City throughout the disaster lifecycle. This staffing philosophy is designed to ensure agile responsiveness to the City's needs.

Process

Our federal grant program management methodology sets the standard for client service and engagement across the disaster recovery and mitigation industry. Our approach is informed by direct experience with the City and federal agency policies, systems, and tools assisting subrecipients after large disasters.

- ✓ Audit-ready files
- ✓ 1:1 engagement
- ✓ Federal compliance
- ✓ Risk assessment

We deliver high quality, audit-ready files to allow the City to not only quickly implement its grant-funded programs but, more importantly, ensure the funding is retained. Our methodology emphasizes community outreach, advocacy, and federal compliance, meaning that our team aims to integrate seamlessly with other contractors and City staff. This project philosophy ensures clear communication for all stakeholders and agile responsiveness to our clients and their constituents.

Technology

Tetra Tech's scalable technologies streamline the grant management process. Our *RecoveryTrac*™ suite is a fully featured disaster and grant management application designed to address the needs of grant managers, clients, and subrecipients. This robust software tracks all phases of the grant cycle, including enrollment, data intake, approval, payment, and closeout. Our *RecoveryTrac*™ software provides cloud-based data management and analytics for documentation, processing, and submittal, as well as real-time tracking of damage assessments, site visits, inspections, and any other identified data need. We will utilize our extensive *RecoveryTrac*™ technology to intake, track, and organize project documentation and materials.

- ✓ Cloud-based data management
- ✓ Easy to use web interface
- ✓ Information intake
- ✓ Documentation retention
- ✓ Quantitative and qualitative data capture

Response to Scope of Work (SOW)

Our firm is committed to fulfilling the primary mission to help the City recover from disasters. We are prepared to lead the City's effort by leveraging federal funds to deliver a comprehensive disaster grant management program.

Our approach takes input from the community and applies best practices from across the nation. This approach is based on more than $70 billion of disaster grant funding experience and decades of individual staff experience working with clients across the U.S. to maximize reimbursement and obtain available disaster-related funding from federal funding sources, including the FEMA, HUD, FHWA, USACE, and the U.S. Department of Agriculture (USDA) NRCS. Our services will include:

- Program Design
- Technical Assistance
- Grant Identification
- Documentation Support
- Compliance
- Pre-Audit and Audit Support
- Eligibility assessments
- Financial Management
- Subrecipient Management
- Communications
- Reporting
- Executive Briefings
- Inter-Departmental Coordination

In addition, Tetra Tech offers the City the most comprehensive set of additional services of any firm in the emergency response industry. Included below is a summary of the services offered by Tetra Tech and teaming partners that may be needed in the event of a disaster response.

- Strategic planning/action planning
- Subrecipient grant management
- Program management
- Emergency response planning
- Emergency Operations Center (EOC) staff augmentation
- Call center, logistic, and communication support
- Field data collection and reporting (dashboards)
- Air quality evaluation and testing
- Construction management services
- Continuity of operations staffing for critical infrastructure

Prioritizing Recovery Projects

Following catastrophic disasters, Tetra Tech has assisted clients throughout the country in managing recovery operations from end to end. We understand how important it is to align recovery projects with the mission and vision of the community and to prioritize projects that support the community's goals and objectives. We want to ensure the City not only recovers from a disaster but also maximizes opportunities to build back stronger. This requires coordination with key stakeholders to assess and address the following elements of community resilience as identified in the National Disaster Recovery Framework (NDRF).

SOW Item 1: FEMA Public Assistance Advisory Services

Tetra Tech's FEMA reimbursement technical assistance consulting services involve providing guidance and technical assistance for project applications and programs for disaster reimbursement related to response and recovery efforts on behalf of our clients. Tetra Tech has far-reaching experience in assisting clients in post-disaster grant application, administration, program management, and project delivery, including direct experience with all funding categories of the FEMA PA Program. Our team has extensive experience assisting local and state governments with navigating this process and works with officials to properly manage and document work that is eligible for federal funding through FEMA programs. Our experience supporting clients with FEMA programs includes:

- FEMA PA Program
- Section 406 mitigation and Section 428 alternative procedures program
- FEMA Hazard Mitigation Grant Program (HMGP)
- Section 404 mitigation
- FEMA Individual Assistance (IA) Program
- FEMA Flood Mitigation Assistance Program (FMA)

Disaster Recovery Service Plan



Tetra Tech's grant administrators document eligible work and organize such documentation in an audit-ready format for future review. This includes guidance requiring that subrecipients monitor the expenditure of funds and document such expenditures in a manner that will satisfy regulatory audits in the future. This includes applicable local ordinances, state and federal laws, federal regulations such as 2 CFR 200, and other Federal grant requirements.

Our team will deliver a program that can guide the City through the cost reimbursement cycle. Tetra Tech will employ its time-tested, four-step CASE Management Approach to the federal grant program.

Step 1 - Collect the Data.

The biggest challenge we face is obtaining necessary data quickly and completely. We have found time and time again that our ability to work together to collect the data upfront will lead to success as we monitor the City's spending and build reimbursement documentation. We employ a number of methods to collect, store, and report data, including rapid and detailed program assessments, one-on-one meetings with departments to collect and secure data, and Microsoft PowerBI to report on the status of the project.

Result: We have the most robust data management capability in the industry. The City can trust our team to collect and manage the most critical data throughout each phase of the City's grant programs.

Step 2 - Analyze the Projects.

Whether it is analyzing thousands of labor records, assessing plans to make emergency purchases, identifying mitigation measures to protect damaged assets, or designing a multi-billion-dollar economic recovery program, the Tetra Tech team has unparalleled expertise the City may need to support recovery. Tetra Tech will work closely with the City from the beginning of our engagement to understand the project status, scope, and goals to determine the best course of action.

Result: We are committed to delivering national experts with a local perspective to deliver solutions. There is no problem too big for our team to solve.

Step 3 - Submit to FEMA.

We understand the need to expedite the recovery process and keep pace with program timelines. We have found that the best way to do this under FEMA's Delivery Model is actively working within the construct of FEMA's GrantsPortal side-

by-side with Tetra Tech's proprietary *RecoveryTrac*™ Technology data management tool. Aligning these systems will result in the ability to transmit data more quickly to FEMA and the City, maintain visibility in the status of its programs, and quickly illustrate when funds have been obligated. Our ability to integrate these programs has been a transformative tool that has led to a more streamlined and transparent process.

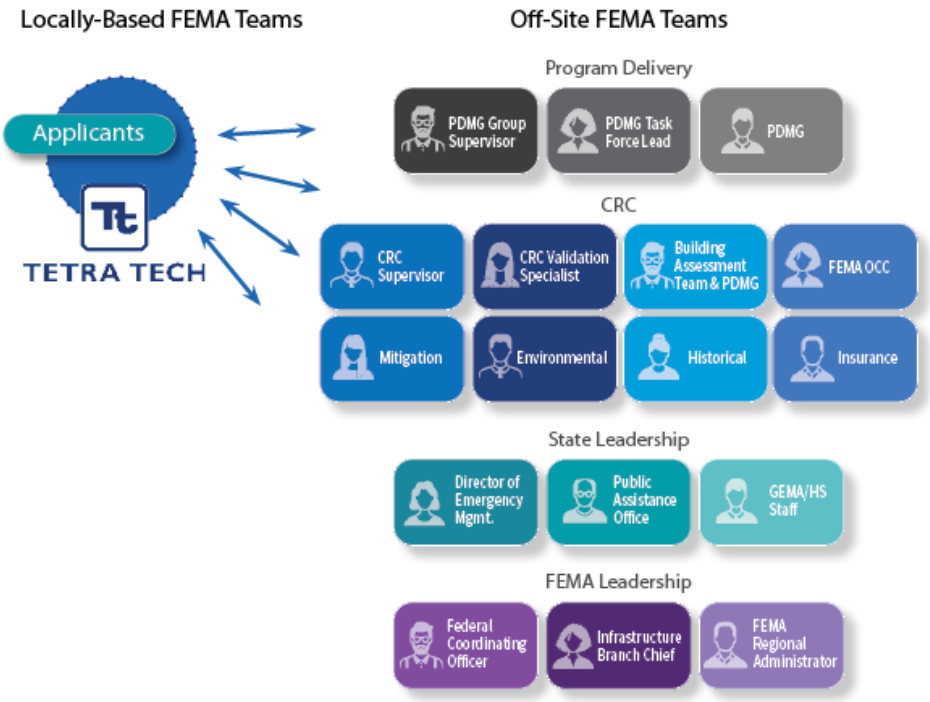
Result: We are committed to providing a rapid and compliant program that meets federal requirements for program administration, spending, and reporting.

Step 4 - Expedite the Requests.

When a project is submitted to FEMA for review, Tetra Tech is with the City each step of the way. Within each of the steps, FEMA and State personnel must review the submission. This often results in one or more RFIs or specialized requests or meetings. These requests must be dealt with timely and with the appropriate amount of information to maintain that the PW does not stall in the process or get moved to a previous step. Our team has responded to tens of thousands of RFIs and submissions of Essential Elements of Information (EEIs) as well as DURs for Detailed Damage Descriptions since 2017.

The exhibit below shows the number and types of personnel often involved in the process. After large disasters like Superstorm Sandy or the current COVID-19 pandemic, the City could be dealing with over 30+ FEMA and/or State personnel throughout the course of the programs, ranging from multiple Program Delivery Managers and Site Inspectors to dozens of staff located at FEMA's remote Consolidated Resource Center (CRC) to FEMA and State leadership.

Tetra Tech Helps Local Applicants Navigate FEMA's Complexities



Result: From best-in-class customer service to timely delivery of information, our team will stand beside subrecipients as they interact with the complex layers of FEMA staff involved in recovery, acting as the subrecipient's intermediary and advocate every step of the way.

FEMA Meeting Attendance

Our team members have worked with our clients to lead or participate in over hundreds of FEMA Exploratory Calls, Recovery Scoping Meetings and State/FEMA Applicant Briefings. In an effort for subrecipients to be prepared for the initial FEMA meeting, we will conduct pre-calls for the following:

Exploratory Call: Tetra Tech will provide example scripts and questions used by FEMA in past Exploratory Calls for subrecipients to review. We will work with the City as a "dress rehearsal" for the Exploratory Call.

Recovery Scoping Meeting (RSM): Tetra Tech will have the first draft of the Damage Inventory (DI) within forty-eight (48) hours of the City and FEMA scheduling the RSM. We will request that the City provide comments back within twenty-four (24) hours, and we will incorporate comments immediately. We will have electronic and printed copies of the DI prior to the official RSM for distribution to FEMA, the City, and the departments.

Throughout the course of our engagement, Tetra Tech may also be called upon to support ad hoc or scheduled meetings with the State and FEMA staff. These meetings may include 406 mitigation proposal reviews, ad hoc meetings with CRC / informal RFI meetings, regularly scheduled meetings, and additional meetings to maintain project forward momentum/progress.

Our approach will include pre-calls and preparation prior to meetings with FEMA. This will include preparation of agendas, PowerPoint slides, technical memorandums, and technical studies. In each meeting Tetra Tech will also provide notes from FEMA meetings, which will be made available to all participants to memorialize the discussion.

SOW Item 2: FEMA 404 and 406 Hazard Mitigation Grant Program

Tetra Tech maintains a best-in-class hazard mitigation team with expertise in maximizing the benefits of utilizing this program, including reducing future losses for residents and the federal government by identifying and producing hazard mitigation proposals that:





- Incorporate resiliency measures;
- Maximize the amount of hazard mitigation funding for the City;
- Utilize proven cost-effective mitigation measures (FEMA's Appendix J, 100% rule, and Benefit Cost Analysis tool);
- Ensure the most up-to-date federal and state environmental guidelines are followed
- Apply Wind and Flood Retrofit best practices (FBC, ASCE); and
- Ensure possible opportunities to incorporate hazard mitigation are maximized.

> Tetra Tech is FEMA's Region 6, 7, and 8 Hazard Mitigation Technical Assistance Contractor for the suite of Hazard Mitigation Programs.

Hazard mitigation is an essential tool to break the cycle of damage due to disasters. Tetra Tech is a leader in assisting states and municipalities in hazard mitigation planning and program execution. As the recovery to a disaster begins or preparations are made prior to a future disaster, it is critical that all operations consider available hazard mitigation opportunities. The Tetra Tech team has the expertise and experience to coordinate the City's efforts to support the consideration of all mitigation options. Tetra Tech provides the following services:

- Mitigation Program Administration
- Mitigation Planning and Hazard Assessment
- Section 404 and 406 Mitigation Integration

- Hazard Mitigation Assistance (HMA) Program Application(s) and Implementation (HMGP, FMA, and L-PDM/CDS)

Subrecipients participating in the FEMA PA Program can access Section 406 Mitigation funds during the development of PWs for damaged public facilities. The Section 406 program is designed to enhance the facility's ability to perform against future disasters, thus protecting it from repetitive loss. By maximizing Section 406 Mitigation opportunities, the City can reserve more finite funding sources such as HMGP or CDBG-DR to satisfy other unmet needs. Increasing the use of Section 406 Mitigation funds will also add to the total amount of PA funds, thereby increasing the HMGP funds made available to the State.

404 Hazard Mitigation Grant Program Support

At the City's request, the Tetra Tech team will assist with identifying future mitigation grant opportunities to supplement the disaster-related mitigation programs through FEMA's 404 Hazard Mitigation Grant Program (HMGP) or Flood Mitigation Assistance (FMA) program. Tetra Tech is prepared to assist the City with all Hazard Mitigaiton Assisstance (HMA) programs including both HMGP and FMA services, including preparing applications, conducting outreach to potential property owners, developing application scopes, assessing cost-effectiveness (benefit-cost analyses or BCA's), regulatory clearances, grant implementation during the period of performance, and audit and closeout services. Currently, Tetra Tech is assisting communities in Iowa, Florida, North Carolina, Georgia, California, Hawaii, Mississippi, Pennsylvania, New Jersey, New York, South Carolina, Florida, and Texas, including the City of Houston with Hazard Mitigation Assistance (HMA) grants including both HMGP and FMA.

Did You Know?

Our team has successfully worked with the City of Houston on the Flood Mitigation Assistance (FMA) grant over the last two years alone to obtain $38.9M in federal funding for Home Elevation grants. This unprecedented commitment by the City and the Tetra Tech team will contributed to over 100 homeowners in the floodplain to elevate their homes out of harm's way.

Additionally, over the past 4+ years we've assessed drainage issues associated with the City's drainage system and have reviewed hundreds of Capital Improvement Plan (CIP) projects for funding eligibility.

406 Hazard Mitigation Grant Program Support

With all permanent work PA projects, the Subrecipient has the option to request hazard mitigation measures as part of the project – termed a hazard mitigation proposal (HMP) – which can be funded up to an equivalent amount of 100% of the eligible repair or replacement costs. Where an HMP is 15% or less of the project cost, the HMP can be immediately approved by FEMA during project formulation. HMPs that are >15% but <100% that are from FEMA's pre-approved list of mitigation measures (aka Appendix J) are considered automatically cost-effective and approved during the project formulation process. For HMP >100% the Subrecipient must submit a BCA (minimum threshold ratio of 1:1) to FEMA for approval prior to starting the work.

428 Program Election Support

Section 428 projects are funded up to the fixed cost estimate for eligible repair, replacement, and mitigation work, and if actual costs are less than the fixed estimate, the Subrecipient may retain the excess funds for other approved uses. The Subrecipient may prepare and submit an estimate to FEMA for validation or may choose to allow FEMA to prepare the estimate. FEMA will validate each estimate for cost reasonableness, and if the estimate is within 10% of the local average weighted unit prices or industry standard construction cost data, will accept the Subrecipient's estimate.

Excess funds may be used for other approved or eligible work but cannot be used to offset the 10% local cost share. The Subrecipient,

Tetra Tech has unmatched depth in the areas of Benefit Cost Analysis (BCA) on 406 and 404 mitigation projects.

Our team is experienced in utilizing social and economic benefits to increase BCA ratios when handling some of the most complex projects.

FEMA, and the State have 12 months from declaration to reach agreement on the fixed cost estimate. Project formulation (DDD, eligible SOW, HMP approval) follows the same policies as Section 406 project development, and projects may be consolidated during formulation to allow maximum flexibility in developing the SOW. The governing grant document is a Fixed Cost Estimate Subaward Agreement Letter. Individual project estimates greater than $5 million will be reviewed by a FEMA expert panel.

HMGP Grant Monitoring

The lifecycle of a project from grant award through closeout requires clear communication with the State and FEMA. Often changes in project scope requiring a change order or the request of an extension of a project's period of performance may be required. These must be submitted with appropriate supporting documentation to the State and FEMA for approval. For some changes there are procurement requirements that must be followed to avoid a de-obligation of funds. Additionally, if FEMA denies a request or determines some work was ineligible, the action may trigger an appeal process. In addition, quarterly reporting requirements and regular documentation management must occur to keep the project on track.

Tetra Tech will provide grant monitoring services, which includes:

- Project administration
- Construction inspection (as requested)
- Time extension requests
- Quarterly reporting
- Issues resolution
- Project amendments
- Payment processing

Additionally, as updates and adjustments to HMGP policies are made, such as the Hazard Mitigation Grant Program Management Costs (Interim) Policy and the replacement of the Pre-Disaster Mitigation program with the BRIC program, Tetra Tech will develop info sheets and conduct briefings with City staff to highlight and crosswalk policy changes and implications for new or ongoing HMGP projects. Furthermore, Tetra Tech's subject matter experts have decades of policy experience and have applied novel remedies, methods, and approaches to enable solution sets and common ground to develop between applicants, FEMA, and the State to resolve roadblocks and facilitate issue resolution and project progress.

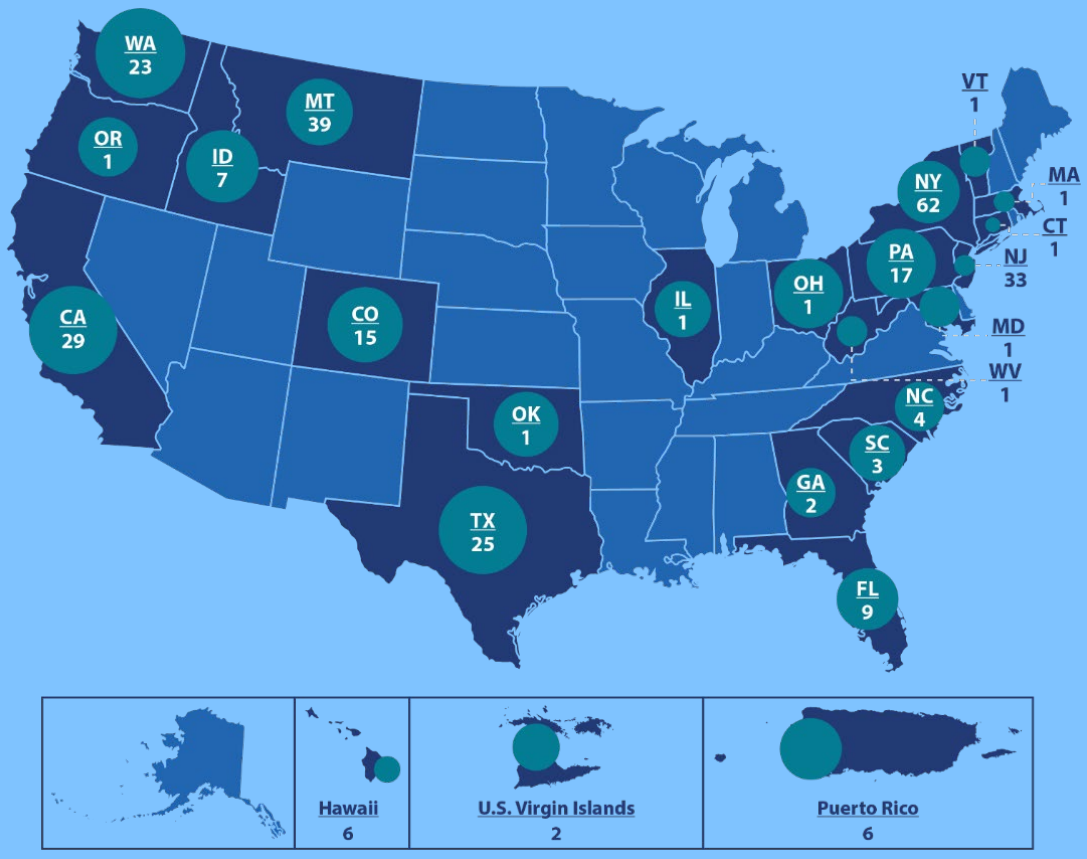
Hazard Mitigation Plan Development/Update

Tetra Tech has 20 years of experience in local, tribal, and state HMPs. We stay well-informed of new FEMA requirements and employ state-of-the-art hazard modeling to create enhanced planning products. Further, we have proven experience in integrating climate change threats and adaptation and resilience measures as part of the hazard mitigation planning process.

Each of our hazard mitigation planning projects has met the requirements of state or federal grant programs to provide continued access to funding. The planning projects noted on the map and in the table below involved working in partnership with the communities, counties, tribes, special purpose districts, and states to reduce natural risk and increase community resilience. This included conducting detailed vulnerability assessments and integrating changing future conditions to help prioritize an action plan and pave a pathway to implementation. Many of these planning efforts included the original plans and subsequent 5-year updates due to our continued strong relationships and dedication to reduce risk in these communities.

Tetra Tech has Developed more than 250 Mitigation and Resilience Planning Projects Nationwide

- State
- Local (City/County)
- Tribal Nations
- Special Purpose Districts



The Table below identifies recent HMP efforts performed by the Tetra Tech team, inclusive of detailed risk assessments and identification of mitigation and adaptation strategies. In many cases, we have worked with these same HMP partners 2-3 times developing their original and updating their plans every five years.

Hazard Mitigation Planning Experience Since 2018

FEMA Region	State	Jurisdiction(s)
I	MA	State: State of Massachusetts
I	CT	State: State of Connecticut
II	NJ	State: State of New Jersey; Counties: Burlington, Camden, Cape May, Essex, Gloucester, Hudson, Hunterdon, Mercer, Morris, Passaic, Sussex, Warren
II	NY	Counties: Broome, Cattaraugus, Cayuga, Chenango, Cortland, Dutchess, Erie, Genesee, Herkimer, Lewis, Livingston, Monroe, Onondaga, Orleans, Otsego, Putnam, Rockland, Suffolk, Tioga, Tompkins, Ulster, Westchester, Wyoming, and Yates
III	MD	Jurisdictions: Baltimore
III	PA	Counties: Armstrong, Bedford, Chester, Dauphin, Delaware, Fulton, Lancaster, Lehigh and Northampton (joint plan), Pike, Schuylkill, and Westmoreland
III	WV	State: State of West Virginia
IV	FL	Counties: Walton
IV	GA	Counties: Atlanta-Fulton (AFCEMA), Gwinnett
V	IL	Counties: Cook
V	OH	Counties: Franklin
VI	TX	Counties: Fort Bend, Frio, Galveston, Harris, Llano, San Saba, and Smith Jurisdictions: Brownsville Public Utilities Board, and Sugar Land
VIII	CO	Counties: Douglas, Routt
IX	CA	State: State of California; Counties: Contra Costa, Del Norte, Humboldt, Los Angeles, San Mateo, Sonoma, Tri Valley (Livermore, Pleasanton, and Dublin), and Ventura; Water Districts: Crescenta Valley, East Orange, Marin Municipal, Metropolitan; Jurisdictions: Concord, Los Angeles, Norwalk, Oakland, Pico Rivera, and Roseville; Tribal: Santa Ynez Band of Chumash Indians
IX	HI	State: State of Hawaii; Counties: Hawaii, Honolulu, and Kauai
X	ID	State: State of Idaho; Counties: Ada, Canyon, and Gem; Universities: Boise State
X	OR	Jurisdictions: Portland
X	WA	Counties: Adams, Chelan, Cowlitz, Grant, Lewis, and Thurston

**City plans are inclusive of their incorporated and unincorporated areas; and often involve special purpose districts and tribal nations.*

Enhanced Risk Assessments

Tetra Tech is a national leader in quantitative risk assessments for hazards, maximizing infrastructure continuity, and implementing countermeasure and resilience strategies to reduce hazard risk. Our team of expert threat and risk professionals, security analysts, emergency managers, and military planners have identified and continue to refine and implement a catalog of countermeasures across the country that address underlying risks and position organizations to better withstand the impacts and consequences of future disasters.

Tetra Tech's founding principle is to lead with science. As such, our team recognizes that risk assessments are not static and uses state-of-the-art technology, practices, and concepts to identify natural, technological, and human-caused risks and threats that provide a realistic, comprehensive understanding of the potential impacts to people, infrastructure, technology, supply chain, and facilities. We also examine how changes in conditions (i.e., development, climate) impact the assessments and integrate this information into our development of recommendations by assessing their feasibility and analyzing alternatives. This concept, called "risk-informed planning," provides professionals with the ability to measure the risk reduction impacts of preparedness in the future to provide cost-effective mitigation solutions today.

Tetra Tech's modular approach to threat, hazard, vulnerability, and risk assessment incorporates a combination of a quantitative risk assessment and specification of specific countermeasures that will directly reduce our clients' organizational risk. Our team carefully customizes the scope and methodology of each assessment to meet the specific needs and goals of each of our clients based on their business and the markets they serve. In response to the diverse needs of our customers, our recent work has included on-site asset evaluations, employee interviews, plan reviews, scenario development, quantitative modeling, risk ranking, and countermeasure identification and implementation.

As noted above, Tetra Tech has worked on over 250 mitigation and resilience planning projects - each have included detailed risk assessments. Our team develops detailed asset inventories to evaluate structure/infrastructure-specific loss estimations that help inform mitigation and adaptation strategy identification. We have evaluated risk and vulnerability for the following natural hazards of concern: climate change; dam failure; drought; extreme temperature; flood (coastal, riverine, urban/stormwater); landslide; sea level rise; seismic; storms; tsunami; and wildfire.

In addition to the planning projects listed in the table above, the following table summarizes additional hazard-specific risk assessments to further demonstrate our experience.

Additional Example Hazard-Specific Risk Assessments

Project	Description
State of Idaho P-154 Seismic Vulnerability Assessment	Tetra Tech is currently completing a seismic vulnerability assessment of targeted critical facilities in 4 south-eastern Idaho counties and part of its update to the Idaho State Hazard Mitigation Plan. This assessment applied the FEMA P-154 Rapid Visual screening protocol for pre-disaster planning. Over 110 structures are being assessed in Bear Lake, Caribou, Franklin, and Oneida Counties. Once the P-154 screening process is completed, a loss estimation will be performed using the Advanced Engineering Building Model (AEBM) in Hazus. The deliverable from this project will be a resilience toolkit for each of the 4 counties and will identify resilience strategies for the vulnerabilities identified by the assessment. Each of the counties will then be able to use the toolkits to inform future updates to the local hazard mitigation plans and identify projects for future grant applications.
City of Los Angeles, CA – Comprehensive Flood Hazard Management Plan - Update	Tetra Tech completed the 5-year update to the 2015, City of Los Angeles Comprehensive Floodplain Management Plan. The 2015 plan was also prepared by Tetra Tech. The objective of this planning process was to maximize the City's credit potential under its Community Rating System (CRS) program. There is significant flood risk within the City of LA. With over 6500 structures at risk, over 9000 flood insurance policies in force exceeding $5.6 million per year in premium, enhancing its benefits under the CRS program is very important. A comprehensive flood hazard risk assessment was conducted for multiple flood scenarios (10, 50, 100 and 500-year events). This risk assessment

Project	Description
	was utilized to communicate the flood risk to residents as well as identifying and prioritizing flood loss reduction actions.
City of Houston, TX Hurricane Harvey Flood Mitigation	To support HMGP application development, Tetra Tech performed hydraulic and hydrology modeling to further understand the flood risk and aid in the identification of a mitigation project designs post-Hurricane Harvey. In addition to the flood study, Tetra Tech performed engineering design, and generated a project budget, scope, and schedule. The projects required review of existing models and development of post-project models to determine the level of effectiveness.
City of Port Moody, Canada Extreme Weather Resilience Plan	The focus of this plan was to identify solutions to adapt to the changing climate by adjusting decisions, behaviors, and activities to account for existing or expected changes in climate while not increasing greenhouse gas emissions. The plan considers current and future climate projections and assessed the vulnerability of the population and a subset of the City's community lifelines to the following events: coastal storms; extreme cold; extreme heat; increased precipitation (rain/snow); and long dry spells.
Orange County NY Military Installation Resilience Study	Tetra Tech worked with Orange County, the U.S. Military Academy/U.S. Army Garrison-West Point and its surrounding communities to identify and analyze risks to the electric energy supply. The hazards aligned with the Hazard Mitigation Plan including flood, high winds, and seismic. Infrastructure-specific risk was assessed, and projects identified and prioritized to increase energy security to the study area through a collaborative process with stakeholders and the general public.

Community Rating System Support

As a national leader in technical support for communities wanting to maximize their CRS Program potential, Tetra Tech helps these communities join or increase their CRS Program ranking. Tetra Tech's depth of understanding of the DMA 2000, NFIP, and CRS Programs allows us to develop and conduct a plan process that supports these programs, promotes participation, and increases the benefits to the local program administrators and policyholders. We currently have existing **on-call contracts with three of the four highest-rated communities in the nation:**

- Roseville, California – CRS Class 1
- King County, Washington – CRS Class 2
- Pierce County, Washington – CRS Class 3

Tetra Tech develops HMPs according to the CRS 10-step methodology for mitigation plan development in an effort to maximize Activity 510 points. In addition, our team develops Repetitive Loss (RL) Area Analyses to support CRS ratings. For example, our team has conducted these analyses for Los Angeles County and the City of Los Angeles, California. The City of Los Angeles scored 426 points, and the County of Los Angeles scored 466 points, both inclusive of the RL Area Analysis component.

Substantial Damage Response Planning

In the aftermath of the impacts for Hurricane Harvey, substantial damage program administration was identified as a large gap in local capacity and capability by FEMA Region 6. The size and severity of that incident event caught many communities ill-prepared to apply their regulatory responsibility of substantial damage determination for structures properties located in the SFHA. Tetra Tech staff led the execution of a FEMA HMTAP task order to provide technical support to FEMA Region 6 to develop tools, templates, and protocols for the development of Substantial Damage Response Plan (SDRP) under its Ideal State initiative, to help communities build their local capacity and capability to be better prepared to respond in the aftermath of a major incident event, especially as it pertains to maintaining NFIP compliance.

Tetra Tech developed a model SDRP approach and supporting tools and templates that ensure that an SDRP is scalable, agile, and adaptable to any scenario. The communities varied in size and capability, had been recently impacted by significant events, and had significant deficiencies identified by FEMA during post-event Community Assistance Visits (CAV). The SDRPs were scaled to each community's capabilities and capacity. The lessons learned from these planning

efforts resulted in the development of a model SDRP, a suite of two-page fact sheets on how to develop an SDRP, and outreach materials that could be used by Region 6 to promote the Ideal State Initiative.

Environmental and Historic Preservation Reviews

Since 2007, Tetra Tech has completed EHP reviews for more than 31,000 individual projects and properties. Our EHP team can support all facets of the National Environmental Policy Act (NEPA) process, Section 106 support, Section 7 compliance, Executive Order 11988 Floodplain Management), and Executive Order 11990 (Protection of Wetlands) compliance.

Flood Modeling

Tetra Tech has over two decades of experience studying flooding problems and solutions for the USACE, NRCS, state agencies, and local agencies. Our expertise and knowledge in evaluating hydrologic systems is applied on specific water resource project types, including: water resource and flood damage assessment; stormwater infrastructure and drainage assessment and design; flood control design (including dams, channels, levees, detention basins and bank protection); hydraulic structure designs; erosion/sedimentation studies; stream restoration and wetland design projects; dam and levee safety evaluations; reservoir operation/optimization studies; flood control and floodplain management studies and mapping; development of flood warning systems; dam break flood studies and contingency planning; and surface and groundwater supply analysis.

SOW Item 3: Financial and Grant Management Support

Tetra Tech will provide experienced professionals with extensive experience in large-scale disaster management and related audit services. The Tetra Tech team will provide guidance and assistance to the City on documentation requirements, keeping in mind the 2 CFR 200, HUD, and other federal agency's documentation retention requirements. Specifically, we will help to institute processes that validate that projects are fully supported and "audit ready," based on the cost types claimed. We will confirm that the process includes a checklist/program guide to make grant and applicants aware of all required documentation for the major different cost types incurred.

Critical review points include documentation demonstrating proper procurement and contracting and supporting documentation is used given contracting type (e.g., lump sum, unit price, force account). Other areas of consideration include review of submitted charges for duplicate billings, compliance to state and federal labor requirements and other areas where overcharges typically occur, such as overhead & profit markups, labor burden claimed on force account, or duplicate billings.

We frequently review appeals databases and Department of Homeland Security, Office of Inspector General (DHS-OIG) reports to identify trends and common challenges in federal grant management, with a focus on proactive risk mitigation. Our goal is not to only complete after-action reviews and implement remediation procedures after misses or near misses, but to also pre-empt potential challenges based on prior experience and industry awareness. These preventive policies help avoid potential issues in compliance, reporting, and program administration without learning "the hard way."

In addition to our technical assistance function, our team members are also former members of state and federal grant management entities. We maintain relationships with FEMA at the highest levels and engage in a non-confrontational, collaborative working relationship with FEMA representatives to minimize difficulties and expedite program delivery.

While Tetra Tech will work with FEMA, the State, and the City to proactively resolve funding challenges through our collaborative approach, applicants have the legal right to appeal decisions and judgments made by the federal government if resolution cannot be reached. Tetra Tech will implement a systematic approach by which appeals are researched (including the PA Appeals Database reviews), developed, and submitted. If a first appeal to the FEMA regional administrator is unsuccessful, Tetra Tech will assist the City with drafting the second appeal for submission to the national

director of recovery. In the event that we would be engaged by the City to assist in an appeal, we have a legal support team that will collaborate with the City and Tetra Tech on the legal/FEMA policy-related components of the appeal.

Categorizing, Recording, Tracking, and Filing for Financial Reimbursement

Tetra Tech has time-tested cost tracking SOPs used to evaluate the City's cost documentation, including document management integration and associated digitization. This approach represents a comprehensive end-to-end solution for the City that will be web-enabled so that reviewers will have real-time access to the most up-to-date cost and supporting data. Taken to its next logical step, this solution can be accessed by federal agencies, such as FEMA and HUD, to perform review without incurring the expense of traveling to project sites.

Internal Controls and Compliance Monitoring

The Tetra Tech team helps clients identify, understand, and manage risks through internal controls and compliance monitoring. Our team will apply our extensive experience in internal controls, risk management, regulatory compliance, and technology to provide a full range of control and risk advisory services. Our team will assist in evaluating processes and controls, perform testing, and recommend control enhancements to mitigate overall program risk.

Review of Contracts and Procurement

Tetra Tech utilizes a procurement checklist contained in Tetra Tech's Standard Operating Procedures (SOPs) in the review process of disaster procurements and contracts. The checklists contain requirements from the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (44 CFR 13.36-FEMA's purchasing regulation) as well as requirements from the Federal Highway Administration such as Form FHWA-1273 and associated requirements identified in the Contract Administration Core Curriculum Participant's Manual and Reference Guide of 2006, and OMB Super Circular 2 CFR 200.

For the City of Philadelphia, Tetra Tech helped the City develop its own Grants Compliance and Controls Guide as a grants manual for all COVID-19 funding sources. This document helped guide documentation collection across the City and establish a unified standard for audit compliance which was utilized in subsequent Controller audits. Additionally, this valuable resource can be used as a framework for the City to utilize beyond COVID-19.

Our team has performed 100+ 2 CFR 200 contract eligibility reviews.

Our team knows the ins and outs of grant management, having worked for Grantees like Louisiana, Connecticut, Vermont, Puerto Rico, Massachusetts, Florida, and New York.

Fraud, Waste, and Abuse

Our team's approach is focused on fraud prevention and deterrence, continuous improvement of current anti-fraud controls and fraud detection and monitoring with data analytics. We employ a flexible, case-sensitive approach to each fraud investigation. We will implement procedures including review, approval, and the related controls to detect potential duplicate payment requests during claims processing. We will use various data analytics tools to identify anomalies in claims, including data extraction techniques to prevent and detect duplicate payments.

When we identify an expense or claim that requires further analysis, we will request additional information from the vendor to supplement any claims that we deem deficient. We will design specific templates, including types of costs and the support that will be needed to adequately support the claims. The goal of requesting additional information will be to reimburse the costs, not deny payments. Therefore, we will work with the City to address all avenues before we deny any costs submitted for reimbursement.

Financial and Schedule Management

During the program initiation phase, the master schedule and budget baseline define projects to a common level through the definition of the work breakdown structure (WBS). As projects advance through the delivery lifecycle, the master schedule will be updated to reflect the additional scope and schedule details or adjusted when unforeseen obstacles arise.

The Tetra Tech Team will control the master schedule with input from all stakeholders and will analyze impacts from individual projects or activities programmatically. We have extensive experience in all aspects of project scheduling for many different project delivery methodologies. Our project controls professionals bring decades of scheduling experience to this contract and are fluent in a full range of software applications. The master schedule will:

- Provide a logical, structured, and feasible timeline for completing the program within the specified time highlighting compliance requirement.
- Identify the critical path from kickoff through final completion and closeout emphasizing dates for key deliverables submittal.
- Assist the program team in monitoring and measuring the program's progress, focusing on early identification and mitigation of variances.

The program master schedule progress and budget performance will be updated on a regular basis throughout the life of the project. Monthly, the Tetra Tech Project Manager will perform the following reviews:

- **Program Schedule Review:** As part of the monitoring and control processes, the Tetra Tech Program Manager will review all projects included in the master schedule on a monthly basis and provide any updates or adjustments to the City Project Management Team.
- **Budget Performance Review:** The program budget will be monitored and provided to the Project Manager, including approved Task Order amounts, actual costs, forecasted costs, and average spend by task. Any trending above or below benchmarks will be brought to the attention of City Program Manager and remedy or redirection will be discussed.
- **Disbursement Tracking:** Tetra Tech will track, review, verify, and approve funds distributed as requested by City. The Tetra Tech Team will be responsible for the steps of verification of costs and reconciliation.
- **Monitor and Report Overall Program Costs:** A key role of the Tetra Tech Program Manager is that of financial management. Accurate and timely reporting on actual costs, forecasting of accrued costs, and comparison to percentage of work completed and schedule are integral to effective program management.
- **Monitor/Report on Subcontractor Costs:** Tetra Tech will monitor and report on subcontractor cost to ensure they are in alignment with the overall approved cost approved by City Project Manager and that they remain the best value to the project management team.

Cost Controls

Tetra Tech has time-tested cost tracking SOPs used to evaluate the City's cost documentation, including document management integration and associated digitization. This approach represents a comprehensive end-to-end solution for the City that will be web-enabled so that reviewers will have real-time access to the most up-to-date cost and supporting data. Taken to its next logical step, this solution can be accessed by federal agencies, such as FEMA and HUD, to perform review without incurring the expense of traveling to project sites.

Project Cost Documentation

As one of the world's largest engineering firms with clients around the globe, Tetra Tech's cost estimating experience includes high profile reconstruction projects like Houston's Wortham Theater after Hurricane Harvey, to large complex infrastructure projects such as the Inner Harbor Navigation Canal Lake Borgne Surge Barrier construction near the confluence of and across the Gulf Intracoastal Waterway, and the Mississippi River Gulf Outlet near New Orleans.

Our team has reconciled over $70B in federal grants related documentation.

Our team knows the ins and outs of grant management, having worked for Grantees like Louisiana, Connecticut, Vermont, Puerto Rico, Massachusetts, Florida, and New York.

Eligible Purchase Review

Tetra Tech can assist in the collection and review of documentation from City departments, including review and analysis of:

- Collected documentation so that costs are reasonable and eligible
- Collected documentation so that the work and costs are adequately documented, are included in the approved scope of work, and are deemed eligible
- Invoices and receipts by checking the dates and amounts so the dates fall within the disaster event range and are reasonable for the purchase
- Contract labor timesheets by checking dates and hours worked per employee so the dates fall within the disaster incident period and are recorded as direct labor required as a result of the disaster
- Force account labor timesheets, including special issues like exempt employees, benefits/policies in place, and 40-hour threshold issue; reconciliation of force account labor, equipment, and material data

Reasonable Cost Analysis

The Tetra Tech team is highly experienced in performing forensic cost reasonable analyses, which is useful if procurement issues arise when a PW is challenged by FEMA. As an engineering firm with over 30,000 technical professionals and staff, we have all the resources needed to defend a cost challenge by FEMA, from the simplest road repair to a billion-dollar levee repair or wastewater system plant relocation. No matter the PW, Tetra Tech has the internal staff resources to assist the City with defending its PWs successfully.

Tetra Tech will prepare, on behalf of the City, completed packages for submission through Grants Portal for obligation and Requests for Reimbursement (RFR) to the State, including:

- Audits of claimed costs by comparing documentation and dates with the project scope of work and period of performance for the following:
    - Contract labor
    - Materials/supplies
    - Force account equipment
    - Force account labor
        - Including special issues like exempt employees, benefits/policies in place, and 40-hour threshold issue
- Ensure all work complies with the federal procurement requirements and environmental and historic preservation rules and regulations
- Reconciliation of force account labor, equipment, and material data
    - Avoiding possible duplication of benefit issues in projects which may have insurance coverage or be the responsibility of other federal agencies
    - Cost summary creation

Regulatory and auditing agencies can efficiently search and review electronic project files as required, and the *RecoveryTrac*™ system data is exportable and allows for importation into other applications such as the FEMA GrantsPortal.

Appeal and Audit Actions

Tetra Tech will provide experienced professionals with extensive experience in large-scale disaster management and related audit services. The Tetra Tech team will provide guidance and assistance to the City on documentation requirements, keeping in mind the 2 CFR 200, HUD, and other federal agency's documentation retention requirements. Specifically, we will help to institute processes that validate that projects are fully supported and "audit ready," based on the cost types claimed. We will confirm that the process includes a checklist/program guide to make grant and applicants aware of all required documentation for the major different cost types incurred.

Critical review points include documentation demonstrating proper procurement and contracting and supporting documentation is used given contracting type (e.g., lump sum, unit price, force account). Other areas of consideration include review of submitted charges for duplicate billings, compliance to state and federal labor requirements and other areas where overcharges typically occur, such as overhead & profit markups, labor burden claimed on force account, or duplicate billings.

We frequently review appeals databases and Department of Homeland Security, Office of Inspector General (DHS-OIG) reports to identify trends and common challenges in federal grant management, with a focus on proactive risk mitigation. Our goal is not to only complete after-action reviews and implement remediation procedures after misses or near misses, but to also pre-empt potential challenges based on prior experience and industry awareness. These preventive policies help avoid potential issues in compliance, reporting, and program administration without learning "the hard way."

In addition to our technical assistance function, our team members are also former members of state and federal grant management entities. We maintain relationships with FEMA at the highest levels and engage in a non-confrontational, collaborative working relationship with FEMA representatives to minimize difficulties and expedite program delivery.

Our team has worked with FEMA to integrate 20+ improvements into FEMA's Grants Portal system.

In 2020, Our team met with FEMA Leadership multiple times on issues related to COVID-19 that has led to policy changes to the betterment of subrecipients across the U.S.

While Tetra Tech will work with FEMA, the State, and the City to proactively resolve funding challenges through our collaborative approach, applicants have the legal right to appeal decisions and judgments made by the federal government if resolution cannot be reached. Tetra Tech will implement a systematic approach by which appeals are researched (including the PA Appeals Database reviews), developed, and submitted. If a first appeal to the FEMA regional administrator is unsuccessful, Tetra Tech will assist the City with drafting the second appeal for submission to the national director of recovery. In the event that we would be engaged by the City to assist in an appeal, we have a legal support team that will collaborate with the City and Tetra Tech on the legal/FEMA policy-related components of the appeal.

Tetra Tech's close relationships with federal agencies results in a collaborative, nonconfrontational approach. This cooperative approach results in strong working relationships, frequent discussions, fewer disputes, and a faster, more efficient recovery process that ultimately generates higher financial reimbursement to our clients. As previous and current clients will attest, our relationships with FEMA and HUD have allowed us to be strong advocates for our clients' needs and to achieve truly successful results.

Final Inspections

To close out large projects and receive remaining funds, the City must request a final inspection and submit a closeout form through the State. Tetra Tech will conduct final inspection activities alongside the City and the State. In addition to

physically conducting the final inspections for projects, Tetra Tech will assist with writing closeout versions to large project PWs and any final project accounting.

Support for Audit Processes and Activities

Tetra Tech's transparent reporting capabilities allow our clients to seamlessly provide federal and state agencies with the necessary information in the case of an audit or review.

Insurance and Other Funding Support

The prevention of duplication of benefits (DOB) is not only helpful, its statutorily required. The City is required to identify and pursue any and all alternate sources of funding for its recovery, including insurance, risk pools and similar risk mitigation funding sources. Properly identifying any applicable schedules of values, policies and coverage documents is crucial and tying damaged elements of covered properties is challenging. Tetra Tech will review all applicable coverages and work with the City to determine the nature of each claim- all with an eye toward maximizing the use of ALL funding sources and fully complying with all DOB prevention requirements.

Our team of insurance recovery professionals is ideally suited to assist the City in addressing this scope of work. Sometimes DOBs can be created by insurance or similar vehicles held by the City. Sometimes, there mya be potential DOBs created by work provided to disaster survivors by the City as well. This section outlines highlights of our approach to assist the City in an expedited recovery, maximizing reimbursement, and limiting future liability for the City and affected survivors/property owners.

Our approach to maximizing disaster recovery funding includes engaging insurance companies to account for insured and uninsured losses as well as understanding and submitting deductible payments for reimbursement. Services to be provided by Tetra Tech during this task include the following:

- Gather, review, and summarize insurance policies
- Accompany insurance adjuster to damage site (if applicable)
- Obtain insurance adjuster's summation of damage
- Develop or review insurance claim filing
- Monitor status of claim processing
- Confirm that insurance claim proceeds are reconciled to appropriate project
- Record receipt of insurance proceeds on grant application to demonstrate subrogation and non-duplication of benefit

Managing insurance claim funding requires careful attention to avoid duplication of benefits and grant funding deobligations during closeout. Tetra Tech will confirm that insurance claims are properly filed, and the resulting proceeds are accounted for accurately to protect the applicants against such events.

Additionally, our team has experience implementing processes and procedures to identify and track duplication of benefits received from insurance, SBA, or other federal sources and analyzing how these benefits impact the applicant award eligibility based on federal regulations and program guidelines.

With other clients, we are engaged with preventing duplication of benefits with the services provided to homeowners through debris removal and remediation projects- often property by property.

Project Owner Data Collection and Analysis

Project Milestones

Building a complete picture of the insurance recovery process is essential. Tetra Tech's team members are experts in the digitization and correlation of data for each property. Our process is built on making a digital link between all documents and communication and then associating our team's analysis to determine the appropriate duplication of benefits that need to be eliminated by property. Important pieces of the overall picture that are tied together in the database include:

- Rights-of-Entry (ROEs)
- Communications with property owners and insurance companies
- Debris removal reports
- City costs for debris removal
- Insurance documentation
- Insurance proceeds payments
- Refunds for overpayment of insurance proceeds
- Determinations of uninsured properties
- Closeout letters

Project Constraints

Timing of the availability of the documentation of the cost incurred by each property from the City is the main driver of the ability to determine the actual duplication of benefit concerns for each property owner. In implementing the insurance recovery program, special attention to balancing program activity with the availability of these City costs is imperative to maintain a reasonable insurance recovery project budget.

Determine Duplication of Benefit and Collection of Eligible Proceed

Project Milestones

- Using the documentation collected during outreach, Tetra Tech will review information concerning insurance and duplication of benefit to identify the amount of proceeds that will need to be remitted to the City.
- One of the major successes of the Tetra Tech insurance recovery process is working with insurance companies that have not paid the property owners. These companies can have the insurance proceeds sent directly to the City eliminating redundant property owner interface. Our team can provide all invoices, bulk documentation ROE and Individual Property Report (IPR) access, and file uploading capabilities for insurance companies to process their claims in an efficient and timely manner.
- To expedite the insurance proceeds recovery process, Tetra Tech utilizes our case management software package *RecoveryTrac*™ to create, send, store, and track invoices to insurance companies or property owners.

Project Constraints

- During the recovery process insurance companies provide varying levels of support. At times it may be necessary to work with the Georgia Office of Insurance and Safety Fire Commissioner to provide guidance to the City and insurance companies.
- Property owners that have already received the available proceeds of an insurance policy may choose not to cooperate with the insurance recovery process. Tetra Tech will document all attempts made by the City to recover insurance proceeds from these property owners to be able to provide documentation to state and federal authorities of the reasonable efforts taken to alleviate duplication of benefit concerns.

Required Approvals by the City

- Tetra Tech will assist in scoping work processes and policies for the City for property owner refund and reduction requests from duplication of benefit due to additional debris removal costs being incurred outside of the City's program. When necessary, Tetra Tech will seek the City's approval for individual requests for reductions or refunds.
- There will be times when individual property owners have a difference of opinion on the amount of insurance proceeds that need to be permitted to the City based upon Tetra Tech's review. Our team will support the City in these situations to comply as fully as possible with federal and state regulatory requirements.

Identifying Additional Funding Sources

Tetra Tech has a long history working with subrecipients to identify alternative funding sources. We understand how federal funding sources can work in concert to reduce local financial impacts to the City, such as FHWA's Emergency Relief (ER) Program, NRCS Emergency Watershed Protection (EWP), HUD's CDBG-DR, CDBG-MIT or CDBG-CV programs, Treasury Coronavirus Relief Program (CRF) and State-level funding such as Senate Bill 7 – Local Cost Share assistance. For those projects that may require a local funding component, we will work with the Finance Department and departmental representative to identify and apply for this assistance, working this into cash flow projections and final cost calculations.

Our team members have decades of experience working within HUD's CDBG program eligibility framework, successfully leveraging public funds for our clients. We work with jurisdictions to develop action plans, complete applications, and identify, evaluate, and prioritize recovery projects, focusing on HUD eligibility. The Tetra Tech team has worked with dozens of communities across the nation to ensure that HUD-funded recovery programs are launched and implemented with long-term sustainability, risk reduction and elimination, and community safety and resiliency in mind.

For projects with multiple sources of funding, such as FEMA Public Assistance, our team has helped coordinate project details and separate the scopes of work for the different funding sources in the grant documentation. This tracking helps prevent the duplication of benefits, facilitates the invoicing process, and maximizes the available match funding. Our team is familiar with calculating duplication of benefits in accordance with the Stafford Act for subrecipients of HUD housing funds and for infrastructure and public facilities projects. We verify duplication of benefits by researching funding source databases, insurance documentation, and researching other available funding sources.

Throughout the recovery process, Tetra Tech identifies and clarifies required project cost share match provided by HUD for use on FEMA Public Assistance and Hazard Mitigation Projects. In a gargantuan effort, Tetra Tech staff is currently supporting the tracking and reconciliation of the CDBG-DR matching funds provided to Puerto Rico for Hurricane Maria. Our staff has reviewed thousands of individual projects to ensure compliance with the match requirements using the global match concept as a guide.

Tracking and Reconciliation

The Tetra Tech team is equipped with a deep bench of engineers and professionals with a vast array of project cost estimation experience across many different project types. This will assure the City that stated project costs are defensible under the grant program targeted for a project. This includes design/engineering, mobilization, construction, project management, and administration costs.

Tetra Tech has supported communities in both blue-sky and post-disaster scenarios to identify projects and align the best funding sources (federal, state, regional, local, and private) for implementation to ensure our clients achieve their resilience goals. This involves identifying funding sources at the planning stage, but further evaluating the project scope against each grant's technical and qualitative criteria to ensure competitive.

Tetra Tech has developed a Project Evaluation Tool to screen projects against the FEMA Notice of Funding Opportunity evaluation criteria listed for BRIC and FMA. It enables the user to enter in their projects using an electronic form with simple yes/no questions and additional minimal information. The tool calculates a score per project; the higher the score, the

more competitive the project is under the grant program. This powerful analysis allows departments to compare multiple projects across the same funding program and assist with selecting which project is best to advance to the application phase. This tool may be offered to the City to assist with project identification and alignment with potential funding sources; it may also assist with prioritization which projects to apply for FEMA funding.

Refer to the table below for a few project examples that summarize our experience developing a project budget and aligning with funding sources.

Example Experience Developing Project Budgets and Aligning Funding Sources

Project	Description
Floodwall Project for Redhook, NY	The floodwall project in Redhook is a $150 million project funded under HMGP and it will protect over 1,400 structures. Tetra Tech prepared the phase 1 BCA and will be completing phase 2 BCA when engineering and design are approved by FEMA.
Lake Houston Dam Flow Control Gates, Houston, TX	The Lake Houston Dam Flood Control Gates project is a $37 Million project funded under HMGP that will protect over 3,500 structures. Tetra Tech prepared the phase 1 BCA and will be completing phase 2 BCA when engineering and design are approved by FEMA.
City of Pasadena, TX Stormwater project	The City of Pasadena stormwater project is a $150 Million project funded under HMGP that will protect impact over 2,900 structures. Tetra Tech prepared the phase 1 BCA and will be completing phase 2 BCA when engineering and design are approved by FEMA.

Maximizing Federal Funding

We understand how federal funding sources can work "in concert" to reduce local financial impacts to the City, such as FHWA's Emergency Relief (ER) Program, NRCS Emergency Watershed Protection (EWP), HUD's CDBG-DR, CDBG-MIT or CDBG-CV programs, Treasury Coronavirus Relief Program (CRF) or American Rescue Plan Act (ARPA). For those projects that may require a local funding component, we will work with the City and its representatives to identify and apply for innovative sources of assistance, working this into cash flow projections and final cost calculations.

Whether it is analyzing thousands of labor records, assessing the plans to make emergency purchases, identifying mitigation measures to protect damaged assets, or designing a multi-billion-dollar COVID-19 economic recovery program, the Tetra Tech team has unparalleled expertise the City may need to support its recovery efforts. Tetra Tech will work closely with the City from the beginning of our engagement to understand the project status, scope, and goals to determine the best course of action.

Tetra Tech is a **turnkey provider** that can perform an all-inclusive approach, and with a national reputation for quality, reliability, and capacity to handle a variety of services. We have decades of experience in upholding regulatory compliance, which is imperative for large, complex programs that implement innovative concepts for whole community recovery.

As a **full-service engineering firm with expertise in federal grant compliance,** Tetra Tech is able to support development, design, prioritization, delivery, and closeout of a wide range of projects, from infrastructure engineering to disaster debris monitoring.

Tetra Tech has assisted clients throughout the country following catastrophic disasters manage recovery operations from end to end. The Tetra Tech team's primary mission is to aid the City with eligibility, administration, and compliance issues surrounding federal funding allocations. As grant programs and City needs evolve and new program requirements and guidance are released, we serve as a trusted advisor to modify programmatic SOPs and other procedures to mitigate risk of noncompliance.

The Tetra Tech team has a deep pool of policy and regulatory experts and can provide answers to the most complex regulatory questions. Tetra Tech provides valuable insights for our clients as they navigate Federal program

implementation. As indicated by our qualifications, Tetra Tech provides consulting services for government programs across the United States mainland, Puerto Rico, and the Virgin Islands, including FEMA PA, FEMA IA, FEMA HMGP, CDBG-CV, CDBG-DR, CDBG-MIT, HOME, FEMA, Treasury programs, and many others. Our team approaches policies and regulation questions with a thoughtful, collaborative process that produces sound results that the City can use to navigate the regulations and policies for tracking costs for programs pursued through this contract.

Tetra Tech has Federal Policy Groups composed of subject matter experts focused on reviewing and analyzing federal funding passed to state, tribal and local governments through new and existing programs for economic, whole community recovery. New information is frequently being released by the federal government in the way of additional funding, guidance documents, and Frequently Asked Questions (FAQ), and our team is immediately primed to analyze and report on impacts to our clients' programs.

Tetra Tech develops recovery project spending projections and maintains an overarching expenditure dashboard to establish a basis to monitor expenditures and establish cost controls. These actions work toward mitigating the risk of unanticipated shortfalls in cash flow, provide a method for allocating grant expenditures, monitor and track to reduce duplication of benefits, and can forecast potential grant award amounts. In addition, we have assisted our clients with financial controls for requests for reimbursement and state audits as well as Office of Inspector General (OIG) capacity audits.

Federal Regulations Related to Disbursements for Disaster Recovery Operations

Government Accountability Office (GAO) Regulations	2 CFR 200	Single Audit Act and Audit-Related Guidance for Entities Receiving FEMA PA Funds	OMB Memorandums
OMB Disaster Relief Guidance	Davis-Bacon Act	FHWA Form 1273	Federal Accounting Standards Advisory Board (FASAB)
Generally Accepted Government Auditing Standards (GAGAS or Yellow Book)	American Institute of Certified Public Accounts (AICPA)	Cost Accounting Standards (CAS)	Federal Acquisition Regulation (FAR)
FEMA Public Assistance Program and Policy Guides (PAPPGs)	HUD CDBG-DR Administrative Manual	44 Code of Federal Regulations (CFR) – Various Sections	Robert T. Stafford Disaster Relief & Emergency Assistance Act
FHWA-ER Manual (2012)	OMB Updates to Federal Procurement Regulations	Sandy Recovery Improvement Act (SRIA)	Section 428 – Alternative Procedures Pilot Program (Debris Removal)

Along with the FEMA Public Assistance Program and Policy Guides (PAPPGs), other policies and guidance we track are:

- Procurement Under Grants Training | FEMA.gov
- Audit-Related Guidance for Entities Receiving FEMA Public Assistance Funds
- Mass Care/Emergency Assistance Pandemic Planning Considerations
- 2022 PA Simplification Memos
- Crisis Counseling Program
- FEMA Building Codes Strategy
- FEMA Flood Risk Management
- Fire Management Assistance Grants (FMAG)

- NEPA and Section 106 EHP
- PDAT and Procurement Guide and PDAT Contract Provisions
- FEMA 90/10 Cost Share Adjustments
- FEMA_Advisory_FEMA_Increases_Public_Assistance_Small_Project_Maximum_to_$1Million
- FEMA_New-recipients-of-disaster-grants-guide_2019
- Simplified Procedures Final Rule - Memo 08.03.2022
- The National Defense Authorization Act (NDAA) with prohibitions on grant funding made on August 18, 2020.

Tetra Tech works directly with our clients to identify and scope projects during the planning phase, align with competitive funding, conduct conceptual design and engineering during grant development, to full cost estimating and engineering for implementation.

Tetra Tech's Top 10: Maximizing Federal Grant Funding

1	Prepare a comprehensive **plan.**	Maintain a comprehensive disaster recovery plan that outlines the process for applying for federal funding, as well as the roles and responsibilities of state and local agencies, and other stakeholders.
2	**Coordinate** effectively with federal agencies.	Establish a strong working relationship with federal agencies, such as FEMA and HUD, to ensure that they are aware of the City's needs and are familiar with the City's recovery plans.
3	Use all available **resources.**	Make use of all available resources, including federal grants, low-interest loans, and other forms of assistance, to maximize funding and minimize impacts on affected communities.
4	Be ready to provide **documentation.**	Be prepared to provide the necessary documentation, such as damage assessments and cost estimates, to support funding requests through federal grant programs.
5	Be proactive in identifying **unmet needs.**	Actively identify unmet needs in affected communities and work with federal agencies to secure additional funding to address those needs.
6	Be **transparent** and accountable.	Be transparent and accountable in the use of federal funds, and provide regular updates on the use of funds and the progress of recovery efforts to the general public.
7	Maintain a focus on **timelines.**	Timeline and deadline management are critical in ensuring that the City's needs are met and that the City is in compliance with federal regulations.
8	Leverage in-state and **local expertise.**	Leverage in-state and local expertise to identify and prioritize the most critical recovery needs, and to develop and implement plans that will help to minimize the impact of future disasters and promote long-term recovery and resilience.
9	**Engage** the affected communities.	Involve the affected communities in the recovery process by keeping them informed and engaged throughout the process.
10	Partner with **experts.**	Partner with a disaster recovery consultant like Tetra Tech to have expert guidance in maximizing the federal funding available and prioritizing recovery projects across all grant programs.

Working with a Broad Range of Applicants

Our solutions are built on experiences from our current work with a broad range of federal grant funding applicants to efficiently and effectively meet both recipient and subrecipient needs. Tetra Tech's proven methodologies for assisting clients to expedite recovery programs by prioritizing compliance, advocacy, and customer service. **The Tetra Tech team has worked with all types of applicants in all types of scenarios.**

Experience with Types of Applicants

Throughout the course of completing countless response and recovery projects for more than two decades, we have overseen numerous federal grants, including PA, HMGP, FMA, IA, CDL, CDBG, ESG, CRF, CARES, ARPA, PDM, FHWA, FTA, and USDA-NRCS for the following:

- States
- Counties
- Cities
- Individuals
- Houses of Worship
- Small Businesses
- Non-Profit Organizations
- Agricultural Producers
- Public Utilities

Expertise in CDBG-DR

Tetra Tech has experience with HUD Community Development Block Grant Disaster Recovery (CDBG-DR) grant programs at every level, including program design, implementation, monitoring, and closeout. We have worked with a diverse range of clients, including Harris County, Texas; Richland County, South Carolina, St. John's County, Florida; the Commonwealth of Puerto Rico; Lexington County, South Carolina; the City of Houston, Texas; and more. We also have experience working with the HUD CDBG-MIT and CDBG-CV grant programs.

Tetra Tech specializes in providing comprehensive support for Community Development Block Grant Disaster Recovery (CDBG-DR) programs, focusing on efficient administration and effective assistance to local communities. Our expertise spans the entire spectrum of CDBG-DR, from planning and administration to implementation, ensuring alignment with the regulatory requirements outlined in 24 CFR 570 and any modifications or waivers issued through the Federal Register.

Our team comprises seasoned professionals with extensive experience navigating the complexities of HUD's CDBG program eligibility criteria. We have a proven track record of maximizing the impact of funds for our clients, leveraging resources to address critical recovery needs effectively.

We have worked with numerous jurisdictions to shepherd the client through the intricacies of disaster recovery. Our team has served the community to ensure applicants receive grace and guidance through the stringent eligibility criteria of federal funding programs. We work with our clients to ensure they are receiving quality applications and facilitate training and best practices are at the forefront of program implementation to ensure compliance with HUD. Our goal is to ensure all projects meet the requirements of federal funding, thus maximizing reimbursement to our client and reduce any potential of recapture.

Our approach emphasizes long-term sustainability, risk reduction, and community economic and safety resilience. By integrating these principles into our planning efforts, we empower communities to rebound from disasters with resilience and strength.

From Hurricane Sandy to Hurricane Harvey, along with countless other disasters across the U.S. and territories, our team of experts has supported recovery efforts across the country.

Reporting

We believe in the power of **data-driven decision-making,** leveraging cutting-edge software systems to generate comprehensive, customizable, and automated reports that provide real-time insights into performance. This transparency not only keeps everyone informed, but also fosters a culture of accountability and continuous improvement.

Tetra Tech dashboards allow for access and transparency in monitoring and controlling the project work, including constant validation of the scope, adherence to the schedule and associated costs, progress and effectiveness of quality control measures, and overall project team performance and activities. We continually monitor our operation to mitigate risks to the project

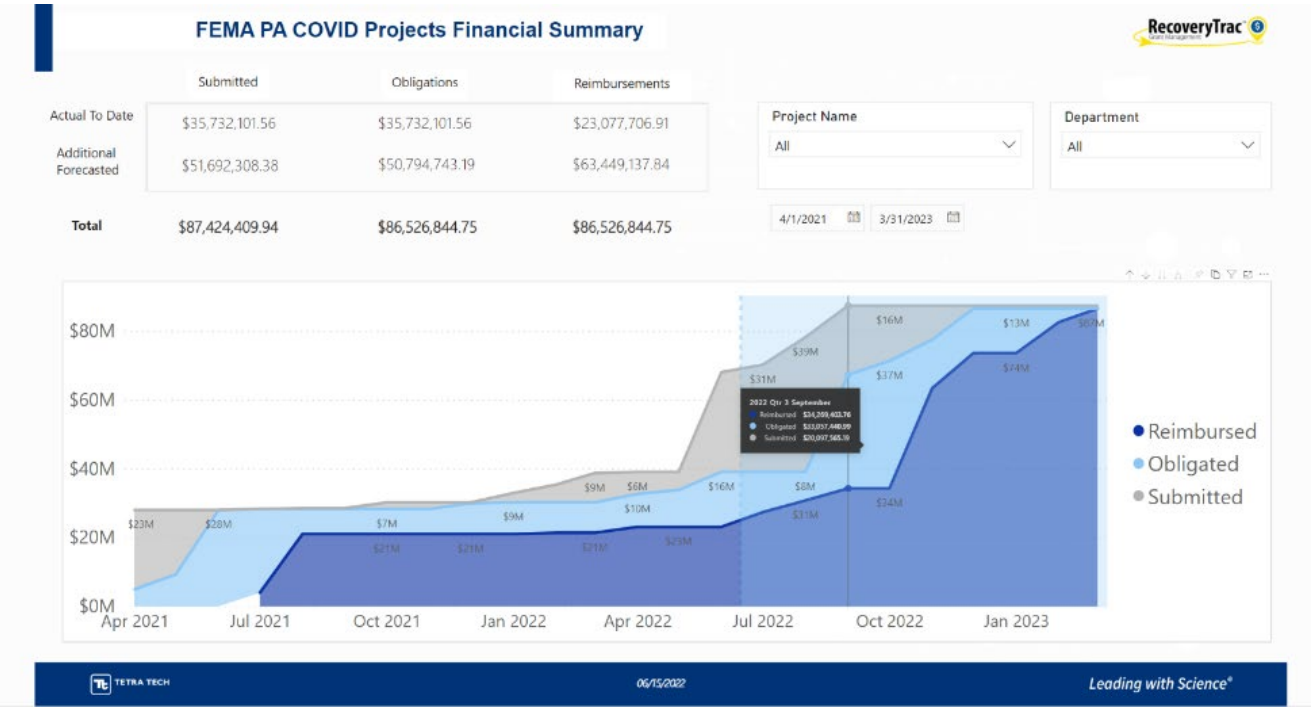
Progress Report Dashboard

The Tetra Tech Team will develop executive-level project status reports according to the requirements collected from the City, providing a dashboard summary of work performed and real-time performance metrics. Use of these executive-level status reports is important to keep all parties informed of ongoing work efforts in the field and to address any issues that may arise so they can be resolved quickly rather than becoming a systemic problem. We are strong believers in regular and frequent communication to achieve superior project results and as a way to keep disaster management projects on track.

Communication is especially important if staff turnover occurs by our federal partners over the course of the disaster recovery effort. The Tetra Tech Team will document the work that is completed weekly and provide minutes on all FEMA and State meetings and other work activities. This documentation is vitally important in establishing a clear record of approvals and sign-offs as staff changes occur over the duration of the project. The Tetra Tech Team will submit the weekly project status reports of these data as well as a snapshot of the executive-level project status report to the City. These work products will be stored in our *RecoveryTrac*™ Technology.

Sample *RecoveryTrac*™ Technology Progress Report Dashboard





Tetra Tech diligently measures project progression and performance to ensure scope tasks are conducted in accordance with the Project Management Plan. The Tetra Tech Project Manager will continue to monitor KPIs as described to determine if the project is on track. Tetra Tech will continually monitor project objectives to confirm that the quality of deliverables, effort, and cost are in alignment and to verify that project performance is tracking appropriately. If there are any issues identified, the Tetra Tech Program Manager will adjust the schedule and resources to ensure the project remains on track, seeking approval from the City where necessary.

SOW Item 4: Information Technology, Data Management and Reporting Support

Our team has spent years on research and development to streamline federal grant program documentation and data management functions, with a focus on minimizing the cost to our clients while improving the visibility of project operations. Tetra Tech offers a **scalable and fully featured program management application** designed to address the operational challenges faced during a federally funded project.

Our system provides real-time collection of data and offers multiple solutions to financial management, data management, reporting, and project controls. We have also worked with our clients to implement outsourced technologies based on individual needs.

Perhaps the most critical component of the grant process will be project reporting and providing visibility to the process. To maximize the efficiency and effectiveness of the program, the Tetra Tech team proposes using a suite of platforms specifically designed to capture the data points required throughout the lifecycle of the Program. The proposed data system was designed for the management and administration of documents, data, and information related to grant administration and project management.

Secure Integration	Designed to integrate and coordinate the activities of stakeholders to enhance production while maintaining security and compliance with information protection.
Process Driven	Streamlines complicated workflows to ensure proper work sequencing, reporting and critical path management. Process step notifications and task action management are key feature to enable the City to oversee the project's contractors.
Interoperable	Our software suite is designed with interoperability in mind. Securely sharing information in a variety of formats provide the ability to support and interact with City and contractor data systems.
Real-Time Information	Accurate real-time information aggregation and reporting is accomplished using several tools depending on the perspective of the user. *RecoveryTrac*™ visualization tools using industry standards Microsoft PowerBI and ESRI ArcGIS are linked to show real-time status that can be shared as needed from City to Stakeholder to Public supporting IIJA requirements.
Customized Reports	Tabular and bulk data are available to enable the City and authorized Stakeholders to allow development of reports and analysis of the project information streams. On-staff developers are available to assist with custom reporting needs on demand.

To maximize the efficiency and effectiveness of the program, the Tetra Tech team proposes using its *RecoveryTrac*™ system. The *RecoveryTrac*™ system was specifically designed for the management and administration of documents, data, and information related to grant administration and case management. The *RecoveryTrac*™ system is a scalable and fully featured disaster management application designed to address the operational challenges faced during a disaster recovery project. The system provides real-time collection of data and offers multiple solutions to financial management, data management, reporting, and project controls. We have also worked with our clients to implement outsourced technologies based on individual needs.

As a means of warehousing files, Tetra Tech utilizes the *RecoveryTrac*™ Data Management System as a secure, password-protected, online file-sharing platform to store electronic copies of the monthly progress reports, project work plan, files, and other project-related information. In this way, the City will have access to project-related information in one easy-to-access location without having to spend the time and expense of maintaining their own project filing system. To facilitate a streamlined approach to administering disaster grant programs, Tetra Tech has configured the *RecoveryTrac*™ system to organize and manage data and documentation associated with each of the programmatic areas.

Documentation and Reporting Services

Service Offering	Description
FEMA Reimbursement Technical Assistance Consulting	Tetra Tech's FEMA reimbursement technical assistance consulting services involve providing guidance and technical assistance for project applications and programs for disaster reimbursement related to response and recovery efforts on behalf of our clients.
FEMA Compliance Monitoring and Audit Oversight	Tetra Tech's grant administrators document eligible work in the field and organize such documentation in an audit-ready format for future review. This includes FEMA guidance requiring that grantees or subgrantees monitor the expenditure of funds and document such expenditures in a manner that will satisfy regulatory audits in the future.
Grant Application Development and Administration	Tetra Tech provides grant application development and administration, which involves providing grant program specialists to assist with the time-consuming process of gathering data and information required to develop grant applications to various agencies and programs.

Service Offering	Description
Financial Advisory	Tetra Tech provides financial advisory services involving the development of program budgets to provide transparency to grant recipients relating to the local cost share, the financial burden, and obligations for program participation.
Data & Documentation Management	Tetra Tech provides data and documentation management by storing grant-related data in a manner that provides efficient recall and review during closeout and auditing.
Contractor Invoice Reconciliation	Tetra Tech assists clients with contractor invoice reconciliation, which involves ensuring accurate payment to contractors and assigning incurred costs to funding sources to minimize local cost-share.
Regulatory Compliance Monitoring	Tetra Tech provides regulatory compliance monitoring by documenting proper regulatory compliance to maximize reimbursement and to avoid fines and site shutdowns, which slow the recovery process.
Project Scoping	Tetra Tech's grant reimbursement team can create scoping documents that involve developing scopes of work for grant funding projects, using key terminology, and highlighting awareness of historical precedence, which maximizes grant funding opportunity.
Management Cost Monitoring	Tetra Tech's *RecoveryTrac*™ proprietary monitoring software, will allow the City to monitor the amount of management costs available for administration various grant funding programs.
Grant Closeout	Tetra Tech assists clients' years after a disaster by providing closeout services. This includes developing a closeout package that is organized to satisfy grant closeout and auditing.

Dashboard Reporting

RecoveryTrac™ is a web-based application that provides the City with a real-time portal to the Tetra Tech team's project work. Tetra Tech will customize *RecoveryTrac*™ reports to meet the City's specific needs for both force account labor and contractor invoice records. Regulatory and auditing agencies can efficiently search and review electronic project files as required, and the *RecoveryTrac*™ system data is exportable and allows for importation into other applications such as the FEMA GrantsPortal.

Because Tetra Tech has managed FEMA PA, HMGP, and HUD grant programs for clients across the country, we can anticipate the information the State and FEMA will request to review throughout the entire grant lifecycle. We have built these requirements into our SOPs and our automated system for tracking and controlling costs. We provide transparent, concise, accurate, and routine information to state and federal agencies in aggregate and disaggregate formats as requested and needed. Our proprietary software allows us to run reports in real time that show a summary of costs to present to FEMA. We can generate these reports in various formats depending on what information is being requested. Our professional and knowledgeable staff can facilitate a presentation of summaries and reports that will provide the State and FEMA the information they need to support the City.

Tetra Tech will provide real-time data to the City using password protected dashboards that are updated constantly by the Tetra Tech Team. These dashboards will contain data regarding the status of subgrantee PWs in the system and their status. Tetra Tech will conduct daily briefings during the first 30 days of the engagement and biweekly meetings throughout the period of performance. To the extent required, Tetra Tech will provide status updates on activities undertaken, planned activities, successes, and alternative or corrective programmatic actions. All informational releases will be routed through City for delivery to the appropriate ESF #15 personnel for dissemination to the public or other appropriate parties.

Tetra Tech will provide real-time data to City using password-protected dashboards that are updated constantly by the Tetra Tech team. These dashboards will contain data regarding the status of subgrantee PWs in the system and their status.

Program Reports

In order for effective reporting to be achieved, key information needed for decision-making must be extracted and summarized from the large volume of data that is collected through the use of project controls processes and tools. We achieve this through a combination of reporting formats, content, data visualization, and careful analysis of the data to result in sound conclusions and recommendations.

Weekly Reports

The Tetra Tech team will prepare and submit a written report in electronic format to the City. The report will include information related to the key performance indicators (KPIs) agreed to with the City Project Management Staff during the kickoff meeting including numbers of applications, number of awards, denials, status, and the number of projects monitored and closed out.

Weekly Status Meetings

Tetra Tech's program manager will meet each week with the City to review the weekly status report and discuss any issues, concerns, or problems.

Monthly and Quarterly Progress Reports

Tetra Tech will submit monthly reports demonstrating accomplishments for the prior month to include production, quality, staffing, and any other criteria deemed necessary by the City pursuant to the contract. Additionally, Tetra Tech provides full visibility into the program progress and operations.

Tetra Tech understands the criticality of providing accurate, timely, and useful information to our clients. Arming the officials with such information and maintaining open lines of communication with applicants provides ample opportunity to identify trends in recovery operations and take appropriate actions if necessary to maximize the City's recovery.

Tetra Tech tailors data management tools so that the review and analysis of the data and preparation of tables and graphs is as automated as possible. This approach will provide consistency and accuracy to our reporting and give City staff the opportunity to review the data and provide their insights to make the reports more meaningful from a project delivery viewpoint.

Annual Performance Reports

We understand that the purpose of the Annual Performance Report is to provide a concise and insightful summary of progress that is suitable for executive-level review and potentially wider dissemination. The format will be provided to City for early review and comment.

Final Report

As the final deliverable provided by the Tetra Tech Team, the Final Report will capture the lessons learned and serve as a final accounting of the performance in program delivery. The Tetra Tech Team will begin the process of Final Report documentation before the end of the contract period to deliver a well-organized and insightful document that could serve as a roadmap for future successful projects. This approach is consistent with our "deliver with the end in mind" approach to program management.

Contractor Billing Oversight

Tetra Tech assists clients with contractor invoice reconciliation, which involves ensuring accurate payment to contractors and assigning incurred costs to funding sources to minimize local cost share.

Tetra Tech will tailor the *RecoveryTrac*™ Project Workflow Case Management System (CMS) to the City's needs. Tetra Tech will customize *RecoveryTrac*™ reports to meet the City's specific needs for both force account labor and contractor invoice records. *RecoveryTrac*™ has been designed to make an auditor's job easier by linking all costs to the proof of payment, invoice, and backup of the documentation to show the cost eligibility.

RecoveryTrac™
Grant Management

The *RecoveryTrac™* grant management system was specifically designed for the management and maintenance of documents, data, and information related to grant administration and case management. The result is a networked and highly functional framework for collecting, managing, and leveraging the flood of incoming data to visualize project projection and recovery in real time using customized dashboard reporting.



Key Features

Information is a critical ally when supporting a major community to stabalize in the wake of a disaster. Funding agencies require highly granular data to support grant application and reimbursement. Tetra Tech has configured the *RecoveryTrac™* grant management system to organize and manage data and documentation associated with each grant program in mind.

Real Time Statistics

Audit-Ready Data

Exporting Capabilities

Efficiency

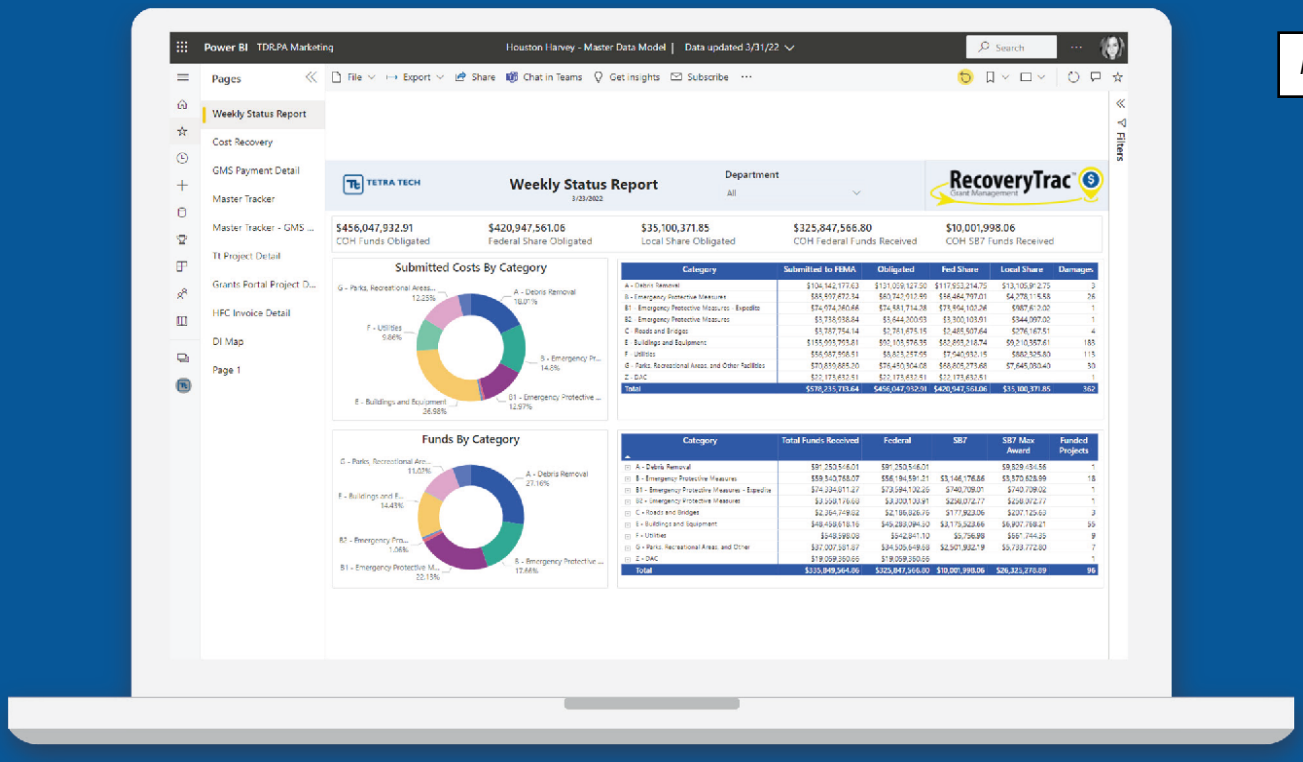
Regulatory agencies can quickly search and review electronic project data files.

Enhanced Reporting

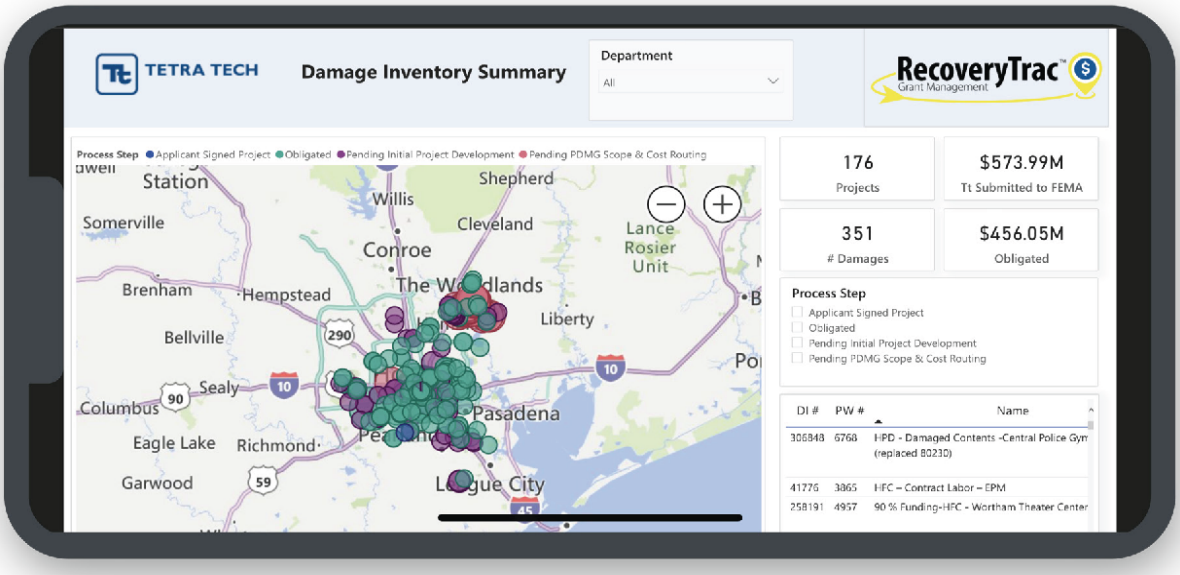
Fully customizable data control facilitates custom reporting for all recipients.

Fully Transparent

Access to a real-time portal to review project analytics and progress as it happens.



Customizable dashboards are designed to expand with your needs. The *RecoveryTrac™* system provides aggregate data management and chain-of-custody tracking of changes. Dashboards are web-accessible with cloud storage, and flexible and expandable to encompass project and portfolio lifecycle tracking.



Geospatial project tracking powered by Microsoft PowerBI. Tetra Tech has leveraged emerging technologies and the use of proprietary geospatial GIS software into all phases of emergency management. This software tracks key data against program objectives and key performance indicators, building the highest level of transparency for grant expenditure.

SOW Item 5: Pre-Disaster Cost Recovery Plan Development

To help the City prepare for future disasters and position itself for the fastest and fullest recovery possible, we will develop a detailed, actionable plan which establishes the framework, processes, tools, and organizational structure necessary to streamline FEMA Public Assistance (PA) and other federal/state grant reimbursements, reduce administrative burden during recovery, and mitigate the risk of funding delays or deobligations.

1. Framework, Processes, and Tools for Cost Recovery

We will design a customized cost recovery framework that aligns with FEMA's PA program requirements under the Stafford Act, while also incorporating best practices from our work supporting recovery efforts in Mississippi, Florida, Louisiana, California, and other disaster-prone areas. Key components of the plan will include:

- **Cost Documentation Templates:** Standardized forms for tracking force account labor, equipment, materials, and contracted services. These will meet FEMA's documentation requirements and be ready for immediate deployment post-disaster.
- **Compliance Checklists:** Tailored guides to help City departments comply with federal procurement standards, including 2 CFR Part 200 and FEMA's procurement policies, with prompts for required documentation (e.g., bid tabs, contract language, cost reasonableness).
- **Timekeeping and Tracking Systems:** Integration recommendations for digital time tracking tools (e.g., web-based or spreadsheet-based) to simplify the collection and coding of hours by project, grant, or PW.
- **Financial Reimbursement Workflows:** Visual process maps to illustrate the end-to-end reimbursement lifecycle—from cost incurrence to FEMA obligation and payment—supported by standard operating procedures (SOPs) for documentation submission and approval.
- **Grants Portal Readiness Tools:** A suite of checklists and naming conventions to organize records in a format compatible with FEMA's Grants Portal. This ensures fast uploads and minimizes data cleanup or rework post-disaster.

If desired by the City, we can incorporate tools like ***RecoveryTrac®***, our proprietary grant and cost-tracking system that provides real-time visibility into the status of all disaster recovery activities, documentation, and reimbursements. Alternatively, we will work within the City's existing systems to ensure interoperability and ease of use.

2. Roles and Responsibilities for Recovery Coordination

A critical component of the plan will be a clear delineation of responsibilities across departments and partners to eliminate confusion during a disaster response and recovery. This will include:

- **Pre-identified Recovery Leads:** Assignment of department-level recovery liaisons responsible for overseeing documentation, coordinating with Finance, and working with our team during disaster events.
- **Functional Responsibilities Matrix:** A crosswalk that aligns FEMA's required cost categories (Category A–I), grant-related actions, and coordination functions with City roles. This matrix will be used to train and orient staff pre-disaster.
- **Activation Protocols:** Guidance for how and when to activate cost recovery functions, including triggers for engaging contractors, opening internal tracking codes, or deploying staff to assist with field documentation.
- **Grant Management Team Structure:** Recommendations for a scalable structure that includes project development, documentation, financial review, QA/QC, and audit support roles. This may include identifying surge capacity staffing needs and pre-positioning contract support.

Throughout the development process, we will engage City leadership and key department stakeholders through interviews, facilitated workshops, and working sessions to tailor the plan to the City's organizational structure and past disaster experience.

SOW Item 6: Long-Term Disaster Recovery and Redevelopment Planning

Long-Term Recovery Plan Development

Following a disaster of a large magnitude, the City will expect to be **recovering for years to come.**

Tetra Tech prepares a long-term recovery plan that strategically defines the magnitude of the disaster, identifies both recovery and resiliency projects, involves the public, creates a process for prioritizing the projects, and defines an implementation strategy for projects. This multi-year strategic plan will be used by the community to attract financial assistance to implement their recovery efforts and will be focused on the recovery from an existing disaster.

Tetra Tech also prepares pre-disaster recovery plans. These plans involve the pre-planning for a community, county, or state. These plans identify and put into place the necessary steps that should be taken during the transition from disaster response to disaster recovery. These plans focus on internal steps and policies with the public sector entity as well as engagement with external stakeholders such as NGOs, chambers of commerce, businesses, and other key stakeholders.

Tetra Tech assists clients with all aspects of economic development including the planning at the municipal or regional level to focusing on one or more specific sites. The broader municipal/regional plans would focus on obtaining both qualitative and quantitate data and information from the public, key stakeholders and reputable data sources. The data sources will include data related to the economy in order to perform a market analysis and economic analysis. All of this data and information will allow our team to work with the client to define goals and objectives, identify and prioritize projects, and define the necessary implementation steps for success.

Our approach helps clients to identify methods for best organizing government agencies, service providers, faith-based organizations, and community influencers so that efforts are not duplicated, and resources can be shared in a way that is equitable to the community. Our team includes engagement specialists and planners who understand the challenges of engaging and communicating with target audiences, often with specific cultural, socioeconomic, religious, or language nuances. Making sure that stakeholders and the community are actively engaged in the planning process not only ensures that their needs and concerns are addressed but also shows them that their input is valued.

Long-Term Recovery Operations Implementation Planning

Tetra Tech's recovery services are genuinely comprehensive. Our team has worked with dozens of communities across the nation to ensure that recovery planning efforts are launched and implemented with long-term sustainability, risk reduction and elimination, and community economic and safety resiliency in mind.

Recent examples include providing on-site recovery support to communities in Texas following Hurricane Harvey, to communities in Puerto Rico following Hurricane Maria, to communities across four states in response to Hurricane Matthew, and taking active leadership roles in new, innovative community recovery programs jointly developed by FEMA and state governments following the devastation of Hurricane Sandy. We have helped clients not only develop their recovery program but also implement, test, and assess the programs following disasters.

Tetra Tech has developed Long-Term Recovery Operations Plans for clients including:

- **Atlanta, GA (Urban Areas Security Initiative)**
- **Dougherty County, GA**
- Territory of the US Virgin Islands
- Philadelphia, PA
- Miami-Dade County, FL
- San Diego County (Office of Emergency Services)
- Richland County, SC
- Broome County, NY

Our planning professionals have extensive knowledge of the National Disaster Recovery Framework (NDRF) and how to optimize its principles to create a unique plan that incorporates Recovery Support Functions (RSFs) in a way that supports the individual community's needs. Our approach helps clients to identify methods for best

organizing agencies, service providers, faith-based organizations, and community influencers so that **efforts are not duplicated, and resources can be shared in a way that is equitable to the community.**

Community-Centered Recovery Planning and Implementation

Successful recovery efforts, especially those for states, are often defined by the integration of engagement and outreach efforts during the recovery process. Tetra Tech's success can often be traced to ensuring these activities are fully integrated components of the overarching process, and steps are taken throughout the recovery planning process to engage stakeholders, local groups, and community experts. For example, our team includes engagement specialists and planners who understand the challenges of engaging and communicating with target audiences, often with specific cultural, socioeconomic, religious, or language nuances. Our team develops content is accessible by the disability, access, and functional needs community through compliance with Section 508 of the Rehabilitation Act for website content and other uses of information and communications technology.

Making sure that stakeholders and the community are actively engaged in the planning process not only ensures that their needs and concerns are addressed but also shows them that their input is valued. The COVID-19 pandemic has required modifying traditional approaches to stakeholder and community engagement. Our team has experience in using multiple methods of outreach in order to engage with stakeholders and the community:

- In-person meetings and townhall forums to review documents and provide feedback.
- Online resources include surveys and websites where information can be presented and feedback collected.
- Conducting webinars, workshops, and meetings using Microsoft Teams and Zoom allows for greater attendance and convenience for those who may not want to travel to a meeting site.

From our direct work with the public following disasters, we understand the critical importance of creating equitable investments in our communities. Disasters, whether weather-related or a pandemic, continue to disproportionately affect underserved populations, and as a society, we must actively work to ensure our entire communities are cared for during times of crisis. Through our work with states like New York, New Jersey and Iowa, major metropolitans such as Philadelphia, PA; Boston, MA; Chicago, IL; and Arlington County, VA, as well as smaller jurisdictions, Tetra Tech has experience conducting comprehensive community vulnerability assessments to identify and prioritize underserved areas during the recovery process.

Spotlight On: County of Maui, Hawai'i

In support of the County of Maui following the Lahaina Wildfires in August 2023, Tetra Tech has worked to develop long-term recovery strategies that meet the unique nature of the County's needs. Our team has developed a web-based reporting structure that allows Recovery Support Sections (RSF) to maintain a dashboard of current and planned recovery projects for their RSF. This dashboard is housed in a collaborative space that allows cross collaboration to foster organically while providing a centralized location of information to generate executive-level reporting. Through our experience in long-term recovery planning, we have led a multi-agency coordination team developing a housing plan for Maui that meets the needs of the housing crisis formed in the aftermath of the fire.

Our priority is to advise recovery project development that is creative in addressing the need while preserving the possibility to leverage available federal funding sources to mitigate cost impacts to our clients.



SOW Item 7: Emergency Management Support Services

In addition to response and recovery services, our team is one of the nation's premier emergency preparedness firms, with a staff of industry experts located throughout the United States. Our team members are recognized leaders in preparedness, having performed hundreds of planning, training, and exercise projects for local, state, and federal agencies, quasi-governmental organizations, institutions of higher education, private sector businesses, and non-profit organizations. Many of our team members have previously served as state and local emergency managers and are acutely aware of how important planning and training are to maintaining an optimal level of readiness. Since 2001, our team has conducted hundreds of emergency preparedness projects while ensuring compliance with current local, state, federal, and industry standards. Listed below are the preparedness programs Tetra Tech can offer.

- **Continuity of Operations, Continuity of Government, and Business Continuity Planning.** Tetra Tech understands residents expect their government to protect the safety and security of the community. A continuity plan effectively facilitates the performance of mission essential functions during an emergency and supports effort to provide critical services in a timely manner. Tetra Tech has developed continuity of operations, continuity of government, and business continuity plans for state agencies, local jurisdictions, and private sector businesses across the country that align with the standards in the Department of Homeland Security's Federal Continuity Directive and Continuity Guidance Circulars. Continuity planning provides the interim process and alternate methods for continuing critical government services during disruptive incidents.
- **Disaster Debris Management Planning.** Tetra Tech uses a field-tested approach to develop disaster debris management plans (DDMP). Our staff develops and implements DDMPs alongside our local government clients prior to and following a disaster. Our experience has demonstrated that pairing client personnel with Tetra Tech emergency management experts provides significant benefits, such as facilitating an understanding and acceptance of work products and deliverables and providing exposure to key concepts described in the plan. Increased understanding of disaster debris management planning strengthens a client's ability to maintain and implement their plan.
- **Emergency Operations Planning/Comprehensive Emergency Management Planning.** Understanding and managing the risks of operating in an area that is vulnerable to natural and human-caused hazards is a complex challenge. Tetra Tech develops resilient and robust all-hazard emergency operations plans and comprehensive emergency management plans that will help guide response effectively and efficiently to emergencies. The plans comply with applicable local, state, and federal guidelines, and industry standards applicable to emergency planning.
- **Cybersecurity Planning.** Cybersecurity and related services are a focus area for Tetra Tech. Tetra Tech provides cybersecurity services for a number of U.S. Federal clients, including contracts that require cleared personnel at the Secret and Top-Secret level. Tetra Tech has deep understanding of the application of U.S. Federal information assurance and cybersecurity standards, including Defense Information Systems Agency (DISA) Security Technical Implementation Guides (STIGs), National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53 Recommended Security Controls for Federal Information Systems and Organizations, and NIST SP 800-37 Guide for Applying the Risk Management Framework to Federal Information Systems. Our blended team of cybersecurity experts and emergency management planners can provide support to develop plans, policies and procedures that address vulnerabilities and provide solutions to detect, prevent and mitigate impacts.
- **Incident-Specific and Function-Specific Planning**. In addition to an all-hazards emergency operations plan, communities often need more detailed operational level plans for specific types of incidents and emergency functions. These types of plans provide more detailed instructions for operational and tactical level procedures and often include checklists, flow charts, and job aids. Tetra Tech has the expertise to develop a range of incident and function-specific plans including:
    - Active Assailant
    - Chemical, Biological, Radiological, Nuclear, and Explosives
    - Communication
    - Earthquake
    - Evacuation
    - Finance and Administration
    - Family Reunification and Assistance
    - Flood and Riverine
    - Hazardous Materials

- Hurricane Operations
- Infectious Disease
- Information Technology Disaster Recovery
- Mass Care and Sheltering
- Mass Casualty and Fatality
- Public Information
- Severe Weather
- Recovery
- Terrorism
- Tornado
- Volunteer and Donation Management
- Wildland Fire

- **Hazard Mitigation Planning.** As a leader in mitigation, disaster readiness, and emergency response and recovery planning for state and local governments, Tetra Tech supports clients in all phases of hazard mitigation planning, including organizing and coordinating vital resources, performing risk and vulnerability assessments, developing mitigation plans and strategies, implementing those plans and strategies, and monitoring their progress. A well-developed hazard mitigation action plan (HMAP) provides a framework for streamlining the disaster recovery process and prioritizing mitigation interventions. It makes communities less vulnerable to the effects of an event and ensures a more secure, sustainable future. Tetra Tech can assists with assessing local and regional hazards and risks, establishing mitigation goals and objectives, and identifying projects that enable the jurisdiction to prepare for and reduce the impacts of a natural or human-caused disaster by developing a comprehensive mitigation strategy.
- **Public Health Preparedness.** While state and local public health agencies have made strides in developing capacity to prepare for and respond to public health incidents, COVID-19 and the recent Ebola event demonstrated our nation's continued vulnerability to widespread public health emergencies. Recognizing this, the Centers for Disease Control and Prevention (CDC) developed 15 public health preparedness capabilities that define standards for public health preparedness and response. The 15 public health preparedness capabilities. Tetra Tech can assess provide assistance to address broad public health preparedness and response measures, including bio-surveillance, community resiliency, countermeasures and mitigation, incident management, information management, and surge management. Our staff of public health subject matter experts, emergency preparedness, and response professionals can help build or enhance the ability to achieve each of the public health preparedness capabilities.
- **Threat, Vulnerability, and Risk Assessment.** Conducting an assessment of potential threats, risks, and vulnerabilities is one of the first steps in developing a viable emergency preparedness plan. The community needs to have a deep understanding of their risks in order to properly prepare for an incident. Tetra Tech uses several approaches to developing a broad range of assessments from basic community risk profile to a more in-depth Threat and Hazard Identification and Risk Assessment (THIRA) depending on the needs of the community. Tetra Tech can provide assistance with the following:
  - Desktop analysis of risks and vulnerabilities based on data collection, demographics, and survey analysis
  - Hazard and threat analysis using HAZUS-MH building stock and other modeling techniques
  - Community economic assessment using use census data and ESRI Business Analyst
  - Scenario study using outputs from hazard and threat analyses
  - Risk comparison by overlaying the risk assessment and the scenario study
- **Training and Exercises.** Tetra Tech can provide comprehensive training and exercises for our debris monitoring clients. Our training and exercises include realistic scenarios based on our experience responding to many of our nation's most challenging disasters. We provide detailed case studies of local government responses to disasters and the challenges they had to overcome. Tetra Tech develops and conducts in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP) and exercise facilitators are HSEEP-trained. Exercises include an after action report and improvement plan to document lessons learned and establish corrective actions. Tetra Tech offers the following training and exercise services:
  - Web-Based Training Modules
  - In-Classroom Training
  - Train-the-Trainer Sessions and Classroom Materials
  - Incident Command System (ICS) Training
  - Emergency Operations Center Training
  - Seminars and Games
  - Workshops
  - Tabletop Exercises
  - Drills

- Functional Exercises
- Full-Scale Exercises
- Assist in any other reasonable programmatic duties that may arise

CRS Technical Assistance

Tetra Tech can work with the City to conduct hazard mitigation planning activities, including providing technical assistance to help the City maintain or enhance its Community Rating System (CRS) program participation. Our CRS team lead is a Certified Floodplain Manager and Internation Code Council Permit Technical with over 20 years' experience in floodplain management. Prior to joining the Tetra Tech team, she administered the CRS program within FEMA Regions 5, 6, and 7 and now supports Tetra Tech CRS clients nationwide. Technical assistance includes CRS focused training, construction certificate review, CRS annual recertification, CRS cycle verification, class improvements, building code and Building Code Effectiveness Grading Schedule support, developing standard operating procedures, and more. Tetra Tech supports the development of technical activities in the CRS program including Program for Public Information plans, Floodplain Management plans, Repetitive Loss Area Analysis, and Substantial Damage Management Plans. Our team supports field deployed course delivery specific to the CRS Program, Management Under the National Floodplain Insurance Program, FEMA Building Science Substantial Damage Estimator Tool, and FEMA Construction Certificates. All CRS centric projects are developed and align with the credit criteria outlined in the current CRS Manual(s).

CRS Clients *

City of Kansas City, Kansas	City of Snoqualmie, Washington
Maui County, Hawaii	Pasco County, Florida
Orange County, California	Long Beach, New York
Shandaken, New Jersey	Portland, Oregon

**This does not represent the full client list*

Specific to CRS Activity 510- Floodplain Management Planning Activities, Tetra Tech will conduct all hazard mitigation planning processes in accordance with DMA 2000 requirements for HMPs, and in accordance with the CRS Activity 510 process to ensure maximum credit in this fundamental CRS area. Tetra Tech can work with the City to reconvene its HMP Planning Team and augment it with additional stakeholders to increase the number of CRS points earned. Tetra Tech can work with the City to develop a public involvement process, including a project website and targeted outreach program, to maximize public participation in the planning process. Tetra Tech will incorporate available reports, plans, and other documents into the HMP, and will document where each resource was used in updating the HMP. Tetra Tech will then assess the hazards of concern to the City, including the flood hazard, and assess the problems caused by these hazards. Tetra Tech will work with the City and the Planning Team to set mitigation goals and objectives, and develop mitigation actions.

Tetra Tech will compile all analysis into the HMP document and will include a jurisdiction-specific annex for each participating jurisdiction. The annex approach brings the entire HMP to the community level, so each community can see its risks, capabilities, and mitigation strategy without having to wade through hundreds of pages of citywide text. This approach has been lauded by FEMA reviewers in multiple FEMA regions. Tetra Tech will submit the HMP to the state and FEMA for formal review. Tetra Tech will then work with the City and Planning Team to have the plan adopted and formally approved by FEMA.

We have prepared 300 FEMA-compliant local HMPs with an average CRS Activity 510 score of 318 points compared to the nationwide average of 171 points. Maximizing the CRS credit potential for those jurisdictions participating or considering participation in the CRS program is an added value of the Tetra Tech technical approach to planning efforts. Our standard planning approach evolved from the CRS 10-step planning process. Tetra Tech is a nationally recognized leader in providing assistance to communities that wish to enter the CRS program and those that are already in the program. Tetra Tech will provide technical assistance to the City, as requested, to help enhance the City's CRS rating.

The table below illustrates how plans developed by Tetra Tech have scored under the CRS program.

CRS Points Tetra Tech's FMPs and HMPs Earned

Client	Points Earned	Client	Points Earned
Cape May County, New Jersey	295	Town of Shandaken, New York	393*
Contra Costa County, California	256	City of Portland, Oregon	327
City of Los Angeles, California	426*	Harris County, Texas	315
Los Angeles County, California	466*	King County, Washington	289
City of Roseville, California	305	Pierce County, Washington	255
Ada County, Idaho	257	Snoqualmie, Washington	287
Brick Township, New Jersey	320	Thurston County, Washington	307
City of Long Beach, New York	340	Town of Shandaken, New York	393*

** Plan included a Repetitive Loss Area Analysis (RLAA) component that scored extra points.*

Tetra Tech's commitment to supporting community resilience through the CRS program is evident in our portfolio of work. The CRS 10-step planning process is the foundation of our hazard mitigation planning program. The CRS risk awareness parameters are key components of our standard approach to risk assessment and alternative analysis.

Staff Augmentation as Required Following an Emergency Event

As necessary and agreed upon, Tetra Tech will provide post-emergency consulting services related to public safety, homeland security, emergency management, and public health. Our team will work with the City to identify a process and procedure for requesting services during emergency situations in addition to requests during normal business hours.

In addition to on-call consulting services, Tetra Tech is capable of providing additional support, such as EOC staff and field coordination personnel. For complex disasters, particularly those with impacts on technology or critical infrastructure, the entire portfolio of Tetra Tech's capabilities will be available to provided best-in-class technical expertise in such areas as engineering, environmental, and other technical service areas.

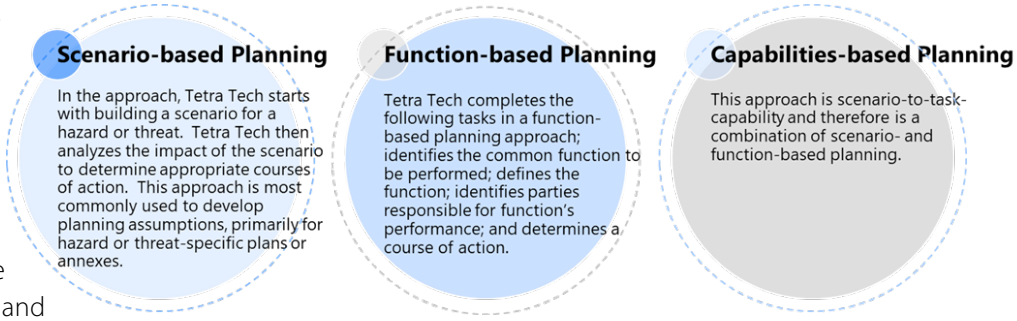
Preparedness Planning

Tetra Tech has assembled a team that features emergency management and homeland security experts with decades of real-world experience who have implemented all types of preparedness planning elements. Our team is experienced in developing all three tiers of CPG 101 plans:

- **Strategic Planning:** Describe how a jurisdiction wants to meet its emergency management or homeland security responsibilities over the long term. These plans are driven by policy from senior officials and establish program goals and objectives.
- **Operational Planning:** Provide a description of roles and responsibilities, tasks, integration, and actions required of a jurisdiction or its departments and agencies during emergencies.
- **Tactical Planning:** Break down bigger-picture goals and strategies into narrower, actionable tasks. Tactical plans are steps for implementing strategic and operational goals (for example, incident scenes or emergency operation center [EOC] standard operating procedures [SOPs] and checklists).

Tetra Tech's approach to preparedness plan development will be tailored to meet the needs of the project and the involved participants. In general, Tetra Tech follows the FEMA Comprehensive Preparedness Guide (CPG) 101 to develop plans, realizing that this guidance is not a rigid standard. Using the CPG 101 methodology, there are three tiers of planning: strategic planning, operational planning, and tactical planning. Tetra Tech has extensive experience using CPG 101 in developing, implementing, and evaluating the three tiers.

To develop comprehensive planning documents, Tetra Tech uses the approaches shown in the graphic, either individually or in combination.



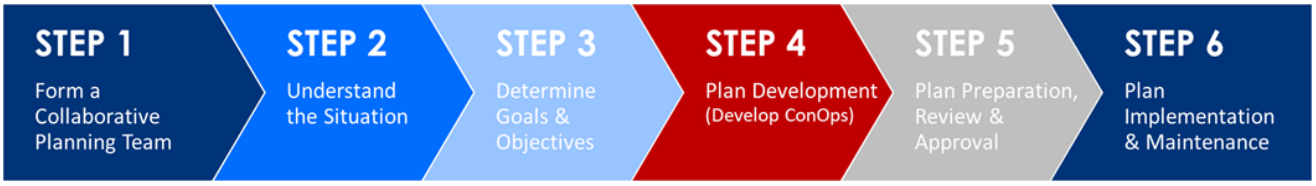
Tetra Tech recognizes that certain types of planning projects may have additional relevant standards and guidance. The table below highlights select standards that Tetra Tech has used for developing specific types of emergency plans with other clients.

Standards and Planning Types

Standard/Method	Type of Plan(s)
FEMA CPG 101v3	Emergency Operations Plan (EOP) EOP Hazard Annexes EOP Emergency Support Function (ESF) Annexes Comprehensive Emergency Management Plans (CEMP) Standard Operating Procedures (SOPs) and Job Aids
CPG 201v3	Threat and Hazard Identification and Risk Assessment
FEMA Hazard Mitigation Planning Guides (386 series)	State, local, and tribal Hazard Mitigation Plans
FEMA Continuity Guidance 2018	State, local, and tribal continuity of operations (COOP)/continuity of government (COG) plans
Disaster Recovery Institute (DRII)	Business continuity plans (BCP)
NFPA 3000 Standard for an Active Shooter/Hostile Event Response (ASHER) Program	Active shooter plans, training, and exercises plans
FEMA Pre-Disaster Planning Guide for Local/State Governments	Recovery Plans
FEMA P-785 Shelter Field Guide	Shelter Planning

Tetra Tech believes that a successful planning process should be clearly organized and include multiple opportunities for stakeholder input. The outcomes should be clear and understandable to a reader who was not involved in the development process. For all planning projects, Tetra Tech implements the CPG-101 Planning Process. This proven model outlined in the six steps below allows for greater stakeholder input and buy-in for the final product. Stakeholder involvement in the plan development process is key to the successful acceptance and implementation of any plan.

National Plan Development Process (NPDP) Model



Tetra Tech is committed to providing the City with:

Consistent project management for the duration of the contract to ensure the City receives best-in-class services from preparedness to response to closeout.

Clear and timely communication on recovery project status and administrative costs through routine and frequent status reporting via our *RecoveryTrac*™ suite of software.

Providing policy-level strategic advisory services throughout the entire disaster recovery process from kickoff and training through final closeout of disaster grants.

End-to-end compliance support services, including assessing systems and documentation, maintaining compliance during the grant program, and managing documentation through final closeout.

Professional coordination with MEMA, FEMA, and other state and federal agencies throughout the entire operation to ensure that the interests of the City are represented.

Technical expertise in federal disaster grant program management, including eligibility, documentation, cost tracking, timelines, key dates, disputes, and resolutions.

Recommendations for best practices and industry standards at all levels: executive-level support to City officials, management-level support to department leadership, and technical-level support to staff.

Staff Report

Meeting Date: , 2026
Meeting Type: City Council

To: City Council

From: Administration

Item Title: Motion to approve the agreement between the city of Bay St. Louis and Tetra Tech for professional grant services.

Background: Tetra Tech proposals were approved on February 18, 2026 but the agreement was not given at the time.

Recommendation: Approve

Attachments: Agreement

Exhibits A, B and C

RESOLUTION
CITY OF BAY ST. LOUIS, MISSISSIPPI

A RESOLUTION DECLARING THE INTENT OF THE CITY COUNCIL TO AMEND THE CITY'S FIREWORKS ORDINANCE TO ESTABLISH LIMITED SEASONAL PERIODS FOR THE SALE AND USE OF FIREWORKS AND TO ALIGN PERMISSIBLE HOURS OF USE WITH THE CITY'S NOISE ORDINANCE, SUBJECT TO SPECIFIED HOLIDAY EXTENSIONS

WHEREAS, the City of Bay St. Louis is authorized to preserve and protect the public health, safety, and welfare of its residents and visitors; and

WHEREAS, Mississippi law provides that the governing body of a municipality may regulate or prohibit the possession, sale, and use of fireworks within its municipal limits;

WHEREAS, the City Council finds that fireworks may be enjoyed in a manner that balances holiday traditions with the protection of residential quiet, public safety, and quality of life; and

WHEREAS, the City Council desires to limit the retail sale of fireworks within the City to defined holiday periods and to permit the use of fireworks only during defined holiday periods, subject to the City's existing noise ordinance except for limited holiday-night extensions; and

WHEREAS, the City Council further finds that a clarifying amendment to the City's existing fireworks ordinance is in the best interest of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BAY ST. LOUIS, MISSISSIPPI, AS FOLLOWS:

SECTION 1. The City Council declares its intent to amend the City's fireworks ordinance, presently codified at Article III of the Code of Ordinances of the City of Bay St. Louis, Mississippi, to establish the following rules:

(a) Retail sale of consumer fireworks shall be permitted only from December 25 through January 2 and from June 27 through July 5.

(b) Use of consumer fireworks shall be permitted only during those same date ranges, subject to the City's generally applicable noise ordinance.

(c) On New Year's Eve, the permissible time for use of fireworks may extend until 12:30 a.m. on January 1.

(d) On July 4, the permissible time for use of fireworks may extend until 12:00 midnight.

SECTION 2. The City Council directs the City Attorney and Deputy City Clerk to prepare, place on the agenda, and process an ordinance consistent with this Resolution.

SECTION 3. This Resolution shall take effect immediately upon adoption.

After being reduced to writing, the foregoing Resolution was read and considered, section by section, and then as a whole, whereupon Council Member _____ moved for its adoption, and after a second by Council Member _____, the following roll call vote was had:

Council Member Jordan Bradford	YEA/NAY
Council Member Nancy Moynan	YEA/NAY
Council Member Phalba Holmes	YEA/NAY
Council Member Kyle Lewis	YEA/NAY
Council Member Linda Kay Davis	YEA/NAY
Council Member Josh DeSalvo	YEA/NAY
Council Member Larry Smith	YEA/NAY

Passed by the City Council of the City of Bay Saint Louis on the ____ day of _____ 2025.

CERTIFICATION

I, Caitlin Bourgeois, Deputy Municipal City Clerk for the City of Bay Saint Louis, Mississippi, do hereby certify that the foregoing Resolution was approved and adopted in the public meeting of the City Council held on _____ ____,2025, a quorum being present, in the City Council Conference Chambers, said Council being the duly elected, qualified, and acting governing body of Bay Saint Louis, Mississippi.

Presented by me to the Mayor on this, the __day of _____ 2025.

_____
Caitlin Bourgeois, Deputy City Clerk

Approved/Disapproved, and signed by me on this, the _____ day of _____ 2025.

_____
Michael J. Favre, Mayor

ORDINANCE NO. 680-05-2026

CITY OF BAY ST. LOUIS, MISSISSIPPI

AN ORDINANCE AMENDING THE CITY OF BAY ST. LOUIS FIREWORKS ORDINANCE, CODIFIED AS SECTION ARTILCE III OF THE CODE OF ORDINANCES, TO ESTABLISH LIMITED SEASONAL PERIODS FOR THE SALE AND USE OF FIREWORKS, TO REQUIRE SUCH USE TO COMPLY WITH THE CITY'S NOISE ORDINANCE EXCEPT FOR SPECIFIED HOLIDAY EXTENSIONS, AND FOR RELATED PURPOSES

WHEREAS, Mississippi law provides that municipal governing bodies may regulate or prohibit the possession, sale, and use of fireworks within municipal limits;

WHEREAS, Mississippi's general state fireworks statute sets statewide sales dates, but expressly preserves municipal authority to adopt stricter local rules;

WHEREAS, the City of Bay St. Louis desires to protect the peace, comfort, repose, health, safety, and welfare of its citizens and visitors while allowing limited seasonal use of fireworks; and

WHEREAS, the City of Bay St. Louis has previously adopted a noise ordinance codified in Chapter 22, Article V, Section 22-174, and desires fireworks use to remain subject to that ordinance except for narrow holiday-night extensions as contained herein;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAY ST. LOUIS, MISSISSIPPI, AS FOLLOWS:

SECTION 1. Article III, Section 24-30 of the Code of Ordinances of the City of Bay St. Louis, Mississippi, commonly referred to as the Fireworks Ordinance, is hereby amended to read as follows:

Sec. 24-30

Sale and use of consumer fireworks.

(a) Definitions.
For purposes of this section, the term consumer fireworks shall mean fireworks lawfully permitted under Mississippi law for retail sale to the public, excluding any fireworks display requiring a separate permit or any item prohibited by state or federal law.

(b) Retail sale dates.
The retail sale, offer for sale, or other commercial distribution of consumer fireworks within the city limits shall be permitted only during the following periods:

1. December 25 through January 2, inclusive; and
2. June 27 through July 5, inclusive.

At all other times, the retail sale, offer for sale, or other commercial distribution of consumer fireworks within the city limits is prohibited unless otherwise expressly authorized by applicable law for a permitted public display.

(c) Use dates.
The ignition, discharge, or use of consumer fireworks by the public within the city limits shall be permitted only during the following periods:

1. December 25 through January 2, inclusive; and
2. June 27 through July 5, inclusive.

At all other times, the ignition, discharge, or use of consumer fireworks within the city limits is prohibited, except as part of a lawfully permitted public display.

(d) Hours of use; application of noise ordinance.

Except as specifically provided in subsection (e) below, the use of consumer fireworks shall remain subject to the City's then-current noise ordinance, including all generally applicable time limitations, enforcement provisions, and penalties.

(e) Holiday extensions.
Notwithstanding subsection (d), the following limited extensions shall apply:

1. On New Year's Eve, consumer fireworks may be used until 12:30 a.m. on January 1.
2. On July 4, consumer fireworks may be used until 12:00 midnight.

(f) No waiver of other laws.

Nothing in this section shall be construed to authorize:

1. The use of fireworks in violation of any state or federal law;
2. The sale or use of fireworks prohibited by state or federal law;
3. Any public fireworks display for which a permit is otherwise required; or
4. The use of fireworks in a reckless manner or in a manner creating a fire hazard, threat to persons or property, or public nuisance.

(g) Enforcement and penalties.
Any person violating this section shall be guilty of a misdemeanor and, upon conviction, shall be punished as provided by the general penalty provisions of the City Code, unless a different penalty is specifically provided by applicable law. Each sale, each discharge, and each day of continuing violation may be treated as a separate offense.

(h) Authority of police and fire officials.
The Bay St. Louis Police Department, Code Enforcement, and Fire Department are authorized to enforce this section and to order the immediate cessation of any fireworks activity occurring in violation of this section or posing an immediate threat to public safety."

SECTION 2. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 3. Severability.
If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the remaining portions of this ordinance.

SECTION 4. Codification.
It is the intention of the City Council that the provisions of this ordinance shall become and be made a part of the Code of Ordinances of the City of Bay St. Louis, Mississippi, and that the sections of this ordinance may be renumbered or relettered by the codifier as necessary to accomplish that intent.

SECTION 5. Effective date.
This ordinance shall take effect and be in force from and after its passage, publication, and the completion of all requirements of law.

After being reduced to writing, the foregoing Ordinance was read and considered, section by section, and then as a whole, whereupon, Council Member _____ moved for its adoption, and after a second by Council Member _____, the following roll call vote was had:

After being reduced to writing, the foregoing Ordinance was read and considered, section by section, and then as a whole, whereupon Council Member _____ moved for its adoption, and after a second by Council Member _____, the following roll call vote was had:

Council Member Jordan Bradford	YEA/NAY
Council Member Nancy Moynan	YEA/NAY
Council Member Phalba Holmes	YEA/NAY
Council Member Kyle Lewis	YEA/NAY
Council Member Linda Kay Davis	YEA/NAY
Council Member Josh DeSalvo	YEA/NAY
Council Member Larry Smith	YEA/NAY

Passed by the City Council of the City of Bay Saint Louis on the ____ day of _____ 2025.

CERTIFICATION

I, Caitlin Bourgeois, Deputy Municipal City Clerk for the City of Bay Saint Louis, Mississippi, do hereby certify that the foregoing Ordinance was approved and adopted in the public meeting of the City Council held on _____ ____,2025, a quorum being present, in the City Council Conference Chambers, said Council being the duly elected, qualified, and acting governing body of Bay Saint Louis, Mississippi.

Presented by me to the Mayor on this, the __day of _____ 2025.

_____
Caitlin Bourgeois, Deputy City Clerk

Approved/Disapproved, and signed by me on this, the _____ day of _____ 2025.

_____
Michael J. Favre, Mayor