City Council Meeting Agenda

June 18, 2024 at 5:30 PM

598 Main Street, Bay St. Louis, MS 39520

Call to Order

Invocation and Pledge

Agenda Amendments if Needed

Announcements

Guests

Minutes Approval

1. Motion to approve the minutes of June 4, 2024.

Planning and Zoning

2. Motion to overturn Planning and Zoning's recommendation and deny the application for a special exception and variance to the zoning ordinance submitted by Donald Robertson requesting a special exception to construct a detached accessory dwelling and a variance of 623sf to minimum lot area of located at 223 Leonhard Avenue.
3. Motion to follow Planning and Zoning's recommendation and approve the application for a variance to the zoning ordinance submitted by Lee and Taryn Rogers requesting a variance of 30', resulting in a 20' setback to the front yard and a variance of 12' resulting in an 8' setback to the rear yard located at 1350 North Beach Boulevard.
4. Motion to overturn Planning and Zonings' recommendation and deny the application for special exception to the zoning ordinance submitted by Celina LeBlanc requesting a special exception to allow an accessory dwelling on the parcel located at 411 Ballentine Street.

Mayor's Report

5. Motion to ratify the mayor's reappointment of Janet Freeman to the Bay Waveland Housing Authority for another 4 year term.

6. Motion to accept the resignation of Jimmy Osbourne from the Planning and Zoning Commission.
7. Motion to ratify the mayor's appointment of Mikayla Brown to the Planning and Zoning Commission.

Council Business

8. Motion to spread the RFQ for Grant Administrator for SWIFT Grants and the letter to MEMA Requesting SWIFT Grant Budget Amendments on the minutes.
9. FEMA Regulations update Mole St.
10. Discuss Tennis Courts

Public Forum

Project Updates

11. Motion to approve the recommendation by MP Design to accept the best and low bid from David Rush Construction in the amount of $951,400 for the renovations of the Court Street Community Center.
12. Engineer's Report
13. Sewer Rehab Project Update (ARPA) - Jason Chiniche
14. Motion to authorize the advertisement for construction bids for downtown ADA Boardwalk phase 2.
15. Motion to authorize the advertisement for construction bids for BSL Sewer Improvements project Phase 2.
16. Motion to approve the GOMESA Grant application for FY 2025.
17. Motion to approve the Mississippi Tidelands Trust Fund Grant Program application for FY 2026.

City Clerk's Report

18. Motion to approve the docket of claims 24-032 in the amount of $529,577.17.
19. Motion to approve docket of claims #24-033 special dated June 18, 2024.

Consent Agenda

20. Motion to approve Governor Tate Reeve's proclamation declaring offices closed on Friday July 5th in addition to July 4th, 2024 in observance of Independence Day.
21. Motion to approve the Budget Calendar for the 2024/2025 Fiscal year.

22. Motion to amend the motion from May 21 authorizing the administration to get quotes for lease purchase of used trucks not to exceed $74,000 for public works and utility departments to not to exceed $74,800 for public works and utility departments.

23. Motion to approve FY 2023-2024 Mid-year budget amendments for funds 001-Operating, 400-Utility Operations, and 450-Municipal Harbor.

24. Motion to authorize the administration to advertise for request for qualifications (RFQ) for engineering services for the street paving project on Depot Way and the addition of new parking spaces on Blaize Ave as part of the Train Depot Improvements Project.

25. Motion to approve engagement letter with Butler Snow for Ballentine Properties LLC vs. Bay St. Louis.

26. Motion to approve contract for services between the City of Bay St. Louis and the Hancock County Circuit Clerk for Redistricting Services.

27. Motion to approve the Commercial Lease Agreement between the city of Bay St. Louis and Pafford EMS of Mississippi Inc at a monthly sum of $500.00 for services beginning June 18, 2024 and ending June 18, 2025.

28. Motion to approve the proposal from AT&T for a cell phone to be used as a “call out phone” for the community centers for a monthly rate of $27.99.

29. Motion to approve the low and best quote for elevator modernization in the Train Depot Building by EMR Services LLC for $67,723.00 and to use the FRA grant as the funding source.

30. Motion to spread the executed software license agreement for My Government Online to be used in the Building Department with South Central Planning and Development Commission with monthly fee of $999.00.

31. Motion to spread the executed contract for the Scianna Lane Drainage project between the City of Bay St. Louis and JLB Contractors.

32. Motion to approve the invoice from MP Design in the amount of $24,000 for the GRPC Grant Court Street Community Center Project.

33. Motion to approve work order 15-007-031 from Chiniche Engineering in the amount of $15,000 for Bayou Lacroix Boat Launch Improvements Phase 2.

34. Motion to approve the invoices from Chiniche Engineering in the total amount of $42,016.37.

35. Motion to approve the certification letter dated June 18, 2024.

36. Motion to approve the certification letter for Docket of Claims 24-033 Special.

Spread Reports

37. Motion to spread the Cash Balances report on the minutes.
38. Motion to spread the Bay Saint Louis Payroll in the amount of $228,368.32 dated June 14, 2024 on the Minutes.
39. Motion to spread the Bay Saint Louis Payroll Hours Report dated June 14, 2024, on the Minutes.
40. Motion to spread the monthly harbor report on the minutes.

Attorney's Report

41. Motion to approve Ordinance #665-06-2024 adopting redistricting of ward boundaries for the City of Bay St. Louis, Mississippi.

Executive Session (If Needed)

Adjourn

42. Motion to adjourn the meeting of June 18, 2024.

City Council Meeting Minutes

June 04, 2024 at 5:30 PM

598 Main Street, Bay St. Louis, MS 39520

Call to Order

Invocation and Pledge

Agenda Amendments if Needed

Announcements

Guests

1. Chris Michel - FEMA Regulations Mole Street House GK

Minutes Approval

2. **Motion to approve the minutes of May 21, 2024.**

   Motion made by Councilman Knoblock, Seconded by Councilman Hoffman.
   Voting Yea: Councilman Seal, Councilman Hoffman, Councilman Reed, Council Member Lewis, Councilman Zimmerman, Councilman DeSalvo, Councilman Knoblock
   APPROVED

Mayor's Report

3. **Motion to authorize the administration to advertise a Request for Qualifications (RFQ) for the services of grant administrator for the SWIFT grant program.**

   Motion made by Councilman DeSalvo, Seconded by Councilman Knoblock.
   Voting Yea: Councilman Seal, Councilman Hoffman, Councilman Reed, Councilman Lewis, Councilman Zimmerman, Councilman DeSalvo, Councilman Knoblock
   APPROVED

4. **Motion to approve the City of Bay St. Louis Tree Protection and Mitigation Ordinance 666-06-2024.**

   Anita Warner spoke regarding the tree ordinance

No action was taken

Council Business

Tennis court discussion next agenda

5. SWIFT Grant Status

Project Updates

Public Forum

City Clerk's Report

6. **Motion to approve the Bay Saint Louis Docket of Claims #24-028 dated June 4, 2024, in the amount of $559,888.08.**

   Motion made by Councilman DeSalvo, Seconded by Councilman Hoffman.
   Voting Yea: Councilman Seal, Councilman Hoffman, Councilman Reed, Councilman Lewis, Councilman Zimmerman, Councilman DeSalvo, Councilman Knoblock
   APPROVED

7. **Motion to approve Docket of Claims 24-031 SPECIAL in the amount of $156,036.81 dated June 4, 2024.**

   Motion made by Councilman DeSalvo, Seconded by Councilman Hoffman.
   Voting Yea: Councilman Seal, Councilman Hoffman, Councilman Reed, Councilman Lewis, Councilman Zimmerman, Councilman DeSalvo, Councilman Knoblock
   APPROVED

Consent Agenda

Motion to approve the following consent agenda.

Motion made by Councilman DeSalvo, Seconded by Councilman Knoblock.
Voting Yea: Councilman Seal, Councilman Hoffman, Councilman Reed, Councilman Lewis, Councilman Zimmerman, Councilman DeSalvo, Councilman Knoblock

8. Motion to approve the installation of a new NCIC circuit for the BSL Police Department with C Spire for a monthly fee of $220 using state contract MPLS Point to Point VPRN.

9. Motion to spread the executed commercial lease agreement between Pafford EMS of Mississippi Inc and the City of Bay St. Louis on the minutes.
10. Motion to spread the executed agreement between the City of Bay St. Louis and the South Central Planning and Development Commission for the My Government Online software.
11. Motion to spread the executed contracts and addendum with DNP, Inc. and the City of Bay St. Louis for Fire Station 1 air conditioning unit.
12. Motion to approve the repair of 18 asphalt cuts from utility installations by Asphalt Maintenance Co for the amount of $9,917.50.
13. Motion to spread the FY25 Tidelands Grant Award Letter from Mississippi Department of Marine Resources for the Municipal Harbor Beach Amenities and Improvements Project in the amount of $250,000.
14. Motion to approve the purchase of 175 Neptune 5/8" PRO CODER register only and 16 1" Neptune PRO CODER with meter from Sole Source provider Consolidated Pipe and Supply in the amount of $34,253.00.
15. Motion to authorize the administration to terminate the service agreement for the elevators with Standard Industrial effective June 5, 2024.
16. Motion to approve change order #2 from Hopkins Construction in the amount of $3,694.00 for the BSL Train Depot ADA Improvements project.
17. Motion to approve the invoice from Edward Wikoff Architects in the amount of $652.40 for work the BSL Train Depot ADA Improvements project.
18. Motion to approve the change order #1 from Moran Hauling, Inc. for the Pickleball Court Project totaling $22,869.55 to add benches and fencing post sleeves in the slab and perimeter fencing.
19. Motion to approve all interfund transfers between funds.
20. Motion to approve the invoices from Chiniche Engineering in the total amount of $16,381.34.
21. Motion to approve the Utility Refund Check Register #24-029, dated June 4, 2024, in the amount of $2,160.73.
22. Motion to approve the Utility Refund Check Register #24-030, dated June 4, 2024, in the amount of $1,761.60.

23. Motion to approve the certification letter dated June 4, 2024.
24. Motion to spread the Bay Saint Louis Certification Letter dated June 4, 2024_Utility Refund Register_24-029 on the Minutes.
25. Motion to spread the Bay Saint Louis Certification Letter dated June 4, 2024_Utility Refund Register_24-030 on the Minutes.

APPROVED

Spread Reports

Motion to spread the reports on the minutes.

Motion made by Councilman at Large Knoblock, Seconded by Councilman Ward 3 Reed.

Voting Yea: Councilman Ward 1 Seal, Councilman Ward 2 Hoffman, Councilman Ward 3 Reed, Councilman Ward 4 Lewis, Councilman Ward 5 Zimmerman, Councilman Ward 6 DeSalvo, Councilman at Large Knoblock

26. Motion to spread the Bay Saint Louis Cash Balances on the minutes.
27. Motion to spread the rental activity report for the Business Resource Center for the month of May 2024.
28. Motion to spread the Bay Saint Louis Payroll in the amount of $224,096.66 dated May 31, 2024 on the Minutes.
29. Motion to spread the Bay Saint Louis Payroll Hours Report dated May 31, 2024, on the Minutes.
30. Motion to spread the Bay Saint Louis Revenue Report on the Minutes
31. Motion to spread the Bay Saint Louis Grant, Rebates & Donation Revenue Detailed GL YTD Report on the Minutes.
32. Motion to spread the Grants report GL Detail Last Month on the Minutes.
33. Motion to spread the Bay Saint Louis Revenue & Expense Report on the Minutes.
34. Motion to spread the Gaming and Sales Tax Report on the Minutes.

Attorney's Report

35. Order of Dismissal - Dedeaux vs. City of Bay St. Louis.

36. **Motion to approve Ordinance #665-06-2024 adopting redistricting of ward boundaries for the City of Bay St. Louis, Mississippi.**

    No action was taken

37. Ballentine Properties Complaint

Executive Session (If Needed)

Adjourn

38. **Motion to adjourn the meeting of June 4, 2024.**

    Motion made by Councilman at Large Knoblock, Seconded by Councilman Ward 6 DeSalvo.

    Voting Yea: Councilman Ward 1 Seal, Councilman Ward 2 Hoffman, Councilman Ward 3 Reed, Councilman Ward 4 Lewis, Councilman Ward 5 Zimmerman, Councilman Ward 6 DeSalvo, Councilman at Large Knoblock

_____

Gary Knoblock, Councilman At Large Date

_____

Doug Seal, Councilman Ward 1 Date

_____

Gene Hoffman, Councilman Ward 2 Date

_____

Jeffrey Reed, Councilman Ward 3 Date

_____

Kyle Lewis, Councilman Ward 4 Date

_____

Buddy Zimmerman, Councilman Ward 5 Date

_____

Josh DeSalvo, Councilman Ward 6 Date

_____

Mike Favre, Mayor Date

_____

Caitlin Bourgeois, Clerk of Council Date

APPLICATION FOR VARIANCE TO THE ZONING ORDINANCE

Please complete this form in its entirety; failure to do so may cause a delay in the submittal of your application to the Planning and Zoning Commission.

The following information is required before this application will be submitted to the Planning and Zoning Commission for consideration.

OWNER: Mr. and Mrs. Donald Robertson

ADDRESS: 223 Leonhard Bay St. Louis

PHONE: 972-689-3910

ADDRESS OF PROPERTY IN QUESTION IF DIFFERENT FROM ADDRESS STATED ABOVE

1. **Legal description of property to be considered for variance as described in the Hancock County tax rolls:**
   Lots 9 and 10, Block 4, Leonard S/D, Hancock Co., MS

2. **Parcel number(s) as described in the Hancock County tax rolls:**
   144N-0-19-065.00

3. **Present Zoning:** _____

4. **Present use of building/property:** vacant lot

5. **Application fee of ~~$100~~ $250 (~~Residential~~): 250.00**
   Application fee of ~~$200~~ $250 (~~Commercial~~): _____

Article XIII
1303 APPEALS, HEARING AND NOTICE

Every appeal or application shall refer to the specific provision of the ordinance involved and shall set forth the interpretation that is claimed, the use for which a special exception is sought, or the details of the variance that is applied for and the case may be, and accompanied by a plat or plan, drawn to scale, showing the actual dimensions of the parcel of land to be built upon and used, the size of any building to be erected, and the location of the building upon the lot, the materials to be used and other such information as may be deemed necessary to provide full information regarding intended use. The Municipal Clerk shall forthwith transmit the appeal or application to the Commission together with all papers constituting the record upon which the action appealed from was taken.

Article XIII
1305.3 VARIANCES

To recommend such variances from the terms of this Ordinance as will not be contrary to the public interest where, owing to special conditions, literal enforcement of the provisions of this Ordinance will in an individual case result in unnecessary hardship, so that the spirit of the Ordinance shall be observed, public safety and welfare secured, and substantial justice be done. Such variance may be granted in such case of unnecessary hardship upon a finding by the City Council that all of the following conditions exist:

A. There are extraordinary and exceptional conditions which pertain to the particular piece of property in question because of its size, shape, or topography that are not applicable to other lands or structures in the same district.

B. The literal interpretation of the provisions of this Ordinance would deprive the applicant of rights commonly enjoyed by other residents of the district in which the property is located.

C. Granting the variance requested will not confer upon the applicant any special privileges that are denied to other residents of the district in which the property is located.

D. The requested variance will be in harmony with the purpose and intent of this Ordinance and will not be injurious to the neighborhood or to the general welfare.

E. The special circumstances are not the result of the actions of the applicant.

F. The existence of a nonconforming use of neighboring land, buildings, or structures in the same district or of permitted or nonconforming uses in other districts shall not constitute a reason for the requested variance.

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 six (6) 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 six (6) 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 six (6) months.

Please submit the following documentation with your application:

1. What is the specific provision of the ordinance involved accessory dwelling

2. The use for which a variance is sought art studio/workshop for personal use

3. If request is for a setback variance, please answer the following:

_____ Front yard setback requirement
_____ Proposed distance remaining to the property line
_____ Total front yard setback variance needed

_____ Side yard setback requirement
_____ Proposed distance remaining to the property line
_____ Total side yard setback variance needed

_____ Rear yard setback requirement
_____ Proposed distance remaining to the property line
_____ Total rear yard setback variance needed

4. If request is for a variance other than setback, please answer the following:

15000 Required total square footage of lot
14377 Proposed square footage of lot
623 Total square footage needed to lot

_____ Required minimum width of lot
_____ Proposed minimum width of lot
_____ Total variance to minimum lot width needed

_____ Required fence height
_____ Proposed fence height
_____ Total fence height variance needed

5. Other type(s) of variance needed:

_____

_____

_____

6. A plat or plan, drawn to scale, showing the actual dimensions of the parcel of land to be built upon.

7. Size of any building to be erected, and the location of the building upon the lot.

8. Materials to be used (Exterior Finish) and other such information as may be deemed necessary to provide full information regarding intended use.

9. Is the property in question in a sub-division? no

10. If the property in question is within a sub-division, is there an existing covenant running with the land?_____

11. If the answer to question 9 is yes, please state the book and page numbers where the stated restrictive covenants are filed in the Chancery Clerks Office of Hancock County.

Book Number _____ Page Number _____

It is warranted in good faith by the owners whose name is signed hereto that all of the above facts are true and correct.

Donald Robertson
Donald Robertson (Apr 23, 2024 15:27 CDT)
Applicant's Signature

04/23/2024
Date

FOR OFFICE USE ONLY

Date of Application received: _____

APPLICATION FOR SPECIAL EXCEPTION TO THE ZONING ORDINANCE

Please complete this form in its entirety; failure to do so may cause a delay in the submittal of your application to the Planning and Zoning Commission.

The following information is required before this application will be submitted to the Planning and Zoning Commission for consideration.

OWNER: Mr. and Mrs. Donald Robertson

ADDRESS: 223 Leonhard Bay St. Louis

PHONE: 972-689-3910

ADDRESS OF PROPERTY IN QUESTION IF DIFFERENT FROM ADDRESS STATED ABOVE

1. **Legal description of property to be considered for variance as described in the Hancock County tax rolls:**
Lots 9 and 10, Block 4, Leonhard S/D, Hancock Co., MS

2. **Parcel number(s) as described in the Hancock County tax rolls:**
144N-0-19-065.00

3. **Present Zoning:** R-1

4. **Present use of building/property:** Vacant Lot

5. **Application fee of $100 (Residential):** $250.00

   Application fee of $200 (Commercial):

Please submit the following documentation with your application:

Article XIII
1303 APPEALS, HEARING AND NOTICE

Every appeal or application shall refer to the specific provision of the ordinance involved and shall set forth the interpretation that is claimed, the use for which a special exception is sought, or the details of the variance that is applied for and the case may be, and accompanied by a plat or plan, drawn to scale, showing the actual dimensions of the parcel of land to be built upon and used, the size of any building to be erected, and the location of the building upon the lot, the materials to be used and other such information as may be deemed necessary to provide full information regarding intended use. The Municipal Clerk shall forthwith transmit the appeal or application to the Commission together with all papers constituting the record upon which the action appealed from was taken.

1305.2 SPECIAL EXCEPTIONS

A special exception shall not be recommended unless:

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.

1. The use for which a Special Exception is sought accessory dwelling in an R-1 zoning district

2. Grounds upon which it is claimed that the Special Exception shall be granted:

single family use- art studio/workshop

3. A plat or plan, drawn to scale, showing the actual dimensions of the parcel of land to be built upon.

5. Size of building to be erected, and the location of the building upon the lot.

6. Materials to be used (Exterior Finish) and other such information as may be deemed necessary to provide full information regarding intended use.

7. Is the property in question in a sub-division? no

8. If the property in question is within a sub-division, is there an existing covenant running with the land? _____

9. If the answer to question 8 is yes, please state the book and page numbers where the stated restrictive covenants are filed in the Chancery Clerks Office of Hancock County. Book Number_____ Page Number _____

It is warranted in good faith by the owner whose name is signed hereto that all of the above facts are true and correct.

Donald Robertson
Donald Robertson (Apr 23, 2024 15:26 EDT)
Applicant's Signature

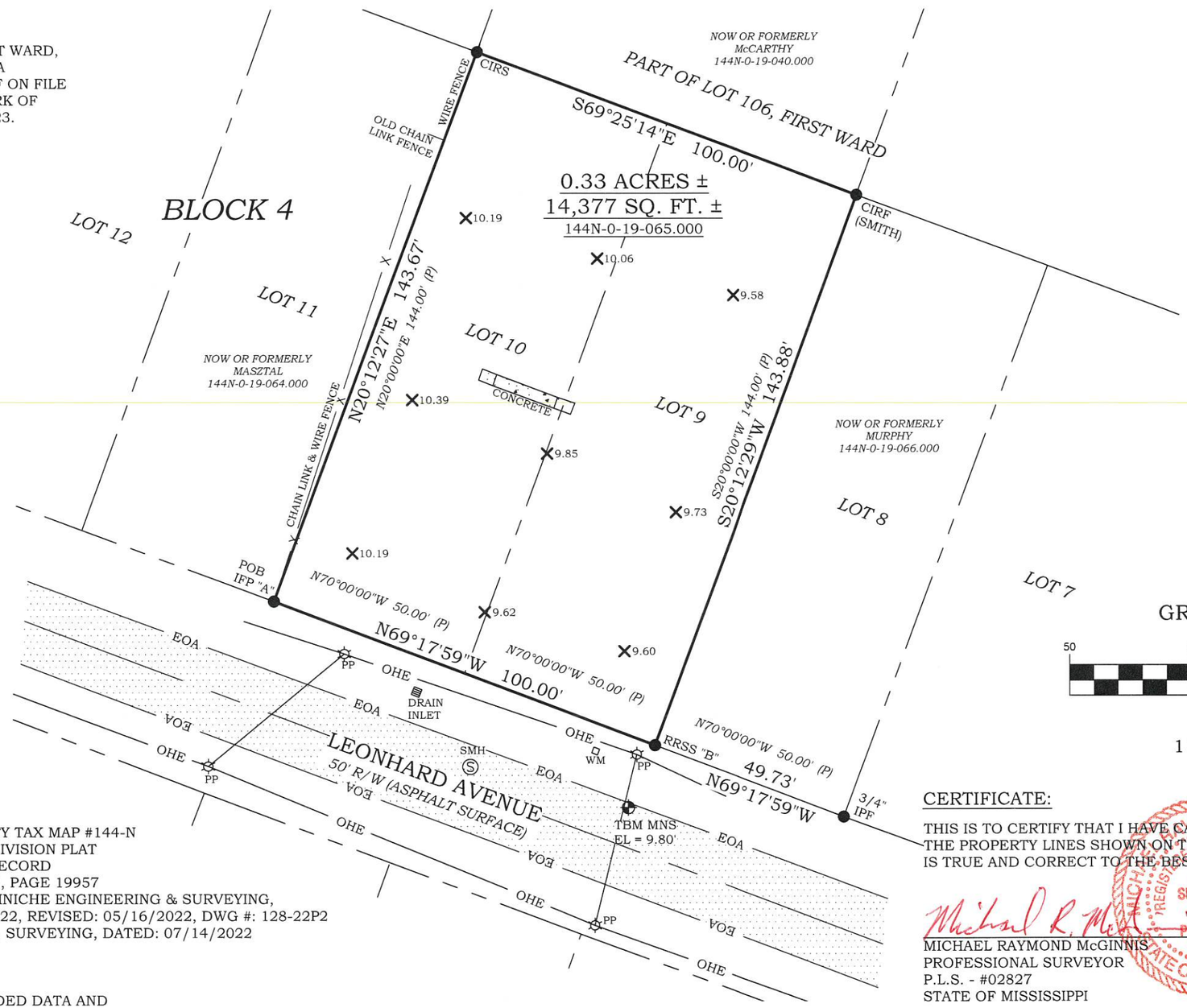
04/23/2024
Date

FOR OFFICE USE ONLY

Date of Application received: _____

RECORD DESCRIPTION:

LOT 9 AND 10, BLOCK 4, LEONHARD'S SUBDIVISION, FIRST WARD, CITY OF BAY ST. LOUIS, HANCOCK COUNTY, MISSISSIPPI, A SUBDIVISION ACCORDING TO THE MAP OR PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE CHANCERY CLERK OF HANCOCK COUNTY, MISSISSIPPI IN PLAT BOOK S, PAGE 423.



GRID COORDINATES

POINT	NORTHING	EASTING
"A"	302733.35	825785.32
"B"	302698.01	825878.89

GRAPHIC SCALE

50 0 25 50 100

(IN FEET)

1 INCH = 50 FEET

LEGEND:

IRF = 1/2" IRON ROD FOUND
IPF = IRON PIPE FOUND
CIRF = CAPPED 1/2" IRON ROD FOUND
CIRS = CAPPED 1/2" IRON ROD SET
IFP = IRON FENCE POST
TPF = "T" POST FOUND
IBF = IRON BAR FOUND
AIF = ANGLE IRON FOUND
WFP = WOOD FENCE POST
MNF = MAGNETIC NAIL FOUND
MNS = MAGNETIC NAIL SET
REF. = REFERENCE
O/S = OFFSET
R/W = RIGHT-OF-WAY
O/H/U = OVERHEAD UTILITIES
PP = POWER POLE
LP = LIGHT POLE
TP = TELEPHONE PEDESTAL
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
TBM = TEMPORARY BENCH MARK
FFE = FINISH FLOOR ELEVATION
TOB = TOP OF BANK
RCP = REINFORCED CONCRETE PIPE
CMP = CORRUGATED METAL PIPE
HDPE = HIGH DENSITY POLYETHYLENE PIPE
FH = FIRE HYDRANT
WM = WATER METER
SMH = SEWER MAN HOLE
CO = CLEAN OUT
GP = GRINDER PUMP
C/L = CENTERLINE
EOA = EDGE OF ASPHALT
EOG = EDGE OF GRAVEL
(P) = PLAT OF RECORD
(D) = DEED OF RECORD
(R) = RECORD

× 0.00 = GROUND ELEVATION

REFERENCES:

1. HANCOCK COUNTY TAX MAP #144-N
2. LEONHARD SUBDIVISION PLAT
3. DRAKE MAP OF RECORD
4. DEED BOOK 2022, PAGE 19957
5. SURVEY BY J. CHINICHE ENGINEERING & SURVEYING, DATED: 05/11/2022, REVISED: 05/16/2022, DWG #: 128-22P2
6. SURVEY BY A.K.S. SURVEYING, DATED: 07/14/2022

NOTES:

1. LOT LOCATION & ORIENTATION ARE BASED ON RECORDED DATA AND MONUMENTATION FOUND AVAILABLE.
2. BEARINGS REFERENCE: GRID, GEOID G2018U7 NAD '83 STATE PLANE ZONE MISSISSIPPI EAST BY GPS OBSERVATION, UTILIZING EARL DUDLEY'S VIRTUAL REFERENCE NETWORK, INET. HAVING A CONVERGENCE ANGLE OF -0°15'13" AND A COMBINATION FACTOR OF 0.999982596.
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.
6. ATTENTION IS CALLED TO THE VARIANCE BETWEEN THE PLATTED CALLS AND THE CORNERS RECOVERED WITHIN SAID SUBDIVISION.

CERTIFICATE:

THIS IS TO CERTIFY THAT I HAVE CAUSED A SURVEY TO BE MADE ON THE PROPERTY LINES SHOWN ON THIS PLAT, AND THAT SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Michael R. McGinnis — PLS-02827 — 3/27/2024

MICHAEL RAYMOND McGINNIS — DATE
PROFESSIONAL SURVEYOR
P.L.S. - #02827
STATE OF MISSISSIPPI

LICENSED PROFESSIONAL LAND SURVEYOR — MICHAEL RAYMOND McGINNIS — REGISTERED — STATE OF MISSISSIPPI

REV. #2 DATE:	
REV. #1 DATE:	
DATE: 03.27.2024	
SCALE: 1" = 30'	
CREW: C. GRAY/C. McCUBBIN	
DRAWN BY: MRM	

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
LOTS 9 AND 10, BLOCK 4,
LEONARD SUBDIVISION,
FIRST WARD, CITY OF BAY ST. LOUIS,
HANCOCK COUNTY, MS.

FOR: CRANE CONSTRUCTION — SHEET 1 OF 1

JOB #: 2024-035 — DWG #: 2024-035_Pla

Y:\2024 Surveys\2024-035\CAD\2024-035_Plat.dwg, 3/27/2024 1:47:40 PM, Adobe PDF

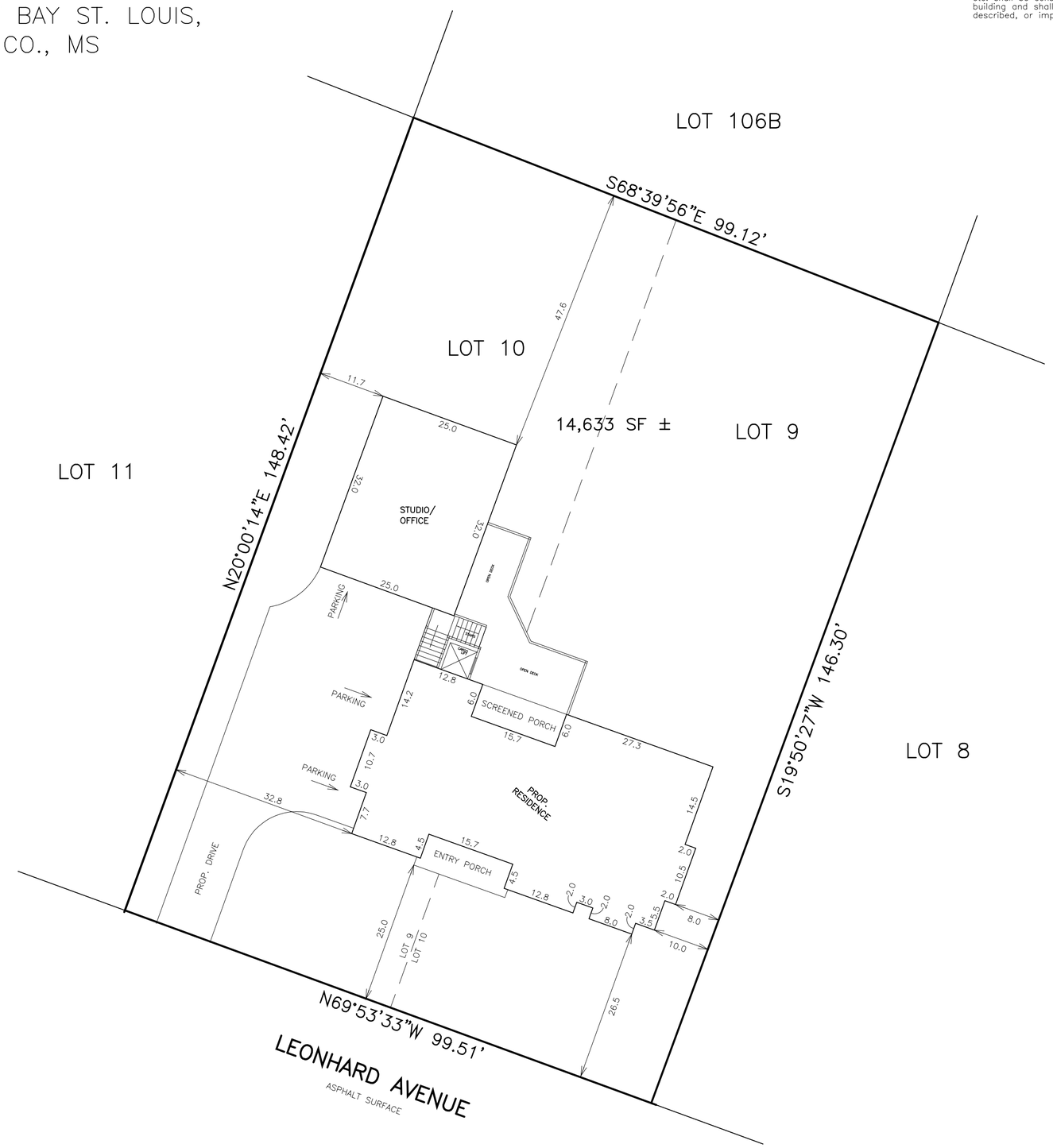
Plot Plan

LOTS 9 AND 10, LEONHARD SUBDIVISION,
BLOCK 4, CITY OF BAY ST. LOUIS,
HANCOCK CO., MS

N

NOTES:

1. All work shall be performed in accordance with all applicable national, state, and local codes, regulations, and FHA/VA MPS.
2. It is the responsibility of the owner and/or general contractor to check all dimensions for the job before construction.
3. Contractor shall insure compatability of the building with all site requirements.
4. The contractor is responsible for adjusting and verifying all structural details and conditions to meet all local codes and to insure a quality and safe structure.
5. All federal, state, and local codes, ordinances, regulations, etc. shall be considered as part of specifications for this building and shall take preference over anything shown, described, or implied where same are variance.



Note:
Plot plan is drawn per survey done by RIED & ASSO. LLC, dated 03/13/23, JOB# 23-023

Plot Plan

Scale: 1"=15'
W.O. #: 81023
Date: 08/10/23
Drawn by: TLP
Sheet: P

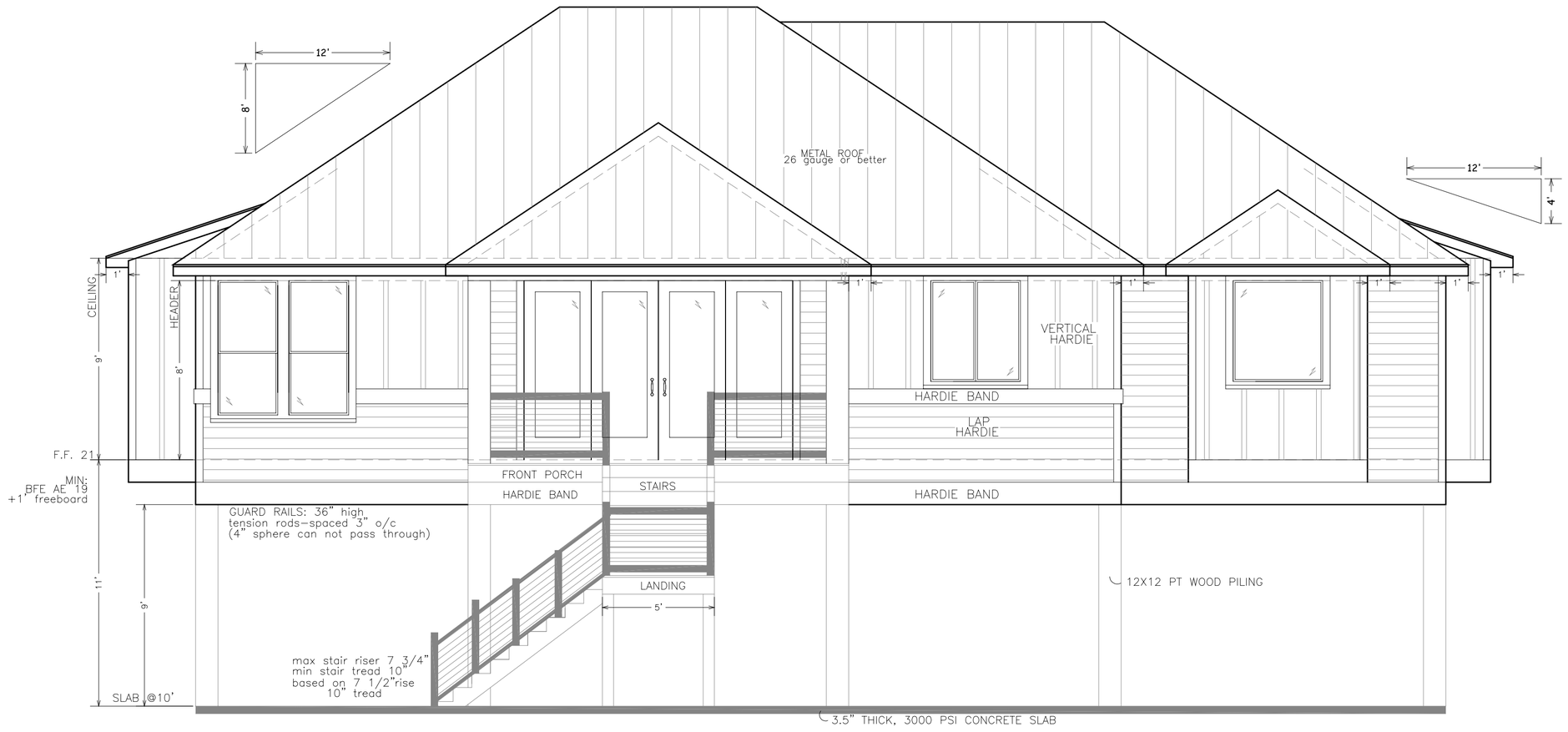
Prepared For:
Donnie & Lesli Roberston
223 Leonhard Ave.
Bay St. Louis, MS

Techni-CAD Drafting Service
17121 Fenton-Dedeaux Road
Kiln, MS 39556
Ph: 228-326-4232 email: atoashamoment@aol.com
Computer Aided Design

NOTES:

1. All work shall be performed in accordance with all applicable national, state, and local codes, regulations, and FHA/VA MPS.
2. It is the responsibility of the owner and/or general contractor to check all dimensions for the job before construction.
3. Contractor shall insure compatability of the building with all site requirements.
4. The contractor is responsible for adjusting and verifying all structural details and conditions to meet all local codes and to insure a quality and safe structure.
5. All federal, state, and local codes, ordinances, regulations, etc. shall be considered as part of specifications for this building and shall take preference over anything shown, described, or implied where same are variance.

NOTES: CITY OF BAY ST LOUIS, MS uses the 2018 International Building Code and is in a High Velociy Wind Zone requiring wind ratings of 130 mph sustained and 140 mph 3 SEC gusts.



FRONT

ELEVATIONS PLAN

Scale: 1/4"=1'-0"

W.O. #: 112323

Date: 11/23/23

Drawn by: TLP

Sheet: 1

Prepared For:
Donnie & Leslie Robertson
223 Leonard Ave
Bay St Louis, MS

Techni-CAD Drafting Service
Computer Aided Design
17121 Fenton Dedeaux Rd
Kiln, MS 39556
Ph: 228-326-4232 email: atoashamoment@aol.com

NOTES:

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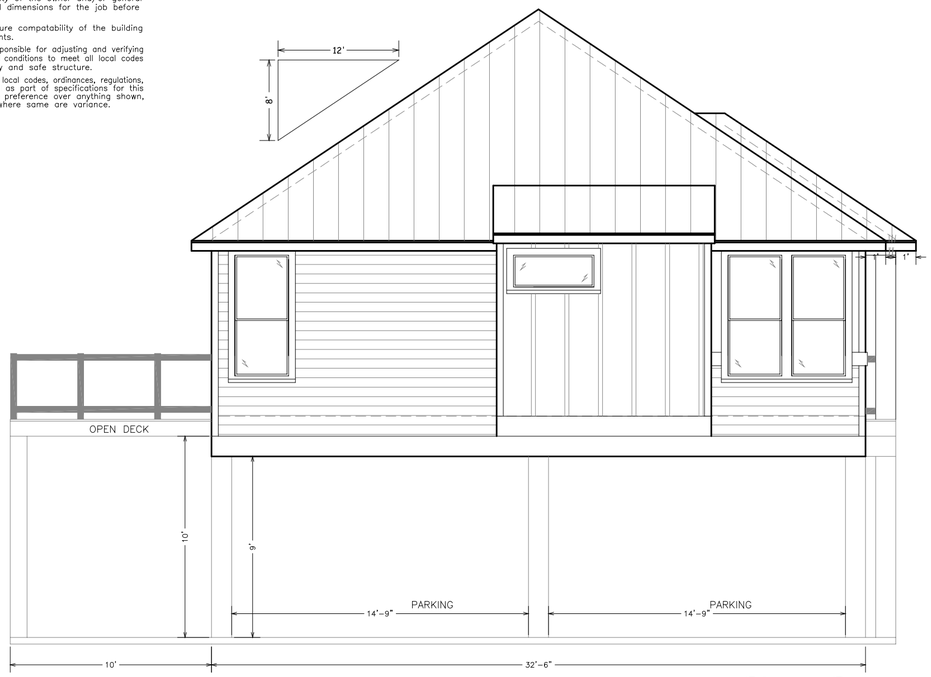
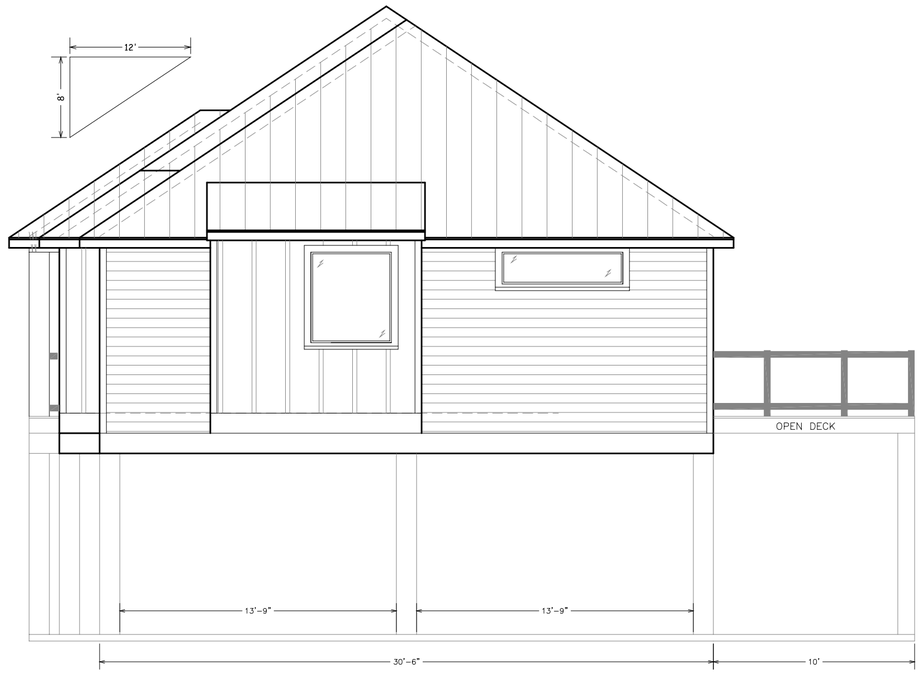


LEFT SIDE



RIGHT SIDE

FRONT

ELEVATIONS PLAN

Scale:
3/16"=1'-0"

W.O. #:
112323

Date:
11/23/23

Drawn by:
TLP

Sheet:
2

Prepared For:
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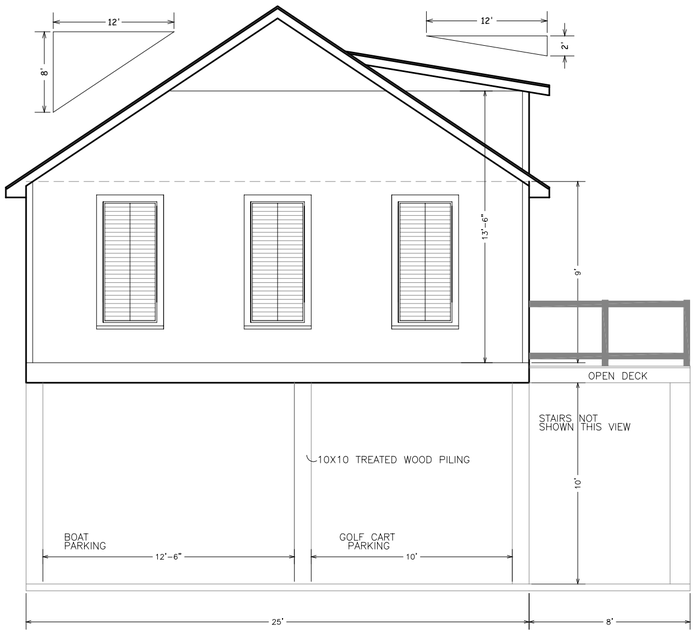
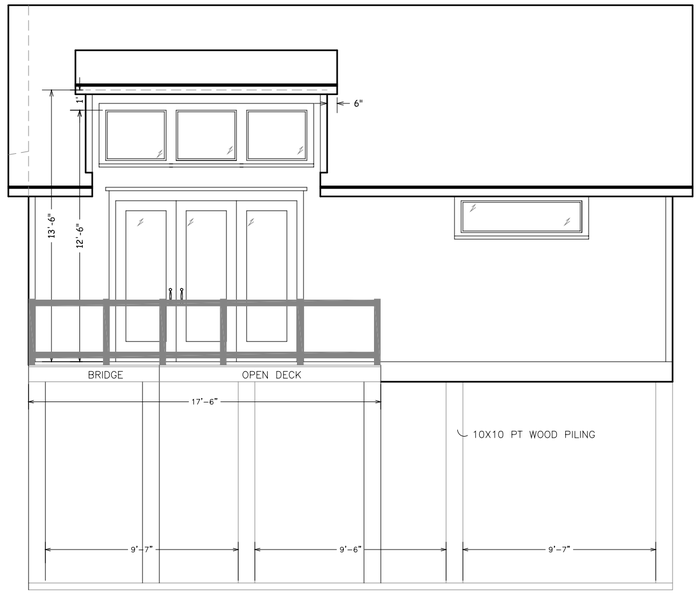
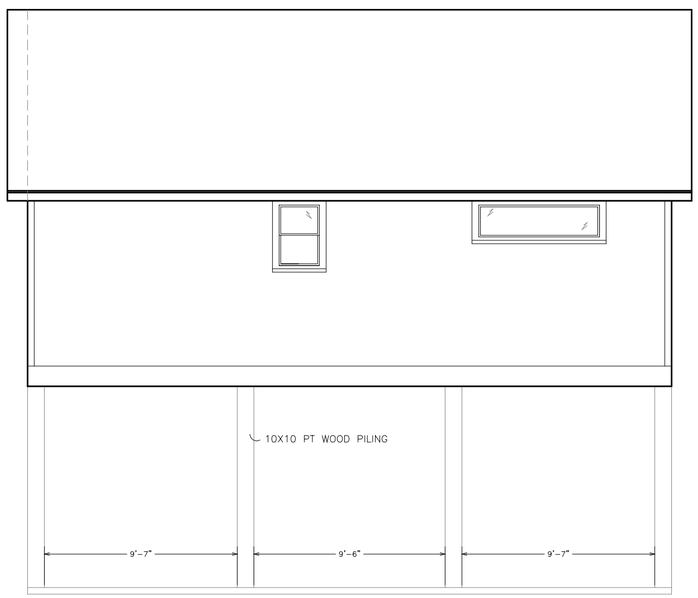


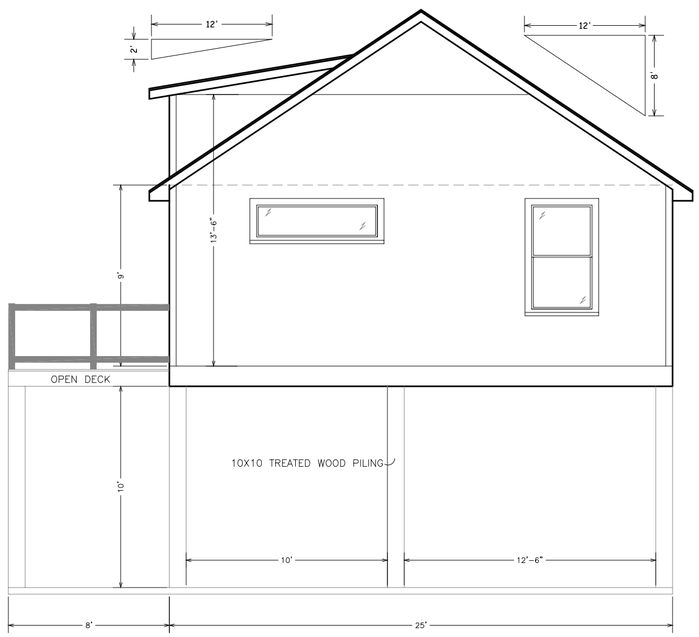
FRONT



RIGHT SIDE



LEFT SIDE



REAR

STUDIO
ELEVATIONS PLAN

Scale:
3/16"=1'-0"
W.O. #:
112323
Date:
11/23/23
Drawn by:
TLP
Sheet:
3

Prepared For:
Donnie & Leslie Robertson
223 Leonard Ave
Bay St Louis, MS

Techni-CAD Drafting Service
Computer Aided Design
17121 Fenton Dedeaux Rd
Kiln, MS 39556
Ph: 228-326-4232 email: atoashamoment@aol.com

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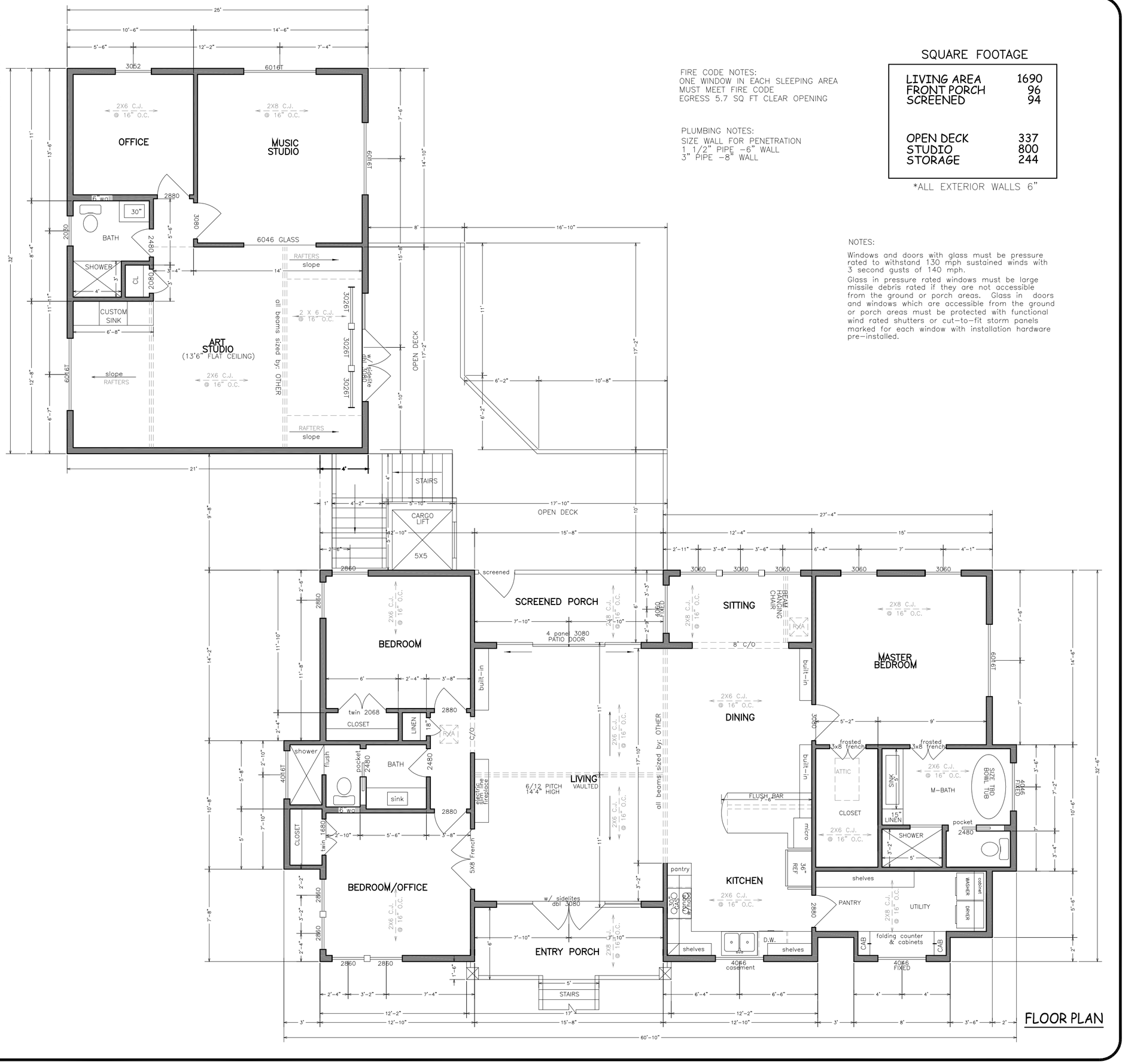

FIRE CODE NOTES:
ONE WINDOW IN EACH SLEEPING AREA
MUST MEET FIRE CODE
EGRESS 5.7 SQ FT CLEAR OPENING

PLUMBING NOTES:
SIZE WALL FOR PENETRATION
1 1/2" PIPE -6" WALL
3" PIPE -8" WALL

SQUARE FOOTAGE

LIVING AREA	1690
FRONT PORCH	96
SCREENED	94
OPEN DECK	337
STUDIO	800
STORAGE	244

*ALL EXTERIOR WALLS 6"

NOTES:

Windows and doors with glass must be pressure rated to withstand 130 mph sustained winds with 3 second gusts of 140 mph.

Glass in pressure rated windows must be large missile debris rated if they are not accessible from the ground or porch areas. Glass in doors and windows which are accessible from the ground or porch areas must be protected with functional wind rated shutters or cut-to-fit storm panels marked for each window with installation hardware pre-installed.

Scale: 3/16"=1'-0"

W.O. #: 112323

Date: 11/23/23

Drawn by: TLP

Sheet: 4

Prepared For:
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223 Leonard Ave
Bay St Louis, MS

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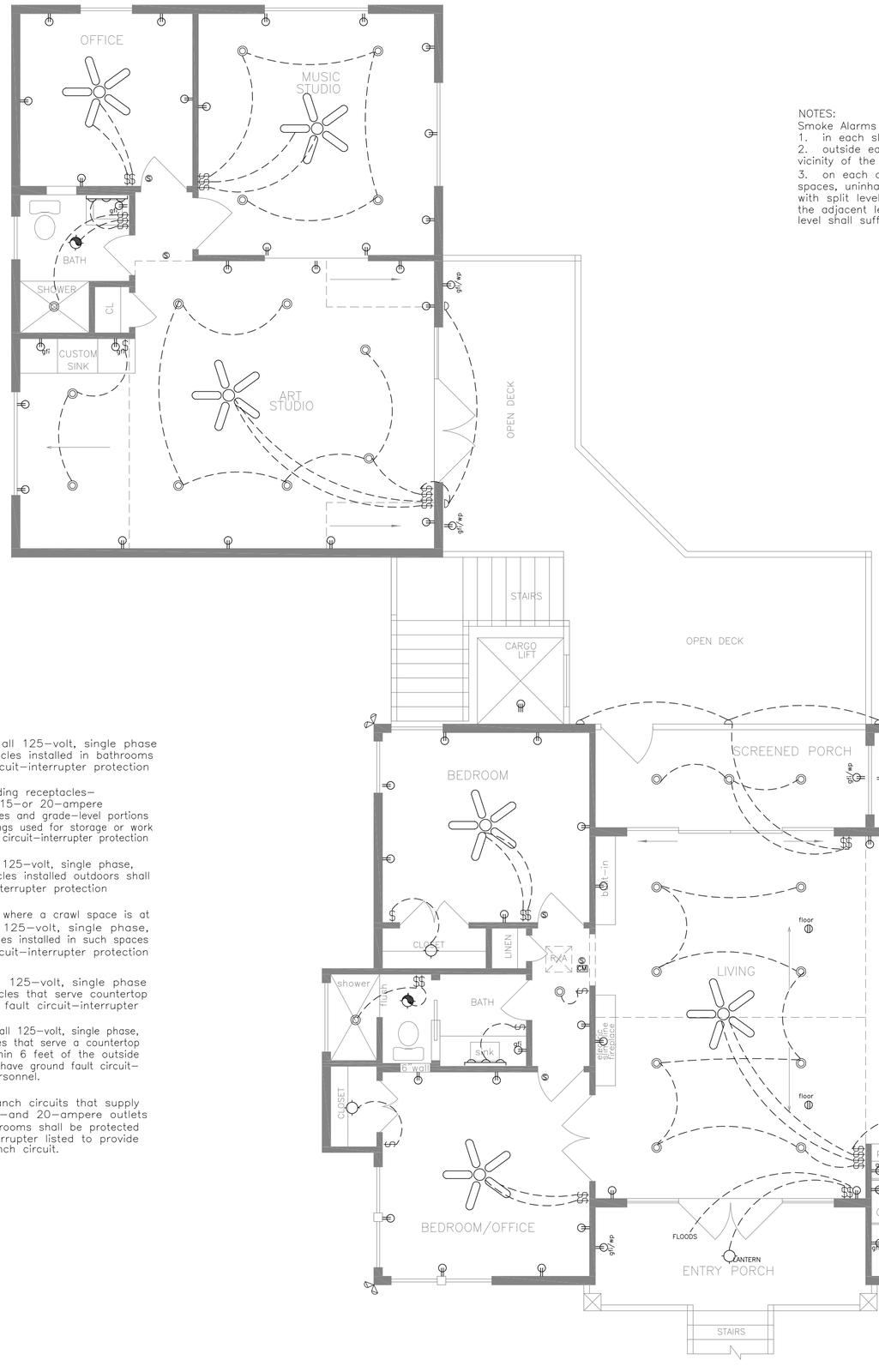

NOTES:
Smoke Alarms shall be installed in the following locations:
1. in each sleeping room
2. outside each separate sleeping area in the immediate vicinity of the bedrooms.
3. on each additional story of the dwelling, except crawl spaces, uninhabitable attics. In dwellings or dwelling units with split levels and without an intervening door between the adjacent levels, a smoke alarm installed on the upper level shall suffice.

ELECTRICAL LEGEND

	110 RECEPT.
	220 RECEPT.
gfi	GROUND FAULT INT.
w.p.	WATER PROOF RECEPT.
CM	CARBON MONOXIDE
	SMOKE DETECTOR
$	SWITCH
$3	3 WAY SWITCH
	BATH VENT W/ LIGHT
	RECESSED LIGHT
	STANDARD LIGHT
	PENDANT LIGHTS
	SCONCE LIGHT
	CABLE
	FLOOD LIGHTS
	VANITY LIGHT
	CEILING FAN
	CORNER FAN
	INDIRECT LIGHTING
	FLUORESCENT LIGHT

ALL RECEPTACLES LOCATED BELOW 5'5" TO BE TAMPER RESISTANT UNLESS DEDICATED TO A SPECIFIC APPLIANCE

NOTES:
– bathroom receptacles– all 125–volt, single phase 15–and 20–ampere receptacles installed in bathrooms shall have ground fault circuit–interrupter protection for personnel.
– garage & accessory building receptacles– all 125–volt, single phase, 15–or 20–ampere receptacles installed in garages and grade–level portions of unfinished accessory buildings used for storage or work areas shall have ground fault circuit–interrupter protection for personnel.
– outdoor receptacles– all 125–volt, single phase, 15–and 20–ampere receptacles installed outdoors shall have ground fault circuit–interrupter protection for personnel.
– crawl space receptacles– where a crawl space is at or below grade level, all 125–volt, single phase, 15–and 20–ampere receptacles installed in such spaces shall have ground fault circuit–interrupter protection for personnel.
– kitchen receptacles– all 125–volt, single phase 15–and 20–ampere receptacles that serve countertop surfaces shall have ground fault circuit–interrupter protection for personnel.
– bar and sink receptacles– all 125–volt, single phase, 15–and 20–ampere receptacles that serve a countertop surface, and are located within 6 feet of the outside edge of a wet bar sink shall have ground fault circuit–interrupter protection for personnel.
– bedroom outlets– all branch circuits that supply 125–volt, single phase, 15–and 20–ampere outlets installed in dwelling unit bedrooms shall be protected by an arc–fault circuit–interrupter listed to provide protection of the entire branch circuit.

ELECTRICAL PLAN

Scale: 3/16"=1'-0"
W.O. #: 112323
Date: 11/23/23
Drawn by: TLP
Sheet: 5

Prepared For:
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223 Leonard Ave
Bay St Louis, MS

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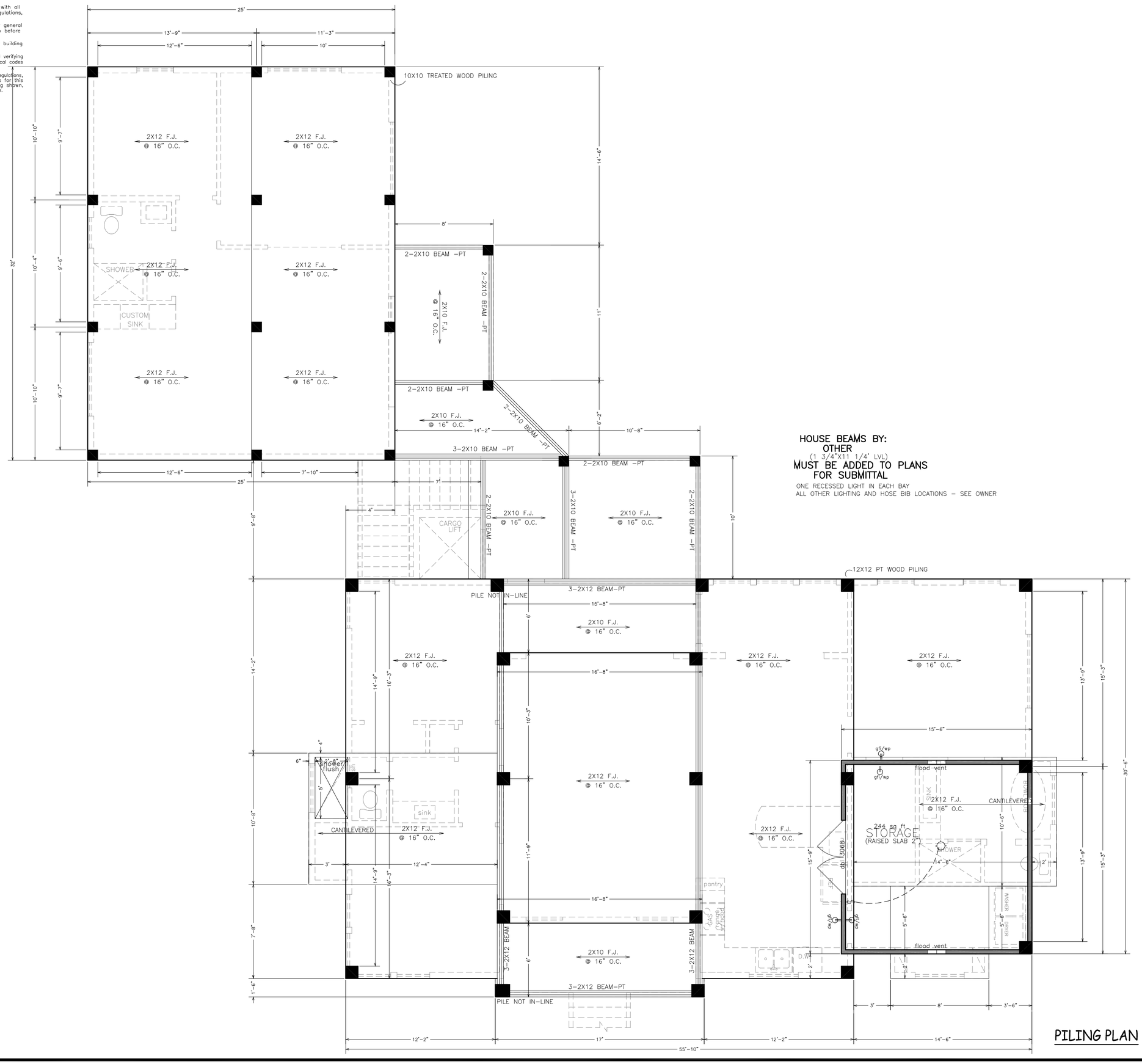

PILING PLAN

HOUSE BEAMS BY:
OTHER
(1 3/4"X11 1/4" LVL)
MUST BE ADDED TO PLANS
FOR SUBMITTAL

ONE RECESSED LIGHT IN EACH BAY
ALL OTHER LIGHTING AND HOSE BIB LOCATIONS – SEE OWNER

Scale:
3/16"=1'-0"

W.O. #:
112323

Date:
11/23/23

Drawn by:
TLP

Sheet:
6

Prepared For:
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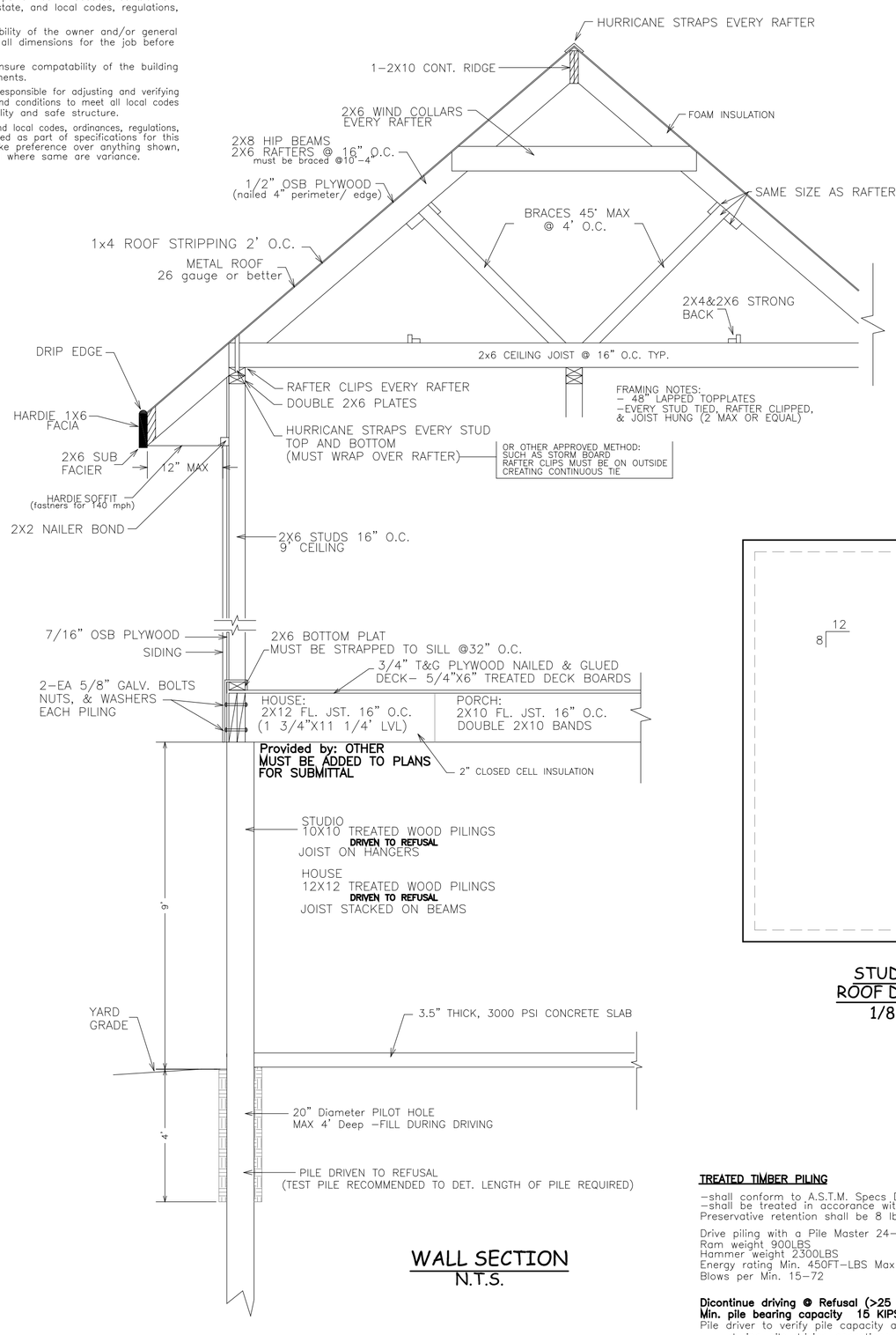
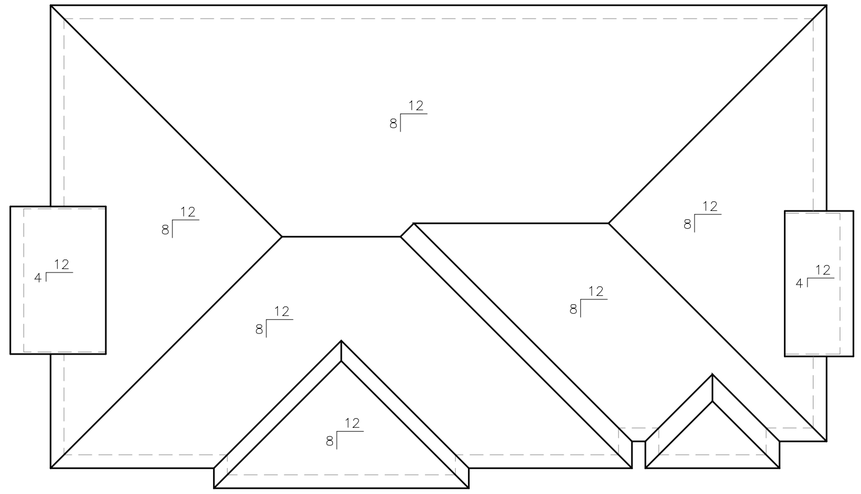


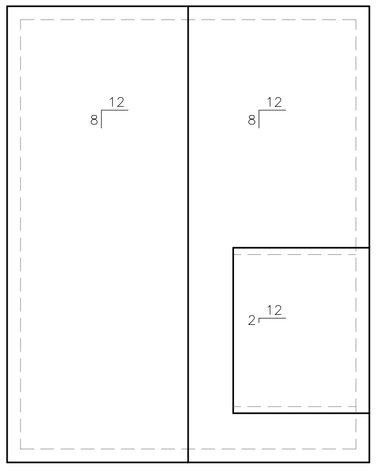
WALL SECTION
N.T.S.

ENGINEER REQUIREMENT:
ANY ANOMALIES FOUND IN SOIL
REQUIRES SOIL BORING

ENGINEER NOTES:
ELEVATED BUILDINGS SUPPORTED ON WOOD PILINGS ARE PRONE TO SWAYING, DUE TO THE ELEVATION AND WOOD CONNECTORS. THIS IS NOT A STRUCTURAL ISSUE DUE TO WIND SPEEDS THAT ARE BELOW THE DESIGN WIND SPEED OF THE STRUCTURE. THIS STATED THE ENGINEER, GENERAL CONTRACTOR, AND SUB-CONTRACTORS WILL NOT BE LIABLE FOR SWAYING TO ANY LEVEL OR DEGREE. HOWEVER, THE STRUCTURAL INTEGRITY IS INTACT AND WILL PERFORM AS NECESSARY WITHOUT FAILURE OR COLLAPSE.



HOUSE
ROOF DETAIL
1/8"=1'



STUDIOL
ROOF DETAIL
1/8"=1'

GENERAL ROOF NOTES:

ALL ROOFING SHINGLES- Are required to meet **130 mph sustained and 140 mph 3 second gust**

METAL ROOFING- materials must be 26 gauge or better installed to manufacturer's specification to ensure wind ratings of 130 mph sustained **and 140 mph 3 second gusts.**

HURRICANE STRAPS- hot dipped galvanized or stainless steel straps are required on every stud; refer to 2012 IRC typical methods of anchorage & bracing for further details. Strap inspections are required prior to covering.

TREATED TIMBER PILING

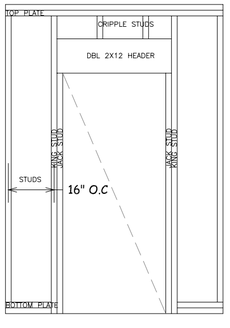
-shall conform to A.S.T.M. Specs D-25
-shall be treated in accorance with Federal Specs TT-W-571. Class 5
Preservative retention shall be 8 lbs per cubic foot

Drive piling with a Pile Master 24-900 or equal Providing:
Ram weight 900LBS
Hammer weight 2300LBS
Energy rating Min. 450FT-LBS Max 1800FT-LBS
Blows per Min. 15-72

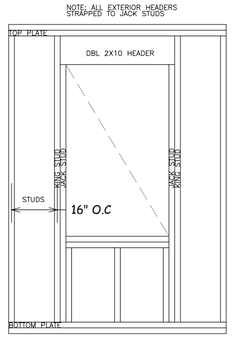
Dicontinue driving @ Refusal (>25 blows/FT)
Min. pile bearing capacity 15 KIPS
Pile driver to verify pile capacity and blow counts during pile driving operations

Drive pile to within 12" of final Elevation, or to refusal
Cut off butt at required elevation
Seal butts with 3 coats of copper napthenate
All piles are to be within 2" of location shown on plan

Pile lenght:
PL-TBD by TEST PILE' (to be cut to top of main floor framing -LVL)
Minimum embedment REFUSAL
20" PILOT HOLE DEPTH 4'



DOOR OPENING DETAIL



WINDOW OPENING DETAIL

Details Plan

Scale: 1/4"=1'-0"
W.O. #: 112323
Date: 11/23/23
Drawn by: TLP
Sheet: 7

Prepared For:
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TO: Planning and Zoning Commission
City of Bay St. Louis

RE: 223 Leonhard, Bay St Louis, MS 39520
144N-0-19-065.000
9 & 10 BLK 4 LEONARD SUBD

HEARING DATE: June 12, 2024

I have reviewed the application for variance and special exception applications submitted by Donald Robertson. The property is located at 223 Leonhard, Bay St Louis. The property is in an R-1, Residential-Single Family district, which requires special exception to allow an accessory dwelling in an R-1 zoning district on a parcel over 15,000 sq ft.

The applicant is requesting to construct an accessory dwelling on a lot that is 14,377 square feet.

Variance and Special Exceptions Requested:

1) **Special exception to construct a detached accessory dwelling**

2) **Variance to the 15,000 sq ft minimum lot size for an accessory structure. The parcel is 14,377 square feet; therefore, it would require a 623 square foot variance to minimum lot size if a variance is required.**

I have included the building plans of the house and accessory dwelling. The accessory dwelling is connected by an open deck.

The administration's recommendation is to deny the special exception and variance.

1) Accessory dwellings are uncommon in the Leonhard area.
2) Plans can be altered to make the additional space part of the primary dwelling

If I can be of any further assistance in this matter, please feel free to call my office at 228-466-5516.

Sincerely,

Jeremy L Burke
Zoning Administrator

APPLICATION FOR VARIANCE TO THE ZONING ORDINANCE

Please complete this form in its entirety; failure to do so may cause a delay in the submittal of your application to the Planning and Zoning Commission.

The following information is required before this application will be submitted to the Planning and Zoning Commission for consideration.

OWNER: Lee and Tanyn Rogers

ADDRESS: 4508 Hessmer Avenue
Metairie, LA 70002

PHONE: 504-812-2695

ADDRESS OF PROPERTY IN QUESTION IF DIFFERENT FROM ADDRESS STATED ABOVE
1350 N. Beach Blvd. Bay St. Louis, MS 39520

1. **Legal description of property to be considered for variance as described in the Hancock County tax rolls:**
~~1350 N. Beach Blvd. Bay St. Louis, MS 39520~~
PT 23, 1ST WD PT 20 WATER LOT BAY ST LOUIS

2. **Parcel number(s) as described in the Hancock County tax rolls:** 144L-0-18-001.000
Suffix 0 FIRM Index date 10-16-09
2804 5C0354 Base Flood Elevation 24.0'

3. **Present Zoning:** VE (R-1)

4. **Present use of building/property:** residential lot

5. **Application fee of ~~$100~~ $250 (~~Residential~~):** $ 250.00
Application fee of ~~$200~~ $250 (~~Commercial~~):

Article XIII
1303 APPEALS, HEARING AND NOTICE

Every appeal or application shall refer to the specific provision of the ordinance involved and shall set forth the interpretation that is claimed, the use for which a special exception is sought, or the details of the variance that is applied for and the case may be, and accompanied by a plat or plan, drawn to scale, showing the actual dimensions of the parcel of land to be built upon and used, the size of any building to be erected, and the location of the building upon the lot, the materials to be used and other such information as may be deemed necessary to provide full information regarding intended use. The Municipal Clerk shall forthwith transmit the appeal or application to the Commission together with all papers constituting the record upon which the action appealed from was taken.

Article XIII
1305.3 VARIANCES

To recommend such variances from the terms of this Ordinance as will not be contrary to the public interest where, owing to special conditions, literal enforcement of the provisions of this Ordinance will in an individual case result in unnecessary hardship, so that the spirit of the Ordinance shall be observed, public safety and welfare secured, and substantial justice be done. Such variance may be granted in such case of unnecessary hardship upon a finding by the City Council that all of the following conditions exist:

A. There are extraordinary and exceptional conditions which pertain to the particular piece of property in question because of its size, shape, or topography that are not applicable to other lands or structures in the same district.

B. The literal interpretation of the provisions of this Ordinance would deprive the applicant of rights commonly enjoyed by other residents of the district in which the property is located.

C. Granting the variance requested will not confer upon the applicant any special privileges that are denied to other residents of the district in which the property is located.

D. The requested variance will be in harmony with the purpose and intent of this Ordinance and will not be injurious to the neighborhood or to the general welfare.

E. The special circumstances are not the result of the actions of the applicant.

F. The existence of a nonconforming use of neighboring land, buildings, or structures in the same district or of permitted or nonconforming uses in other districts shall not constitute a reason for the requested variance.

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 six (6) 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 six (6) 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 six (6) months.

Please submit the following documentation with your application:

1. What is the specific provision of the ordinance involved front/rear yard setback requirement
2. The use for which a variance is sought building home / several hardships as indicated on map
   * easement, oak trees, etc.
3. If request is for a setback variance, please answer the following:

   ✓ Front yard setback requirement
   _____ Proposed distance remaining to the property line
   _____ Total front yard setback variance needed

   _____ Side yard setback requirement
   _____ Proposed distance remaining to the property line
   _____ Total side yard setback variance needed

   ✓ Rear yard setback requirement
   _____ Proposed distance remaining to the property line
   _____ Total rear yard setback variance needed

Front Yard variance:
Require: 50'
Proposed: 20'
Variance Request: 30'

4. If request is for a variance other than setback, please answer the following:

   _____ Required total square footage of lot
   _____ Proposed square footage of lot
   _____ Total square footage needed to lot

   _____ Required minimum width of lot
   _____ Proposed minimum width of lot
   _____ Total variance to minimum lot width needed

   _____ Required fence height
   _____ Proposed fence height
   _____ Total fence height variance needed

Rear Yard variance:
Require: 20'
Proposed: 8'
Variance Request 12'

5. Other type(s) of variance needed:

N/A

6. A plat or plan, drawn to scale, showing the actual dimensions of the parcel of land to be built upon. Attached

7. Size of any building to be erected, and the location of the building upon the lot. 40 x 30

8. Materials to be used (Exterior Finish) and other such information as may be deemed necessary to provide full information regarding intended use.

9. Is the property in question in a sub-division? Yes

10. If the property in question is within a sub-division, is there an existing covenant running with the land? NO

11. If the answer to question 9 is yes, please state the book and page numbers where the stated restrictive covenants are filed in the Chancery Clerks Office of Hancock County.

Book Number _____ Page Number _____

It is warranted in good faith by the owners whose name is signed hereto that all of the above facts are true and correct.

Applicant's Signature 5-3-24 Date

FOR OFFICE USE ONLY

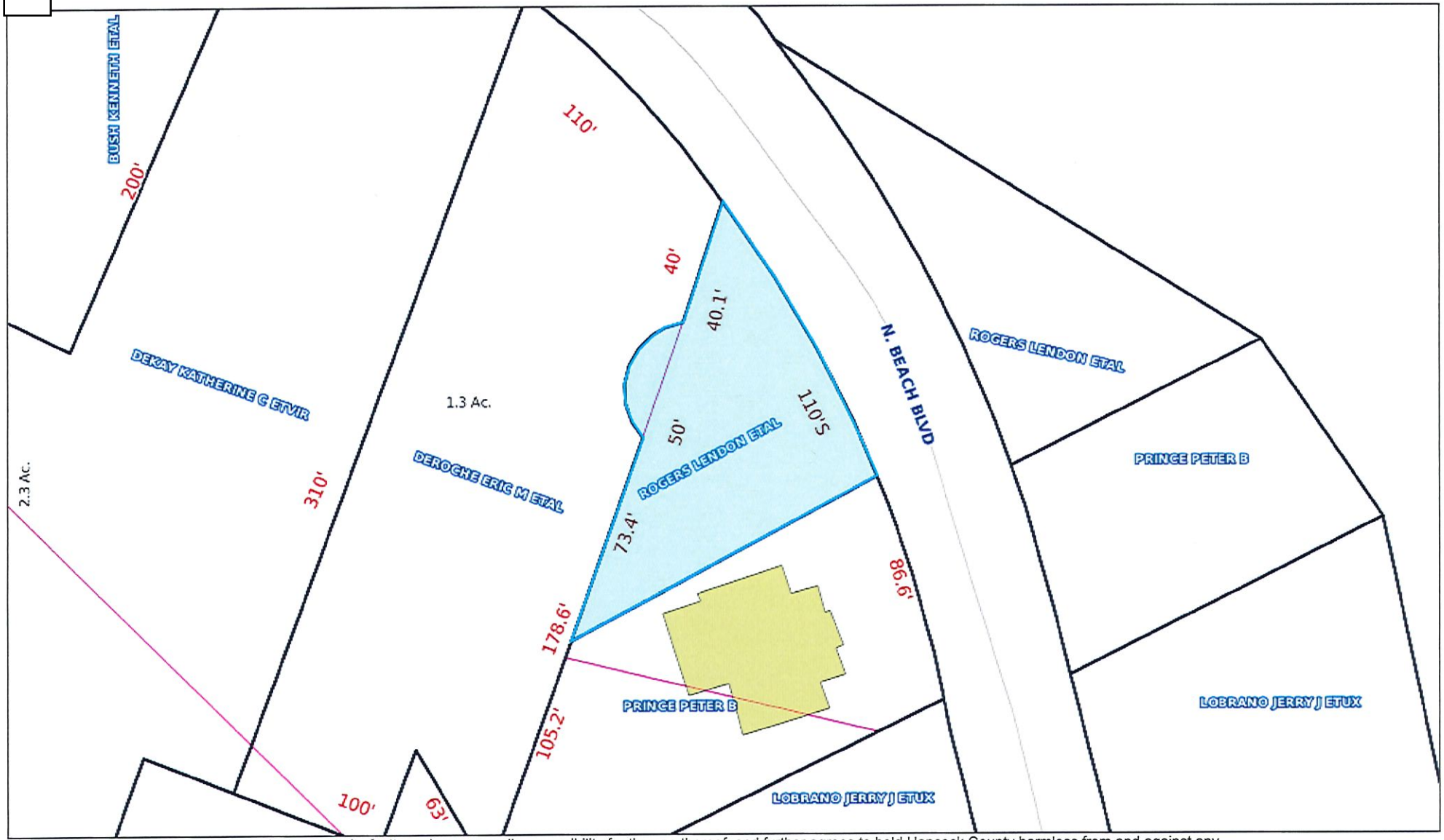
Date of Application received: _____

*Please see supporting documentation attached. TMR

Item # 3.

32

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

Parcels

144L-0-18-001.000

Street View

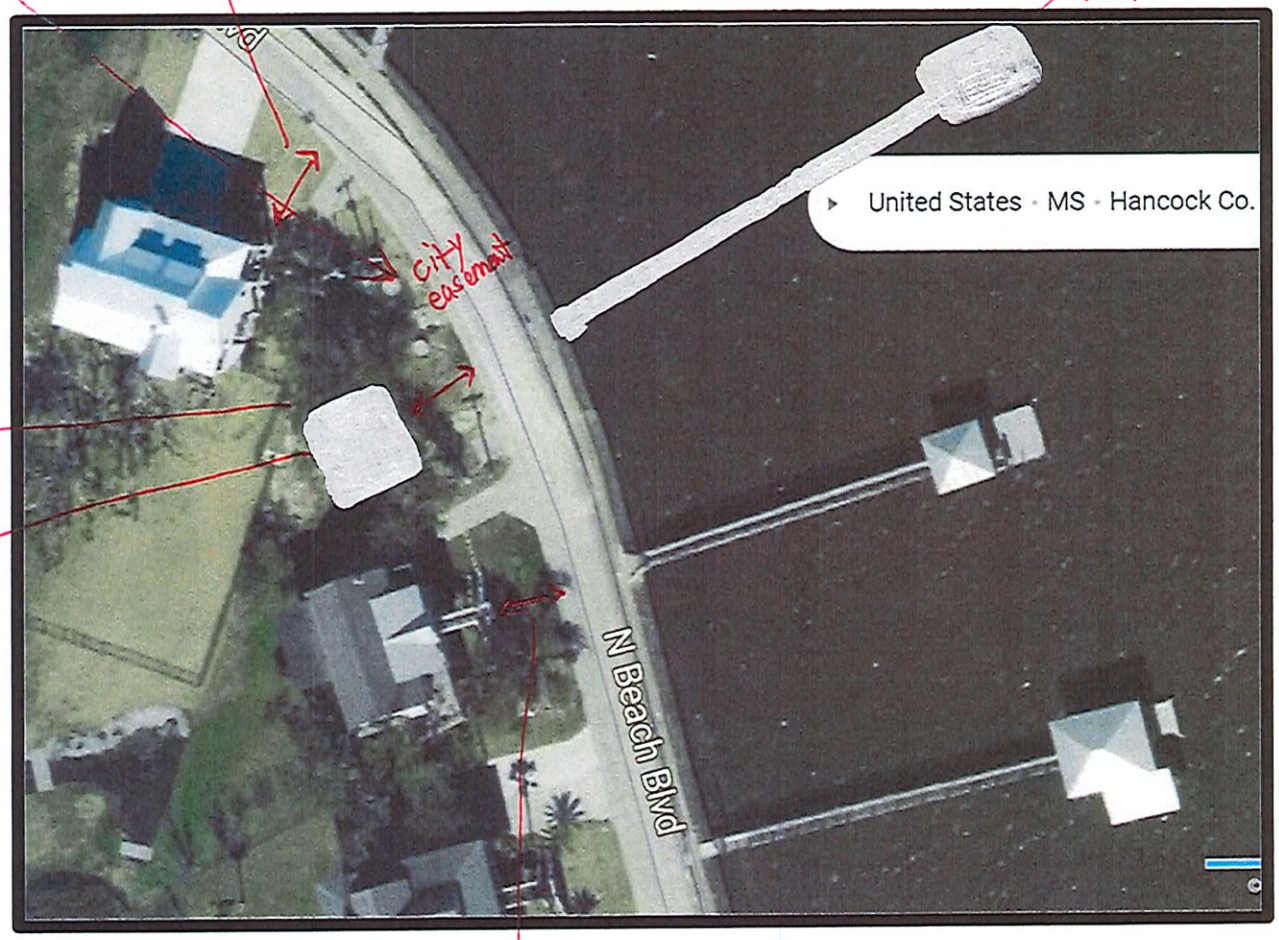
Parcel Number: 144L-0-18-001.000
Owner Name: ROGERS LENDON ETAL
Owner Address: 4508 HESSMER AVE
Owner City, State ZIP: METAIRIE, LA 70002
Physical Address: 1350 N BEACH BLVD
Improvement Type:

Year Built:	0
Base Area:	0
Adjusted Area:	0
Actual Total Value:	94737
Taxable Total Value:	0
Estimated Tax:	1653.31

Homestead Exemption: No
Deed Book: 2020
Deed Page: 4955
Legal Description 1: PT 23,1ST WD.PT 20,WATER LOT
Legal Description 2: BAY STLOUIS
Legal Description 3:
Legal Description 4:
Legal Description 5:
Legal Description 6:

Longitude:	0
Latitude:	0
Square Footage:	8163.62

Rogers Family- Variance Request- Hardship
1350 N. Beach Blvd. Bay St. Louis, MS 39520



City easement drainage/water

neighbor closer to road

Rogers built pier recently

city easement

Will Preserve oak trees/ just trim to build

40 x 30

neighbor closer to road - grandfathered in

Requesting:
Front Yard Variance
Require: 50'
Proposed: 20'
Variance Request 30'

Rear Yard Variance
Require 20'
Proposed: 8'
Variance Request 12'

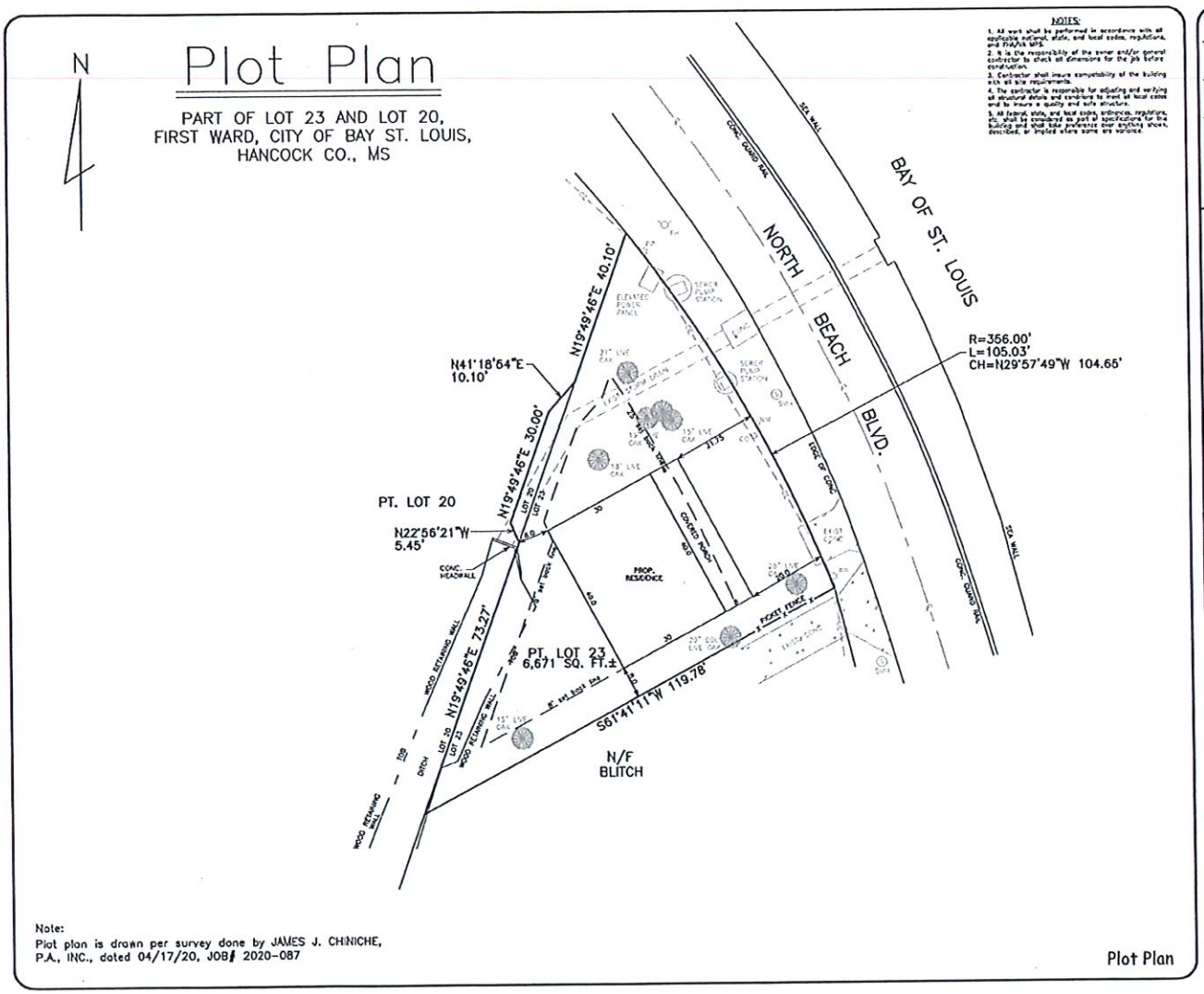
Hardships:
1) Triangle Lot
2) City Easement
3) Curve in street
4) construct around live oaks in orde to preserve

* Have informed both neighbors - DeRoche and Prince

Questions, please Contact:
[illegible]yn Rogers
[illegible] Affairs Manager
[illegible] Chemical 504-812-2695

Plot Plan

PART OF LOT 23 AND LOT 20,
FIRST WARD, CITY OF BAY ST. LOUIS,
HANCOCK CO., MS



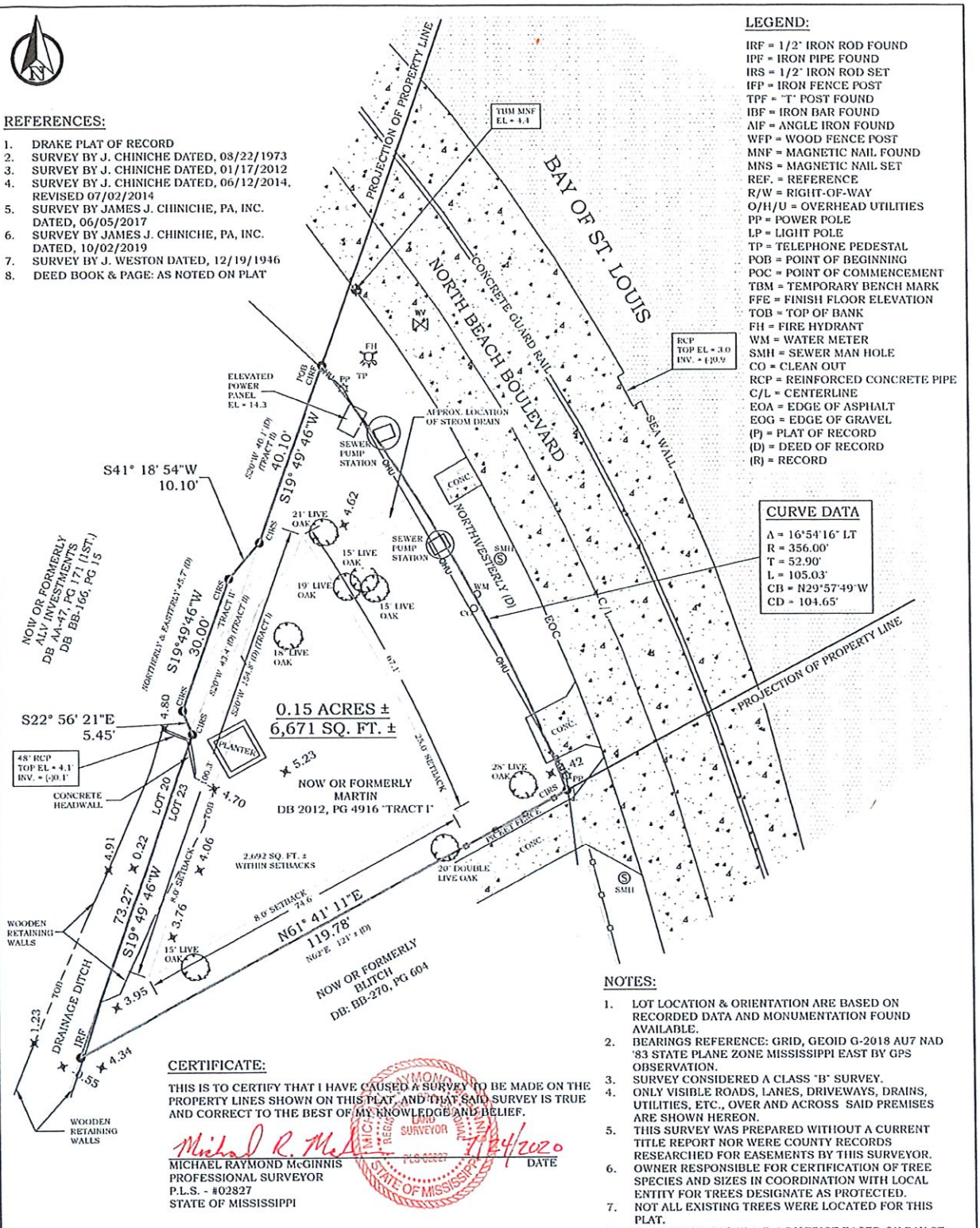
Note:
Plot plan is drawn per survey done by JAMES J. CHINICHE, P.A., INC., dated 04/17/20, JOB# 2020-087

Plot Plan

Scale: 1"=15'
W.O. #: 42524
Date: 04/25/24
Drawn by: TLP
Sheet: P

Prepared For:
Lee & Taryn Rodgers
1350 North Beach Blvd.
Bay St. Louis, MS

Computer Aided Design Techni-CAD Drafting Service
17121 Fenton-Dedeaux Road
Kiln, MS 39556
Ph: 228-326-4232 email: atoashamoment@aol.com



REFERENCES:

1. DRAKE PLAT OF RECORD
2. SURVEY BY J. CHINICHE DATED, 08/22/1973
3. SURVEY BY J. CHINICHE DATED, 01/17/2012
4. SURVEY BY J. CHINICHE DATED, 06/12/2014, REVISED 07/02/2014
5. SURVEY BY JAMES J. CHINICHE, PA, INC. DATED, 06/05/2017
6. SURVEY BY JAMES J. CHINICHE, PA, INC. DATED, 10/02/2019
7. SURVEY BY J. WESTON DATED, 12/19/1946
8. DEED BOOK & PAGE: AS NOTED ON PLAT

LEGEND:

IRF = 1/2" IRON ROD FOUND
IPF = IRON PIPE FOUND
IRS = 1/2" IRON ROD SET
IFP = IRON FENCE POST
TPF = "T" POST FOUND
IBF = IRON BAR FOUND
AIF = ANGLE IRON FOUND
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
TP = TELEPHONE PEDESTAL
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
TBM = TEMPORARY BENCH MARK
FFE = FINISH FLOOR ELEVATION
TOB = TOP OF BANK
FH = FIRE HYDRANT
WM = WATER METER
SMH = SEWER MAN HOLE
CO = CLEAN OUT
RCP = REINFORCED CONCRETE PIPE
C/L = CENTERLINE
EOA = EDGE OF ASPHALT
EOG = EDGE OF GRAVEL
(P) = PLAT OF RECORD
(D) = DEED OF RECORD
(R) = RECORD

NOTES:

1. LOT LOCATION & ORIENTATION ARE BASED ON RECORDED DATA AND MONUMENTATION FOUND AVAILABLE.
2. BEARINGS REFERENCE: GRID, GEOID G-2018 AU7 NAD '83 STATE PLANE ZONE MISSISSIPPI EAST BY GPS OBSERVATION.
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.
6. OWNER RESPONSIBLE FOR CERTIFICATION OF TREE SPECIES AND SIZES IN COORDINATION WITH LOCAL ENTITY FOR TREES DESIGNATE AS PROTECTED.
7. NOT ALL EXISTING TREES WERE LOCATED FOR THIS PLAT.
8. PROPERTY FALLS IN A R-4 DISTRICT BASED ON BAY ST. LOUIS ZONING ORDINANCE - 2017.

CERTIFICATE:

THIS IS TO CERTIFY THAT I HAVE CAUSED A SURVEY TO BE MADE ON THE PROPERTY LINES SHOWN ON THIS PLAT, AND THAT SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

MICHAEL RAYMOND McGINNIS — DATE
PROFESSIONAL SURVEYOR
P.L.S. - #02827
STATE OF MISSISSIPPI

DESCRIPTION (AS PER SURVEY):

BEGINNING AT A CAPPED 1/2" IRON ROD AT THE NORTHWEST CORNER OF LOT 23, FIRST WARD, CITY OF BAY ST. LOUIS, HANCOCK COUNTY, MISSISSIPPI, SAID POINT ALSO BEING ON THE SOUTHWESTERLY RIGHT OF WAY OF NORTH BEACH BOULEVARD AND BEING THE NORTHWEST CORNER OF THE LAND DESCRIBED IN DEED BOOK 2012, PAGE 4916 "TRACT I"; THENCE LEAVING SAID RIGHT OF WAY RUN S19°49'46"W ALONG THE LINE BETWEEN LOTS 23 AND 20 FOR 40.10 FEET TO A 1/2" CAPPED IRON ROD AT A POINT AS DESCRIBED IN DEED BOOK 2012, PAGE 4917 "TRACT II"; THENCE RUN S41°18'54"W FOR 10.10 FEET TO A 1/2" CAPPED IRON ROD; THENCE RUN S19°49'46"W FOR 30.00 FEET TO A 1/2" CAPPED IRON ROD; THENCE RUN S22°56'21"E FOR 5.45 FEET TO A 1/2" CAPPED IRON ROD ON SAID LINE BETWEEN LOTS 23 AND 20; THENCE RUN S19°49'46"W ALONG SAID LOT LINE FOR 73.27 FEET TO AN IRON ROD AT THE SOUTHWEST CORNER OF THE AFOREMENTIONED "TRACT I"; THENCE RUN N61°41'11"E ALONG THE SOUTHERLY LINE OF "TRACT I" FOR 119.78 FEET TO A 1/2" CAPPED IRON ROD ON THE SOUTHWESTERLY RIGHT OF WAY OF NORTH BEACH BOULEVARD; THENCE ALONG SAID RIGHT OF WAY AND ALONG THE ARC OF A CURVE TO THE LEFT HAVING A DELTA ANGLE OF 16°54'16", A RADIUS OF 356.00 FEET, A TANGENT OF 52.90 FEET, A LENGTH OF 105.03 FEET, A CHORD BEARING OF N29°57'49"W AND A CHORD DISTANCE OF 104.65 FEET BACK TO THE POINT OF BEGINNING. SAID PARCEL OF LAND IS A PART OF LOT 23 AND LOT 20, FIRST WARD, CITY OF BAY ST. LOUIS, HANCOCK COUNTY, MISSISSIPPI AND CONTAINING 0.15 ACRES, MORE OR LESS.

REV. #3 DATE:	
REV. DATE: 07.24.2020	
DATE: 04.17.2020	
SCALE: 1" = 20'	
DRAWN BY: MRM	

JAMES J. CHINICHE, P.A., INC.
ENGINEERING SURVEYING
Office - (228) 467-6755
Email - jjcoast@jjc-eng.com
Website - www.jjc-eng.com
412 Hwy.90, Suite 4
Bay St. Louis, MS, 39520

PLAT OF SURVEY OF
PART OF LOTS 20 & 23,
FIRST WARD, CITY OF BAY ST. LOUIS
HANCOCK COUNTY, MS.

JOB #: 2020-087 SHT 1 OF 1 FOR: ROGERS

U.S. DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency
National Flood Insurance Program

OMB No. 1660-0008
Expiration Date: November 30, 2022

ELEVATION CERTIFICATE

Important: Follow the instructions on pages 1–9.

Copy all pages of this Elevation Certificate and all attachments for (1) community official, (2) insurance agent/company, and (3) building owner.

SECTION A – PROPERTY INFORMATION

FOR INSURANCE COMPANY USE

A1. Building Owner's Name
Rogers 2020-087

Policy Number:

A2. Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.
1350 North Beach Blvd.

Company NAIC Number:

City	State	ZIP Code
Bay St. Louis	Mississippi	39520

A3. Property Description (Lot and Block Numbers, Tax Parcel Number, Legal Description, etc.)
144L-0-18-001.000

A4. Building Use (e.g., Residential, Non-Residential, Addition, Accessory, etc.) Residential

A5. Latitude/Longitude: Lat. 30-20-14 Long. 89-19-57 Horizontal Datum: ☐ NAD 1927 ☒ NAD 1983

A6. Attach at least 2 photographs of the building if the Certificate is being used to obtain flood insurance.

A7. Building Diagram Number 5

A8. For a building with a crawlspace or enclosure(s):

a) Square footage of crawlspace or enclosure(s) 0.00 sq ft

b) Number of permanent flood openings in the crawlspace or enclosure(s) within 1.0 foot above adjacent grade 0

c) Total net area of flood openings in A8.b 0.00 sq in

d) Engineered flood openings? ☐ Yes ☒ No

A9. For a building with an attached garage:

a) Square footage of attached garage 0.00 sq ft

b) Number of permanent flood openings in the attached garage within 1.0 foot above adjacent grade 0

c) Total net area of flood openings in A9.b 0.00 sq in

d) Engineered flood openings? ☐ Yes ☒ No

SECTION B – FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

B1. NFIP Community Name & Community Number	B2. County Name	B3. State
City of Bay St. Louis 285251	Hancock	Mississippi

B4. Map/Panel Number	B5. Suffix	B6. FIRM Index Date	B7. FIRM Panel Effective/ Revised Date	B8. Flood Zone(s)	B9. Base Flood Elevation(s) (Zone AO, use Base Flood Depth)
28045C0354	D	10-16-2009	10-16-2009	VE	24.0'

B10. Indicate the source of the Base Flood Elevation (BFE) data or base flood depth entered in Item B9:
☐ FIS Profile ☒ FIRM ☐ Community Determined ☐ Other/Source:

B11. Indicate elevation datum used for BFE in Item B9: ☐ NGVD 1929 ☒ NAVD 1988 ☐ Other/Source:

B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? ☐ Yes ☒ No
Designation Date: ☐ CBRS ☐ OPA

ELEVATION CERTIFICATE

OMB No. 1660-0008
Expiration Date: November 30, 2022

IMPORTANT: In these spaces, copy the corresponding information from Section A.			FOR INSURANCE COMPANY USE
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 1350 North Beach Blvd.			Policy Number:
City Bay St. Louis	State Mississippi	ZIP Code 39520	Company NAIC Number

SECTION C – BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

C1. Building elevations are based on: ☒ Construction Drawings* ☐ Building Under Construction* ☐ Finished Construction

*A new Elevation Certificate will be required when construction of the building is complete.

C2. Elevations – Zones A1–A30, AE, AH, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/AE, AR/A1–A30, AR/AH, AR/AO. Complete Items C2.a–h below according to the building diagram specified in Item A7. In Puerto Rico only, enter meters.

Benchmark Utilized: GPS Derived Vertical Datum: NAVD88

Indicate elevation datum used for the elevations in items a) through h) below.

☐ NGVD 1929 ☒ NAVD 1988 ☐ Other/Source: _____

Datum used for building elevations must be the same as that used for the BFE.

		Check the measurement used.	
a) Top of bottom floor (including basement, crawlspace, or enclosure floor)	26.5	☒ feet	☐ meters
b) Top of the next higher floor	N/A	☐ feet	☐ meters
c) Bottom of the lowest horizontal structural member (V Zones only)	25.0	☒ feet	☐ meters
d) Attached garage (top of slab)	N/A	☐ feet	☐ meters
e) Lowest elevation of machinery or equipment servicing the building (Describe type of equipment and location in Comments)	25.0	☒ feet	☐ meters
f) Lowest adjacent (finished) grade next to building (LAG)	4.4	☒ feet	☐ meters
g) Highest adjacent (finished) grade next to building (HAG)	5.2	☒ feet	☐ meters
h) Lowest adjacent grade at lowest elevation of deck or stairs, including structural support	N/A	☐ feet	☐ meters

SECTION D – SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by law to certify elevation information. *I certify that the information on this Certificate represents my best efforts to interpret the data available. I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.*

Were latitude and longitude in Section A provided by a licensed land surveyor? ☒ Yes ☐ No ☒ Check here if attachments.

Certifier's Name Jason P. Chiniche	License Number P.E. 19732	
Title Project Manager		
Company Name James J. Chiniche P.A., Inc		
Address 412 Hwy 90 Suite 4		
City Bay Saint Louis	State Mississippi	ZIP Code 39520

Signature	Date	Telephone	Ext.
	4.13.2020	(228) 467-6755	

Copy all pages of this Elevation Certificate and all attachments for (1) community official, (2) insurance agent/company, and (3) building owner.

Comments (including type of equipment and location, per C2(e), if applicable)

NOTE: The description in A3 above is for information only & not to certify the building location. The base flood elevation (BFE) is per Map Section B4. Recommend verification of (BFE) by local building official. The flood zone is determined by graphic plotting, owner is responsible for coordinating this certificate with contractor and/or building official as needed. At time of this certificate 04/13/2020 construction drawings were not provided. See FIRMette dated 04/09/2020 for reference. Bay St. Louis freeboard = 1.0'.
TBM is a MAG nail found on the west edge of North Beach Blvd. near the most northern property corner. EL = 4.4'.
Contractor/owner shall verify TBM description and elevation with Engineer prior to commencing construction
Contractor/owner shall request UC EC prior to commencement of framing.

ELEVATION CERTIFICATE

OMB No. 1660-0008
Expiration Date: November 30, 2022

IMPORTANT: In these spaces, copy the corresponding information from Section A.			FOR INSURANCE COMPANY USE
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 1350 North Beach Blvd.			Policy Number:
City Bay St. Louis	State Mississippi	ZIP Code 39520	Company NAIC Number

SECTION E – BUILDING ELEVATION INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO AND ZONE A (WITHOUT BFE)

For Zones AO and A (without BFE), complete Items E1–E5. If the Certificate is intended to support a LOMA or LOMR-F request, complete Sections A, B,and C. For Items E1–E4, use natural grade, if available. Check the measurement used. In Puerto Rico only, enter meters.

E1. Provide elevation information for the following and check the appropriate boxes to show whether the elevation is above or below the highest adjacent grade (HAG) and the lowest adjacent grade (LAG).

a) Top of bottom floor (including basement, crawlspace, or enclosure) is _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

b) Top of bottom floor (including basement, crawlspace, or enclosure) is _____ ☐ feet ☐ meters ☐ above or ☐ below the LAG.

E2. For Building Diagrams 6–9 with permanent flood openings provided in Section A Items 8 and/or 9 (see pages 1–2 of Instructions), the next higher floor (elevation C2.b in the diagrams) of the building is _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

E3. Attached garage (top of slab) is _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

E4. Top of platform of machinery and/or equipment servicing the building is _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

E5. Zone AO only: If no flood depth number is available, is the top of the bottom floor elevated in accordance with the community's floodplain management ordinance? ☐ Yes ☐ No ☐ Unknown. The local official must certify this information in Section G.

SECTION F – PROPERTY OWNER (OR OWNER'S REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, and E for Zone A (without a FEMA-issued or community-issued BFE) or Zone AO must sign here. The statements in Sections A, B, and E are correct to the best of my knowledge.

Property Owner or Owner's Authorized Representative's Name

Address	City	State	ZIP Code

Signature	Date	Telephone

Comments

☐ Check here if attachments.

ELEVATION CERTIFICATE

OMB No. 1660-0008
Expiration Date: November 30, 2022

IMPORTANT: In these spaces, copy the corresponding information from Section A.			FOR INSURANCE COMPANY USE
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 1350 North Beach Blvd.			Policy Number:
City Bay St. Louis	State Mississippi	ZIP Code 39520	Company NAIC Number

SECTION G – COMMUNITY INFORMATION (OPTIONAL)

The local official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Sections A, B, C (or E), and G of this Elevation Certificate. Complete the applicable item(s) and sign below. Check the measurement used in Items G8–G10. In Puerto Rico only, enter meters.

G1. ☐ The information in Section C was taken from other documentation that has been signed and sealed by a licensed surveyor, engineer, or architect who is authorized by law to certify elevation information. (Indicate the source and date of the elevation data in the Comments area below.)

G2. ☐ A community official completed Section E for a building located in Zone A (without a FEMA-issued or community-issued BFE) or Zone AO.

G3. ☐ The following information (Items G4–G10) is provided for community floodplain management purposes.

G4. Permit Number	G5. Date Permit Issued	G6. Date Certificate of Compliance/Occupancy Issued

G7. This permit has been issued for: ☐ New Construction ☐ Substantial Improvement

G8. Elevation of as-built lowest floor (including basement) of the building: _____ ☐ feet ☐ meters Datum _____

G9. BFE or (in Zone AO) depth of flooding at the building site: _____ ☐ feet ☐ meters Datum _____

G10. Community's design flood elevation: _____ ☐ feet ☐ meters Datum _____

Local Official's Name	Title
Community Name	Telephone
Signature	Date

Comments (including type of equipment and location, per C2(e), if applicable)

☐ Check here if attachments.

ELEVATION CERTIFICATE

BUILDING PHOTOGRAPHS

See Instructions for Item A6.

OMB No. 1660-0008
Expiration Date: November 30, 2022

IMPORTANT: In these spaces, copy the corresponding information from Section A.			FOR INSURANCE COMPANY USE
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 1350 North Beach Blvd.			Policy Number:
City Bay St. Louis	State Mississippi	ZIP Code 39520	Company NAIC Number

If using the Elevation Certificate to obtain NFIP flood insurance, affix at least 2 building photographs below according to the instructions for Item A6. Identify all photographs with date taken; "Front View" and "Rear View"; and, if required, "Right Side View" and "Left Side View." When applicable, photographs must show the foundation with representative examples of the flood openings or vents, as indicated in Section A8. If submitting more photographs than will fit on this page, use the Continuation Page.

Photo One

Photo One Caption TBM EL = 4.4'

Clear Photo One

Photo Two

Photo Two Caption Front view

Clear Photo Two

ELEVATION CERTIFICATE

BUILDING PHOTOGRAPHS

Continuation Page

OMB No. 1660-0008
Expiration Date: November 30, 2022

IMPORTANT: In these spaces, copy the corresponding information from Section A.			FOR INSURANCE COMPANY USE
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. 1350 North Beach Blvd.			Policy Number:
City Bay St. Louis	State Mississippi	ZIP Code 39520	Company NAIC Number

If submitting more photographs than will fit on the preceding page, affix the additional photographs below. Identify all photographs with: date taken; "Front View" and "Rear View"; and, if required, "Right Side View" and "Left Side View." When applicable, photographs must show the foundation with representative examples of the flood openings or vents, as indicated in Section A8.

Photo Three

Photo Three

Photo Three Caption

Clear Photo Three

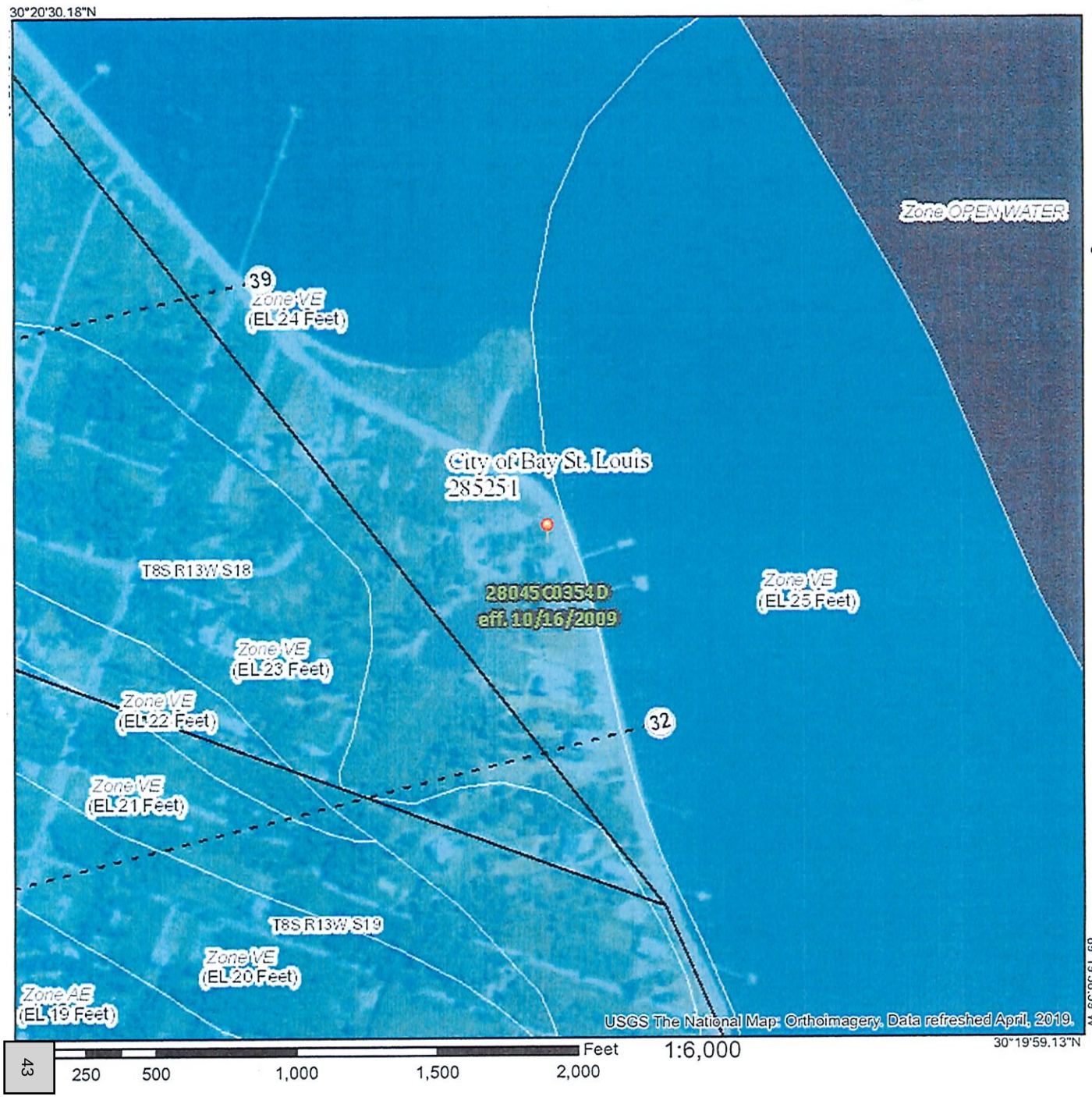
Photo Four

Photo Four

Photo Four Caption

Clear Photo Four

National Flood Hazard Layer FIRMette



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS
- Without Base Flood Elevation (BFE) Zone A, V, A99
- With BFE or Depth Zone AE, AO, AH, VE, AR
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD
- 0.2% Annual Chance Flood Hazard, Area of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
- Future Conditions 1% Annual Chance Flood Hazard Zone X
- Area with Reduced Flood Risk due to Levee. See Notes. Zone X
- Area with Flood Risk due to Levee Zone D

OTHER AREAS
- NO SCREEN Area of Minimal Flood Hazard Zone X
- Effective LOMRs
- Area of Undetermined Flood Hazard Zone D

GENERAL STRUCTURES
- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

OTHER FEATURES
- 20.2 / 17.5 Cross Sections with 1% Annual Chance Water Surface Elevation
- Coastal Transect
- Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

MAP PANELS
- Digital Data Available
- No Digital Data Available
- Unmapped

N

The pin displayed on the map is an approximate point selected by the user and does not represe an authoritative property location.

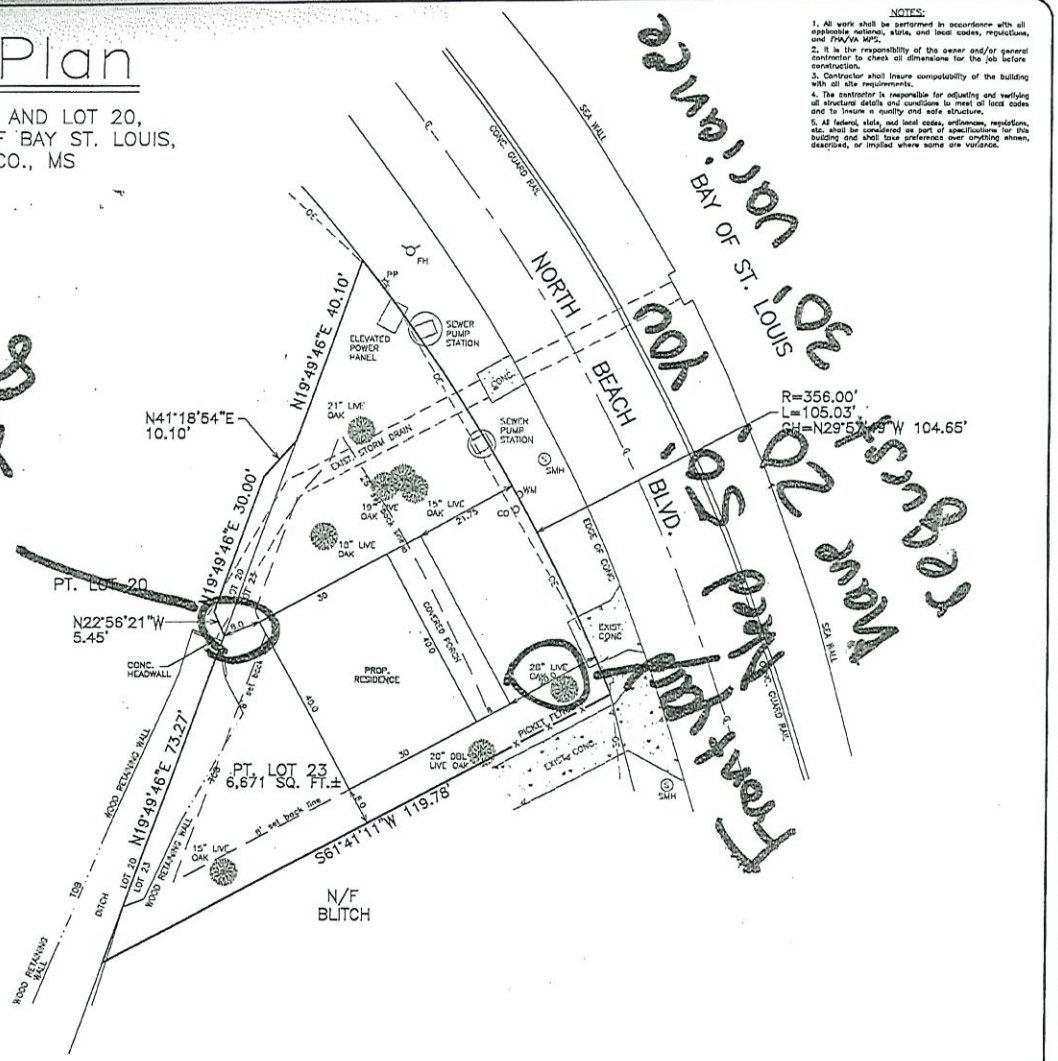
This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 4/9/2020 at 3:43:08 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

Plot Plan

PART OF LOT 23 AND LOT 20,
FIRST WARD, CITY OF BAY ST. LOUIS,
HANCOCK CO., MS



Scale: 1"=15'
W.O. #: 42524
Date: 04/25/24
Drawn by: TLP
Sheet: P

Prepared For:
Lee & Taryn Rodgers
1350 North Beach Blvd.
Bay St. Louis, MS

Computer Aided Design
Techni-CAD Drafting Service
17121 Fenton-Dedeaux Road
Kiln, MS 39556
Ph: 228-326-4232 email: atoshanorent@aol.com

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

RE: 1350 North Beach Blvd
144L-0-18-001.000
PT 23,1ST WD.PT 20,WATER LOT BAY STLOUIS

HEARING DATE: June 12, 2024

I have reviewed the application for a Variance to the Zoning Ordinance submitted by Lee and Taryn Rogers. The property is located at 1350 North Beach Blvd. It lies on N Beach Blvd in R-1, Residential Single Family, which requires a 50-foot front yard setback, an 8-foot side yard setback, and a 20-foot rear yard setback.

The applicant is requesting a front yard variance and a rear yard variance.

Front Yard Variance:
Required: 50’
Proposed Distance: 20’
Variance Requested: 30’

Rear Yard Variance:
Required: 20’
Proposed Distance: 8’
Variance Requested: 12’

1350 North Beach Blvd is not the traditional N Beach Blvd lot because of its size and shape. The parcel is 6,671 square feet and has a cone shape with three sides. It also has a Bay St Louis dew pump station with an elevated power panel on the front part and a Bay St Louis storm that runs from the back to the front of the property.

The administration recommends the approval of the variance.

1) The lot is irregular in size and shape
2) Bay St Louis has infrastructure on the parcel
3) The footprint of the house is 1,200 square feet
4) The proposed dwelling site matches the front of 1352 N Beach Blvd
5) Without variances, it is nearly impossible to construct a house on this parcel
6) The dwelling location will likely save every live oak tree on this parcel
7) The live oak trees will be fenced off for protection during construction

If I can further assist in this matter, please feel free to call my office at 228-466-5516.

Sincerely,
Jeremy L Burke

Zoning Administrator

APPLICATION FOR SPECIAL EXCEPTION TO THE ZONING ORDINANCE

Please complete this form in its entirety; failure to do so may cause a delay in the submittal of your application to the Planning and Zoning Commission.

The following information is required before this application will be submitted to the Planning and Zoning Commission for consideration.

OWNER: Celina LeBlanc

ADDRESS: 411 Ballentine Street

Bay Saint Louis MS 39520

PHONE: (228) 493 7874

ADDRESS OF PROPERTY IN QUESTION IF DIFFERENT FROM ADDRESS STATED ABOVE

1. **Legal description of property to be considered for variance as described in the Hancock County tax rolls:**

ALL 49,50 & PT 48 & 51 BALLENTINE

2. **Parcel number(s) as described in the Hancock County tax rolls:**

137J-0-44-270.000

3. **Present Zoning:** R-2

4. **Present use of building/property:** Building

5. **Application fee of ~~$100~~ 250 (Residential):** ✓

   Application fee of ~~$200~~ 250 (Commercial):

Please submit the following documentation with your application:

Article XIII
1303 APPEALS, HEARING AND NOTICE

Every appeal or application shall refer to the specific provision of the ordinance involved and shall set forth the interpretation that is claimed, the use for which a special exception is sought, or the details of the variance that is applied for and the case may be, and accompanied by a plat or plan, drawn to scale, showing the actual dimensions of the parcel of land to be built upon and used, the size of any building to be erected, and the location of the building upon the lot, the materials to be used and other such information as may be deemed necessary to provide full information regarding intended use. The Municipal Clerk shall forthwith transmit the appeal or application to the Commission together with all papers constituting the record upon which the action appealed from was taken.

1305.2 SPECIAL EXCEPTIONS

A special exception shall not be recommended unless:

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.

1. **The use for which a Special Exception is sought** Construct an accessory dwelling on parcel over 15,000 sqft

2. **Grounds upon which it is claimed that the Special Exception shall be granted:**

_____

3. **A plat or plan, drawn to scale, showing the actual dimensions of the parcel of land to be built upon.**

5. **Size of building to be erected, and the location of the building upon the lot.**

6. **Materials to be used (Exterior Finish) and other such information as may be deemed necessary to provide full information regarding intended use.**

7. **Is the property in question in a sub-division?** NO

8. If the property in question is within a sub-division, is there an existing covenant running with the land? N/A

9. If the answer to question 8 is yes, please state the book and page numbers where the stated restrictive covenants are filed in the Chancery Clerks Office of Hancock County. Book Number_____ Page Number _____

It is warranted in good faith by the owner whose name is signed hereto that all of the above facts are true and correct.

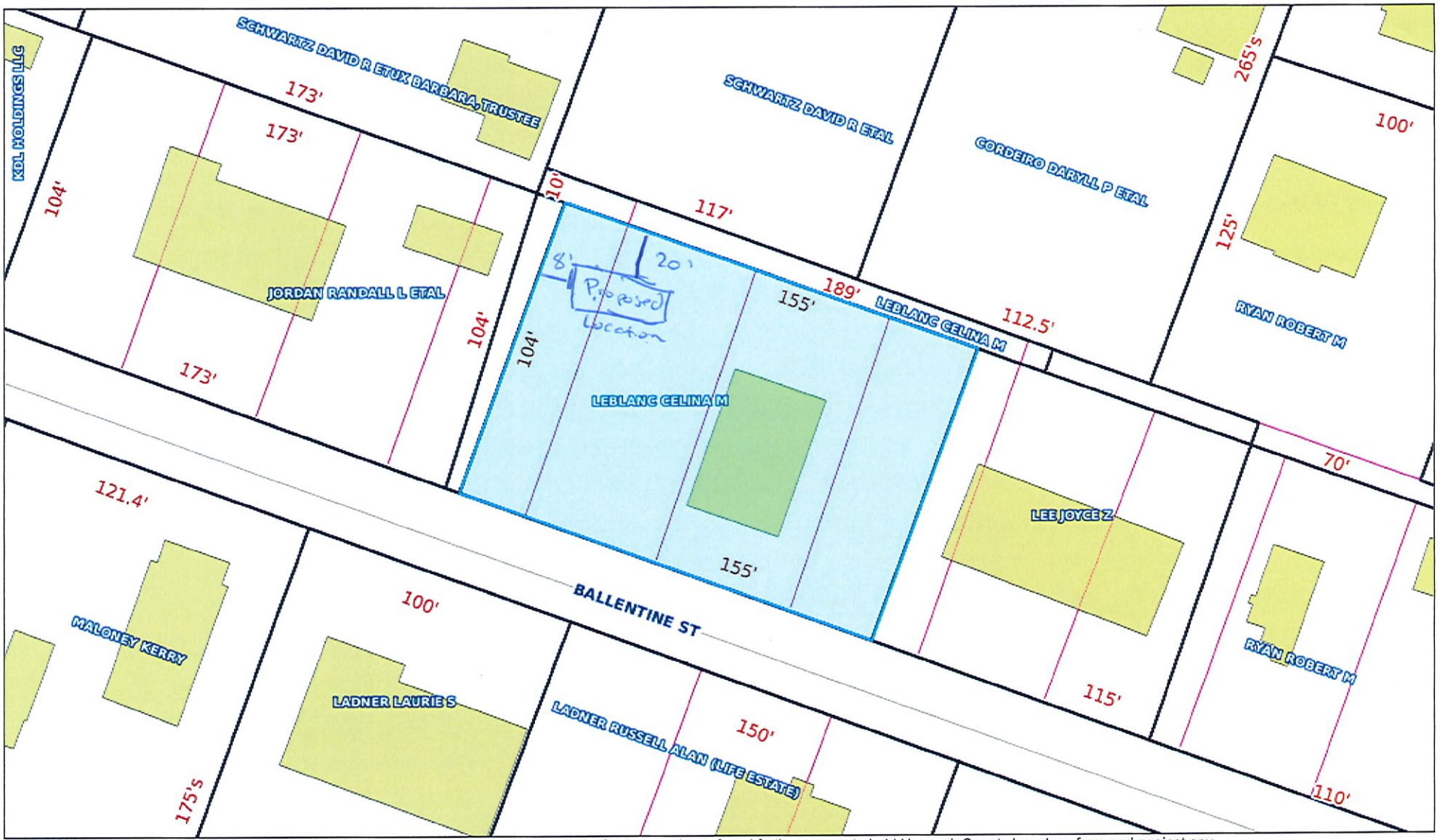
Celina LeBlanc 4-29-24

Applicant's Signature Date

FOR OFFICE USE ONLY

Date of Application received: _____

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

Owner City, State ZIP: BAY ST LOUIS, MS 39520
Physical Address: 411 BALLENTINE ST
Improvement Type: RES
Year Built: 1926
Base Area: 1095
Adjusted Area: 1231
Actual Total Value: 99379
Taxable Total Value: 0
Estimated Tax: 856.19
Homestead Exemption: Yes
Deed Book: 2011
Deed Page: 6440
Legal Description 1: ALL 49,50 & PT48&51 BALLENTINE
Legal Description 2:
Legal Description 3:
Legal Description 4:
Legal Description 5:
Legal Description 6:
Longitude: 0
Latitude: 0
Square Footage: 17014.77

Sketches

Sketch	Sketch Name
	137J-0-44-270_00001-Model.gif

Condos

GENERAL NOTES:

1. STRUCTURE HAS BEEN DESIGNED IN ACCORDANCE WITH THE INTERNATIONAL BUILDING CODE 2018.
2. ALL MATERIALS & LABOR SHALL BE IN ACCORDANCE WITH LOCAL CODES AT THE TIME OF MANUFACTURE.
3. DRAWINGS SHALL NOT BE SCALED FOR DIMENSIONS.
4. STRUCTURES ARE DESIGNED FOR LOCATIONS THAT HAVE A 3 SECOND WIND GUST OF 150 MPH (MAX). STRUCTURES SHOULD NOT BE USED IN OTHER LOCATIONS.
5. STRUCTURES ARE DESIGNED FOR LOCATIONS WITH A SURFACE ROUGHNESS CATEGORY B & A TOPOGRAPHICAL FACTOR OF 1.0. STRUCTURES SHOULD NOT BE USED IN OTHER LOCATIONS.
6. STRUCTURES SHOULD HAVE METAL ROOF OR OPTIONAL 25 YEAR RATED FIBERGLASS/ ASPHALT SHINGLES WITH 1 LAYER OF 15 LB ROOFING FELT.
7. ALL STUDS, RAFTERS, COLLAR TIES, & TRUSS CHORDS ARE SPF #2, U.N.O.
8. ALL EXTERIOR DIMENSIONAL WOOD IS TO BE PRESSURE TREATED.
9. ALL ROOF DECKING IS TO BE 7/16" O.S.B.
10. ALL SIDING IS TO BE 5/8 T-111 OR 3/8 SMART SIDING ON PAINTED BUILDING W/ 50 YR LTD MFG WARRANTY
11. ALL FLOOR JOISTS ARE TO BE P.T. SYP #2.
12. ALL EXTERIOR NAILS ARE TO BE HOT DIPPED GALVANIZED.
13. ALL INTERIOR FLOOR DECKING IS TO BE 5/8" PLYWOOD. EXTERIOR TO BE 5/4" P.T.
14. ALL SKIDS ARE TO BE 4x6 P.T. SYP, RATED FOR GROUND CONTACT.
15. THE STRUCTURE HAS BEEN DESIGNED TO RESIST LOADS AS A COMPLETED STRUCTURE ONLY. APPLICATION OF CONSTRUCTION LOADS TO THE PARTIALLY COMPLETED STRUCTURE SHALL BE CONSIDERED BY THE CONTRACTOR & INCLUDED IN THE DESIGN OF SHORING, BRACING, FORM WORK, & OTHER SUPPORTING ELEMENTS PROVIDED FOR CONSTRUCTION OF THE STRUCTURE.
16. NO FIELD SUPERVISION OR CONSTRUCTION ADMINISTRATION WILL BE PROVIDED BY THE ENGINEER.

DESIGN CRITERIA:

1. INTERNATIONAL BUILDING CODE 2018
2. DEAD LOADS:
FLOOR: 10 PSF
LOFT: 5 PSF
ROOF: 10 PSF
3. WIND LOADS:
BASIC WIND SPEED, V=150MPH
RISK CATEGORY=II
WIND EXPOSURE C
WIND LOAD IMPORTANCE FACTOR=1.0
4. LIVE LOADS:
FLOOR: 40 PSF
LOFT: 10 PSF
ROOF: 20 PSF (REDUCIBLE)
5. SNOW LOADS:
GROUND SNOW LOAD, PG=25PSF
FLAT ROOF SNOW LOAD, PF=20PSF
SNOW EXPOSURE FACTOR, CE=1.2
SNOW LOAD IMPORTANCE FACTOR, I=0.8
THERMAL FACTOR, CT=1.2
6. SEISMIC LOADS:
THIS STRUCTURE IS EXEMPT FROM SEISMIC DESIGN PER EXEMPTION 3 OF ASCE 7-10, SECTION 11.1.2

BUILDING SIZE:

8' WIDTH	14' WIDTH	18' WIDTH	24' WIDTH
8x12 8x16	14X20 14X24	18X20 18X24	24X20 24X24
10' WIDTH	14X28 14X32	18X28 18X32	24X28 24X32
10X12 10X16	14X40	18X40 18X45	24X40 24X50
10X24	16' WIDTH	18X50 18X60	24X60
12' WIDTH	16X20 16X24	20' WIDTH	40' WIDTH
12X16 12X20	16X28 16X32	20X20 20X24	40X20 40X24
12X24 12X28	16X40 16X50	20X28 20X32	40X28 40X32
12X32 12X40	16X60	20X40 20X50	40X40 40X50
		20X60	40X60

ITEMS BY OTHERS:

THE FOLLOWING ITEMS ARE NOT PROVIDED BY RAILROAD CONSULTANTS, PLLC & ARE TO BE DESIGNED BY OTHERS IF APPLICABLE & ARE TO BE SUPPLIED & INSTALLED BY OTHERS. THESE ITEMS MAY BE SUBJECT TO LOCAL JURISDICTION APPROVAL. RAILROAD CONSULTANTS, PLLC IS NOT RESPONSIBLE THESE ITEMS.

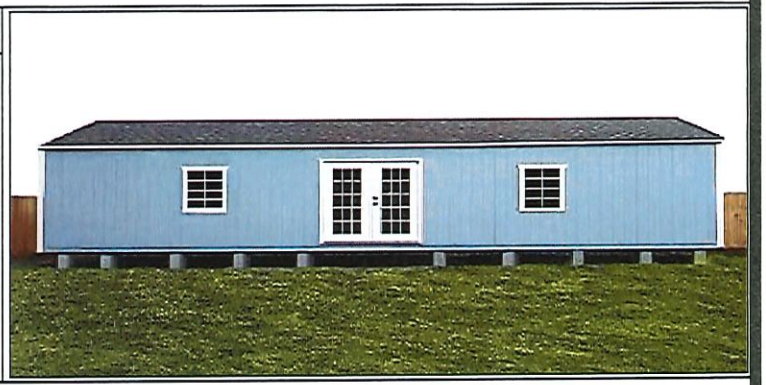
1. RAMPS, STAIRS, & GENERAL ACCESS.
2. ELECTRICAL SERVICE HOOKUP.

INDEX OF SHEETS:

S-101 – COVER SHEET
S-102 – FOUNDATION PLAN
S-103 – UPLIFT ANCHORAGE
S-104 – FLOOR PLAN
S-105 – ROOF FRAMING PLAN
S-106 – SECTIONS PLAN
S-107 – ELEVATION PLAN
S-108 – NAILING PATTERN
S-109 – BUILD DETAIL 1
S-110 – BUILD DETAIL 2

CODE CRITERIA:

THE CONTRACTOR/ MANUFACTURER SHALL COMPLY WITH THE FOLLOWING CODES & ALL APPLICABLE AMENDMENTS/ SUPPLEMENTS:
1. INTERNATIONAL BUILDING CODE 2018



STATE OF LOUISIANA
BRIAN A. MISTICH
License No. 30187
PROFESSIONAL ENGINEER

DANIELS PORTABLE BUILDINGS, LLC.

PHONE: 601-551-0469 EMAIL: CHRISDANIELS76@GMAIL.COM

DRAWN BY: TNT	SCALE: NTS	DATE: 04-14-2022

SHEET TITLE: COVER PAGE

DRAWING NUMBER: S-101

DAMMON ENGINEERING, INC.
554 Old Spanish Trail Slidell, LA 70458 (985) 649-5832

Chief Engineer: Brian Mistich, PE
554 Old Spanish Trail
Slidell, LA 70458

www.dammonengineering.
info@dammonengineering.
PHONE: 985-649-

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

RE: Parcel 137J-0-44-270.000
ALL 49,50 & PT48&51 BALLENTINE

HEARING DATE: June 12, 2024

I have reviewed the application for Special Exceptions submitted by Celina LeBlanc. The property is located at 411 Ballentine Street. It lies in an R-2 Residential Two-Famil District, which only allows accessory dwellings by special exceptions on parcels over 15,000 sq ft.

The applicant is requesting the following:

1) A special exception to allow an accessory dwelling on the parcel.

The administration's recommendation is to deny the special exception.

- Have concerns that additional vehicles will be parked along Ballentine Street.
- Accessory dwelling are not common on the 400 block on Ballentine

Jeremy L Burke
Zoning Administrator

MIKAYLA BROWN

DIGITAL MEDIA + MARKETING + PR PROFESSIONAL

CONTACT

228-342-0699
mikaylamarie.business@gmail.com
311 Washington St.
Bay St. Louis, MS

EDUCATION

SOCIOLOGY - BS
University of Southern Mississippi
2016 - 2020

POLITICAL SCIENCE - BA
University of Southern Mississippi
2016 - 2020

SKILLS

Strong Communication
Leadership
Digital Planning & Marketing Strategy
Creative Writing
B2B Relations
Customer/ Client Service
Organization & Time Management
Project Management Tools
Problem-Solving

SUMMARY

I am an expert marketing professional with several years of success within the marketing sector. Over the years, I have perfected my craft in order to deliver successful outcomes that cater to the needs of each and every client's PR, Marketing, and Digital Marketing goals.

EXPERIENCE

CEO & FOUNDER
The Social Room Marketing
2020 - Present
- Building B2B Relationships
- Client & Employee Management & Retention
- Digital Strategy, Social Growth Performance Management & Event Operations

MARKETING & CLIENT EXPERIENCE MANAGER
Radical Expressions
2021 - 2022
- Building B2B Relationships
- Cultivating New & Exciting Trends To Bring Into The Company
- Social Media Management & Event Operations

MARKETING ASSISTANT
PR Solutions
2019 - 2021
- Client Relations - Emails, Scheduling, Troubleshooting
- Monthly Social Media Strategies & Social Media Post Creation
- Social Media Management & Marketing Advertisement Creation

REQUEST FOR PROPOSALS

PROFESSIONAL FEDERAL GRANT ADMINISTRATIVE SERVICES

The City of Bay St. Louis, Mississippi is requesting proposals for Grant Administrative services to assist in a proposed project to be financed in whole through the Flood Mitigation Assistance Swift Current ("Swift Current"), which provides funding to mitigate buildings insured through the National Flood Insurance Program ("NFIP") after a major disaster declaration following a flood-related disaster event to reduce risk against future flood damage. This project may include property acquisition and structure demolition/relocation; structure elevations; dry flood proofing of historic residential structures or non-residential structures; non-structural retrofitting of existing structures and facilities; mitigation reconstruction; and structure retrofitting of existing structures. Administrative services shall include, but are not limited to, the implementation of the project in conformance with Federal compliance areas, including, but not limited to: environmental review (if applicable), financial management, procurement, contract management, labor standards, equal opportunity/civil rights, citizen participation, acquisition/relocation, and close-out.

Information provided to the City of Bay St. Louis shall include:

1) The specialized experience and technical competence of the firm with respect to administration and related work on projects funded with Flood Mitigation Assistance Swift Current and other federally funded projects (0-50 points);
2) The past record of performance of the firm 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);
5) References from previous clients of related work with the firm 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.

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.

All submittals must be on file with the City Clerk no later than 10:00am on July 12, 2024. 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 July 12, 2024 and will then and there open, read aloud the proposals. The administration will then take the proposals for review and consideration to make a final recommendation to the city council at the meeting on July 16, 2024. 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, June 13, 2024 and Thursday, June 20, 2024.

BAY SAINT LOUIS
A PLACE APART

06/06/2024

Clayton C. French, Jr., Deputy Director
Mississippi Emergency Management Agency
1 MEMA Dr.
Pearl, MS 39208

RE: Bay St. Louis- FMA 2022 Swift Current Elevations- Budget Amendment

Dear Clayton,

After a thorough review of our currently awarded 2022 SWIFT Current properties for mitigation elevation, we have determined that the property budgets require revisions based on construction cost increases and generalized inflation since the approval of the properties. We have also conducted a review of the structures' lift heights using LIDAR data and FEMA Flood Maps to estimate construction costs more accurately for these coastal properties. Secondly, we realize that the city will need support from a third party to administer this program and have included eligible allowances for those services accordingly. Actual costs will be determined by the market during proper procurement of services. The City of Bay St. Louis respectfully requests the addition of $225,774.80 in federal funds, as detailed in the attached "Estimate of Additional Costs", and summarized as follows:

Project Title	**Additional Project Costs Requested**	**Federal Share**	**Non-Federal Share**
FMA-PJ-04-MS-2022-007 Bay St. Louis SWIFT (3100 Roberson Rd)	$82,802.00	$74,521.80	$8,280.20
FMA-PJ-04-MS-2022-008 Bay St. Louis SWIFT (4035 Honshu St)	$151,253.00	$151,253.00	$0.00
Total	**$234,055.00**	**$225,774.80**	**$8,280.20**

If you require any additional information or clarification, please let us know.

Sincerely,

Estimate for Additional Costs

	3100 Roberson Rd.	4035 Honshu St.
1) Elevation Cost Estimated	$195,730.00	$254,244.00
2) Contingencies @ 3%	$5,872.00	$7,628.00
3) Homeowner Relocation	$1,070.00	$1,070.00
4) AOC Clerk of Court Recording Fee	$85.00	$85.00
5) A&E Design Plans @ 8%	$15,658.00	$20,340.00
6) Construction Management @6%	$11,744.00	$15,255.00
7) Grants Management @ 5%	$11,508.00	$14,931.00
Total Estimate:	$241,667.00	$313,553.00
Less Awarded:	($158,865.00)	($162,300.00)
Additional Costs Requested	$82,802.00	$151,253.00
Federal Share	$74,521.80	$151,253.00

Estimates sourcing:

1) Elevation Cost was estimated using a FEMA CEF based on the structure's total square footage, living square footage, required lift height, and locality. The CEF is intended primarily for commercial construction, and as such, factors were adjusted to account for the lower cost of residential construction. Square footage was determined by Google Earth aerial measurement of the property roofline. Lift height was determined by subtracting the property's Ground Surface Elevation (GSE) from FEMA FIRM map Base Flood Elevation (BFE) plus the two-foot required freeboard. The GSE was extracted using 2023 DEM (1/3 arc seconds, ~10m) downloaded from The National Map (USGS Earth Explorer), 2023 NAIP images to extract building structures, and Hancock County parcel data.

   a) 3100 Roberson Rd: The structure's foundation is slab on grade, estimated at 0.5'. The structure was determined to require a lift height of 13.08' [18' BFE + 2' Freeboard – 6.92' GSE -0.5' SOG].

   b) 4035 Honshu St: The structure's foundation is pier and beam, estimated at 4'. The structure was determined to require a lift height of 14.88' [20' BFE + 2' Freeboard – 3.12' GSE – 4' Existing Foundation].

2) Contingencies are limited to 5% of construction costs per HMA Guidance. We estimate 3% for residential projects.

3) Homeowner Relocation is estimated for 10 days at the MS State Lodging Rate at $107 per night.

4) Homeowners are required to sign an Acknowledgement of Conditions stating they agree to maintain flood insurance in perpetuity for the life of the property. This document is recorded with the Clerk of Court, and acts as a deed restriction. The filing fee for Hancock County is $85.00.

5) Architectural and Engineering (A&E) Design Plans are a FEMA allowable costs for the drafting of construction-ready plans for elevation of the structure and engineered foundation. Costs for A&E Fees are determined by actual costs incurred following proper procurement but are estimated at 8% of construction costs in accordance with FEMA's Cost Estimating Format (CEF).

6) Construction Management or Construction Oversight is a FEMA allowable cost for the review of construction design plans, job-site oversight for program compliance, and review of contractor invoices in relation to work completed in order to recommend payment by the city. Costs for Construction Management are determined by actual costs incurred following proper procurement but are estimated at 6% of construction costs in accordance with FEMA's Cost Estimating Format (CEF).

7) FEMA allows the submission of Sub-Recipient Management Costs (SRMC) at a maximum of 5% of the total project award.

City of Bay Saint Louis
Hazard Mitigation Project
Elevation and Foundation Pricing Form

BAY SAINT LOUIS
A PLACE APART

Applicant
Address: 3100 Robertson Rd.

Date: 5/30/2024

ELEVATION

Gross Square Footage	☐ Less than 5' of Access on Both Sides of Home	1800	Footprint SqFt
	☐ Multiple Story Home	0	SqFt of 2nd Floor
Vertical Rise From Grade to Top of CMU Wall		13.08	VF
Structural Foundation Wall Linear Footage	Exterior	180	LF
	Interior	0	LF
	Total LF	180	

FOUNDATION

Foundation System:	☐ Use Existing Foundation		☑ Demo Existing		0 VF-AG	$8,348.84
Footing Size	☐ 2' x 1' Footing	LF	☑ 3' x 16" Footing	21 LF		$39,653.10
	☐ 2' x 2' Footing	LF				
Helical Piles	Total LF/8 + Qty Piers - (estimate = 58) -->				58 EA	$71,685.68
Quantity of interior and Exterior "L" Corners					6 EA	$1,658.62
Quantity of "T" Intersections					0 EA	$0.00
Quantity of Bond Beam Courses (Cost Increase from Standard Block)					0 EA	$0.00
Quantity of Piers					35 EA	$14,750.12
					Total Foundation Cost:	$136,096.36

OTHER

Masonry Chimney Present			☐ Yes - Checked		$0.00
Slab On Grade Separation			0 SqFt		$0.00
Garage Door	☐ Single Car		☐ Double Car		$0.00
Exterior Garage Man Door			☐ Yes - Checked		$0.00
Attached Deck	☑ Lift with House	☐ Demo	0 SqFt		$0.00
Quantity of Down Spouts			0 Ea		$0.00
Crawl Space Fill to 6" above Exterior Grade			1 VF		$1,968.27

TOTAL COSTS

Sub-Total	$178,318.19
Tax 9.2%	$16,405.27
Total:	$194,723.47
Total with Bonding:	$195,729.81

*This estimate was developed utilizing methodologies from RSMeans, Xactimate, Consumer Price Indexing, historical & regional costs, proprietary information and local tax requirements.

City of Bay Saint Louis
Hazard Mitigation Project
Elevation and Foundation Pricing Form

BAY SAINT LOUIS
A PLACE APART

Applicant
Address: 4035 Honshu St

Date: 5/30/2024

ELEVATION

Gross Square Footage	☐ Less than 5' of Access on Both Sides of Home	950	Footprint SqFt
	☐ Multiple Story Home	0	SqFt of 2nd Floor
Vertical Rise From Grade to Top of CMU Wall		19	VF
Structural Foundation Wall Linear Footage	Exterior	180	LF
	Interior	0	LF
	Total LF	180	

FOUNDATION

Foundation System:	☐ Use Existing Foundation	☑ Demo Existing		4	VF-AG	$50,606.08
Footing Size	☐ 2' x 1' Footing		LF	☑ 3' x 16" Footing	21 LF	$51,312.98
	☐ 2' x 2' Footing		LF			
Helical Piles	Total LF/8 + Qty Piers - (estimate = 58) -->			58	EA	$71,685.68
Quantity of interior and Exterior "L" Corners				4	EA	$1,521.48
Quantity of "T" Intersections				0	EA	$0.00
Quantity of Bond Beam Courses (Cost Increase from Standard Block)				0	EA	$0.00
Quantity of Piers				35	EA	$14,750.12
					Total Foundation Cost:	$189,876.34

OTHER

Masonry Chimney Present			☐ Yes - Checked		$0.00
Slab On Grade Separation			0	SqFt	$0.00
Garage Door		☐ Single Car	☐ Double Car		$0.00
Exterior Garage Man Door			☐ Yes - Checked		$0.00
Attached Deck	☑ Lift with House	☐ Demo	900	SqFt	$12,870.00
Quantity of Down Spouts			0	Ea	$0.00
Crawl Space Fill to 6" above Exterior Grade			1	VF	$1,038.81

TOTAL COSTS

Sub-Total	$232,173.71
Tax 9.2%	$21,359.98
Total:	$253,533.69
Total with Bonding:	$254,243.41

*This estimate was developed utilizing methodologies from RSMeans, Xactimate, Consumer Price Indexing, historical & regional costs, proprietary information and local tax requirements.

FY 2024 Per Diem Rates for Mississippi

Daily lodging rates (excluding taxes) | October 2023 - September 2024

Primary Destination	County	2023 Oct	Nov	Dec	2024 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Standard Rate	Applies for all locations without specified rates	$107	$107	$107	$107	$107	$107	$107	$107	$107	$107	$107	$107
Oxford	Lafayette	$119	$119	$119	$119	$119	$119	$119	$119	$119	$119	$119	$119
Southaven	Desoto	$121	$121	$121	$121	$121	$121	$121	$121	$121	$121	$121	$121
Starkville	Oktibbeha	$118	$118	$118	$118	$118	$118	$118	$118	$118	$118	$118	$118

BID	Address	Type	Min_Meter	Max_Meter	Ave_Meter	Min_Feet	Max_Feet	Ave_Feet
BS1	3100 Roberson Rd, Bay St Louis, MS	Building Structure	2.109591246	2.109591246	2.109591246	6.921231131	6.921231131	6.921231131
BS2	4035 Honshu St, Bay St Louis, MS	Building Structure	0.95133394	0.95133394	0.95133394	3.121174349	3.121174349	3.121174349
P2	4035 Honshu St, Bay St Louis, MS	Parcel	0.835875511	0.95133394	0.905799496	2.742373728	3.121174349	2.971783128
P1	3100 Roberson Rd, Bay St Louis, MS	Parcel	1.791757464	2.14582181	2.00810755	5.87846938	7.040097812	6.588279373

BID RECOMMENDATION

DATE: Thursday, June 13, 2024

OWNER: City of Bay St. Louis, Mississippi

ADDRESS: 688 Highway 90, Bay St. Louis, MS 39520

ATTENTION: Michael Reso, City Clerk

PROJECT NAME: Court Street Community Center Repairs

PROJECT NO.: 0317.23.002

PROJECT ADDRESS: 122 Court Street, Bay St. Louis, MS 39520

Mr. Reso:

We have reviewed the bids received on Tuesday, June 11, 2024. We received a total of three bids, and after review, the qualified low bidder is David Rush Construction. We recommend awarding the project to David Rush Construction for the total construction cost of Nine Hundred Fifty One Thousand Four Hundred Dollars and Zero Cents ($951,400.00), which includes the Base Bid Amount plus the selected Alternate Bid Amounts as listed below.

Base Bid Amount	$760,000.00
Bid Alternate No. 01 – Replacing Glazing Panels	$15,000.00
Bid Alternate No. 02 – Replace HVAC Wood Louvers with Aluminum	$23,000.00
Bid Alternate No. 04 – Replace existing railings and replace with aluminum railings	$153,400.00
Total Construction Cost	**$951,400.00**

Enclosed please find the Certified Bid Tabulation for the above referenced project for your use.

Should you have any questions, then please contact the MP Design Group signatory.

Bradford A, Jones, AIA, NCARB
Principal Architect, MP Design Group

Enc: Certified Bid Tabulation

CC: Mike Favre, Mayor

BID TABULATION

MP Design Group, 918 Howard Avenue | Suite F | Biloxi, MS 39530 | 228.388.1950

PROJECT: Court Street Community Center

PROJECT #: 0275.23.001

LOCATION: 688 Highway 90, Bay St. Louis, MS 39520

BID DATE: 6/11/2024

TIME: 2:00 PM

CONTRACTOR	CM Combs Construction	David Rush Construction	Dixon Contracting Group	
Certificate of Responsibility #	20730	14565	18279	
Bid Surety Company	Yes	Yes	Yes	
Non-Collusive Affidavit	Yes	Yes	Yes	
Insurance Letter	Yes	Yes	Yes	
Proof of Contractor's Current MS License	Yes	Yes	Yes	
Addendums Acknowledged (Number of Addedums: 1)	Yes	Yes	Yes	
BASE BID AMOUNT	**$2,033,000.00**	**$760,000.00**	**$910,000.00**	
Alternates No. 1 - Replace Glazing Panels	$19,400.00	$15,000.00	$9,500.00	
Alternates No. 2- Replace wood Louvers at HVAC platform	$23,000.00	$23,000.00	$25,000.00	
Alternates No. 3 - Pedestrian Railings- Remove and replace non-painted Guard Rails	$161,600.00	$148,000.00	$207,000.00	
Alternate No. 4- Pedestrian Railings- remove and replace with New Anodized Aluminum Guard Rails	$168,000.00	$153,400.00	$152,000.00	
Alternate No. 5 - Remove all of the storefront system in elevator tower.	$86,000.00	$76,000.00	$81,000.00	
Alternate No. 6 - Remove Pedestrian Railings - All Stair handrails	$167,800.00	$82,000.00	$564,000.00	
Unit Price No. 01- 2x6 IPE Decking, Fasteners,, and Installation	$29.00	$20.00	$30.00	
Unit Price No. 02 - L-1-1/2x5x1/4- Galvanized Steel Angle and Installation	$113.00	$60.00	$3,300.00	

The information presented in the bid tabulation above is accurate and complete to the best of my knowledge and understanding and submitted bids.

Bradford A. Jones, AIA | Signed June 13, 2024

COURT STREET COMMUNITY CENTER REPAIRS
Project Cost Recap

MP Design Group

Owner	City of Bay St. Louis
Project Title	Court Street Community Center Repairs
Project Number	0317.23.002
Project Location	122 Court Street | Bay St. Louis | MS 39520
Date of Program Report	Thursday, June 13, 2024

Project Budget	
Gulf Coast Restoration Funds	$1,000,000.00
City Contributing Funds	$200,000.00
Total Funding	**$1,200,000.00**

Work Completed or to be Completed by the City	
Replacement of the HVAC Ductwork	$22,262.13
Painting the Interior of the Community Center	$4,700.00
Anticipated Cost to replace the flooring in the Community Center	$35,000.00
Total Cost of Work Performed by the City	$61,962.13

General Contractor's Bid and Construction Cost		
General Contractor Recommended - David Rush Construction		
Base Bid Amount		$660,000.00
Project Contingency Amount (Included in the Base Bid amount on the Bid Tabulation Sheet)		$100,000.00
Bid Alternates Recommended		
Alternate No. 1 - Replace the fogged glazing panels in the elevator/stair tower.		$15,000.00
Alternate No. 2 - Replace the wood louvers surrounding the HVAC platform with new aluminum louvers.		$23,000.00
Alternate No. 4 - Remove existing pedestrian railings and replace with anodized aluminum railings.		$153,400.00
Bid Alternates Not Recommended		
Alternate No. 3 - Remove pedestrian railings and replace with new non-painted galvanized steel railings.	$148,000.00	
Alternate No. 5 - Remove all of the storefront system in elevator tower and reinstall.	$76,000.00	
Alternate No. 6 - Remove cable railings, prep paint existing rail posts, reinstall cable railing.	$82,000.00	
Total Construction Cost		$951,400.00

Design Professional Fees and Other Project Costs	
MP Design Group Design Fee	95,140.00

Total project funds to be spent according to the data herein	**$1,108,502.13**
This includes $100,000 of contingency that belongs to the Owner but is dedicated to the project to address any unforeseen conditions, changes, or additions that need to be addressed during construction.	
Total project funds remaining according to the data herein	**$91,497.87**

June 18, 2024

Project Report and Update

Action Items

Discussion Items

1. Motion to Authorize to advertise for Construction Bids for Downtown ADA Boardwalk Phase 2.

2. Motion to Authorize to advertisement for Construction Bids for BSL Sewer Improvement Project (ARPA Phase 2)

Project Updates

1. General

   A. Coordinating a workshop with personnel from NOAA to discuss abnormally high tides, sea level rise and other recent flooding in low lying areas of The City.

   B. NRCS Main Drain Improvements – Extension has been granted. Topographic surveying has commenced and is approximately 75% complete.

   C. MEMA Drainage Hazard Mitigation Grant has been submitted to MEMA and is under review. Waiting on comments or further direction from MEMA.

   D. Finalizing preliminary plans for City Wide Box Culvert Repairs (Webster, Good, McDonald Lane and Dunbar Ave). Dunbar Ave culvert has two blockages, a set of timber piling supporting the timber bridge on the west side of the culvert and an abandoned force main on the east side of the culver. Based on preliminary data, the culvert does appear to be undersized for the drainage basin. There are also concerns about the invert elevation of the box culvert crossing Beach Blvd near Felicity St. as the survey shots indicate the Dunbar Ave culvert is approximately 1' higher than the Felicity St. culvert. We do recommend the piling to be relocated and the force main removed to eliminate any potential debris from being trapped on these obstructions which can lead to storm water backing up during rain events. It is anticipated that these improvements would be eligible items for the other drainage improvements grants from NRCS and MEMA.

   E. Coordinating GIS updates with city personnel.

2. Building Department

   A. CFM

      1) Currently working with MEMA on Flood Plain Ordinance Revisions to include:

         a. Increased enclosure SF for AE zones – reviewing impacts to CRS rating.

         b. Revised substantial damage cost comparison language

      2) City website and call system has information relative to flood hazards, flood notifications and corrective actions taken to reduce the risk of localized flooding.

      3) Working on notification letters based on MEMA potential violation list. FEMA has cleared many of the violations.

      4) Coordinating MEMA CAV visit for onsite inspections of properties in the SFHA.

   B. CRS

      1) Requested all SOS properties for drainage and open space preservation.

      2) CAV has been closed and the City maintained a 7 Rating.

      3) CRS Recertification has been finalized. The Building Department scored a 100% accuracy rating on the submitted Final EC's.

      4) Workshop (CRS and MS 4) is schedule for June 27th.

3. Public Works

   A. MS 4 Permit Annual Report – annual report has been accepted.

4. Beyer Drive Sidewalk Improvements – MDOT has authorized the project to be awarded to the contractor.

5. Washington St. Pathway Improvements – MDOT has authorized the project to be awarded to the contractor.

6. Coordinating MDOT activation procedures for the Old Spanish Trail Lighting Project, and Ranch/Pine St. Sidewalk Projects. Seube St. and Felicity St. sidewalks

are slated to be funded in FY 26. GRPC has merged all sidewalk projects into 1 City Wide project.

7. HWY 603 Turning Lane Extension Project – Final design is approximately 75% complete. LPA 700 Design Variance has been submitted to MDOT and approved. Field review comments have been received and we are updating the plans accordingly.

8. ADA Transition Study – Field evaluation of City facilities has commenced.

9. MEMA Hazard Mitigation Ward 6 road elevation – submitted cost benefit analysis and cost estimate/funding request to MEMA for review. Waiting on comments from MEMA.

10. Hurricane Zeta Damage

    A. Harbor

        1) Phase 2 Repairs – only one bid was received. All documentation was submitted to MEMA and FEMA with a cost adjustment request.

        2) Phase 3 Dredging – WQC has been received and now waiting on final permit determination from USACE.

11. Hurricane Ida Damage Repairs – still waiting on response from MEMA/FEMA for funding adjustment due to the higher bid costs.

12. Sunset Sewer Improvements – Final design documents have been sent to DEQ for review. Waiting on final comments.

13. Ramoneda St. Sewer Improvements – Final design is complete. Coordinating DEQ comments and approval prior to requesting authorization to proceed with advertising for construction bids.

14. Scianna Lane Drainage Improvements – Preconstruction conference is scheduled for June 27th.

15. Proposed Water Well Project – Plans were submitted to DOH in March for review. Waiting on comments.

16. Proposed Elevated Water Tank and Water System Improvements – loan documents have been submitted. We are currently working on the Facility's Plan which due in July. Public hearing is scheduled for July 17th.

17. Proposed City-Wide Water System Improvements – loan documents have been submitted. We are currently working on the Facility's Plan which due in July.

18. Canal Dredging and Sampling – coordinating sampling and testing schedule for Phase 1. All canals, except for those East of Paradise Lane have been surveyed.

19. ARPA City Wide Sewer Rehabilitation

    A. Phase 1 – Finalizing outstanding reports, missing videos etc.

    B. Phase 2 – Gravity Sewer Main Repairs and Lining

        1) Repair documents will be prepared as CCTV reports submitted as part of Phase 1.

        2) Repair documents are anticipated to be completed and ready for bid advertising in June of 2024.

    C. Phase 3 – Lagoon Evaluation and Lift Station Drawdown Tests – topo survey has commenced of the lagoon site. Lift Station upgrades will be dependent on funding availability.

20. Downtown Striping Plan – coordinating with existing curb inlet locations to determine any impacts to the crosswalk locations.

21. Pickle Ball Court – Construction has commenced.

22. Downtown Board Walk – coordinating advertising for construction bids.

23. Julia St. Park Improvements – cost estimate and site plan have been submitted for review.

24. Lead and Copper Service Line Remediation Project – working with City personnel on developing inventory of all lead, copper, or galvanized water service lines. The first phase inventory is due by October 2024.

25. MS DEQ SRF Sewer Low Interest/Forgivable Loan – Ranking Form was submitted on April 15, 2024. We are currently coordinating facilities plan which is due in July.

GOMESA PHASE II PROJECT FUNDING
Request for Funding FY2025

Official Use Only

Project Number: _____

Requesting Agency: _____

PROJECT SUMMARY

red outlines indicate required fields

1. Title of Project:

Bay Saint Louis Citywide Sewer Rehabilitation Project

2. Location of Project:

Bay Saint Louis

3. Requesting Organization:

Bay Saint Louis

4. Requesting Organization Representative:

a. Name:	Mike Favre	e. Address:	688 Highway 90 Bay St. Louis, MS 39520
b. Position	Mayor		
c. Phone:	(228) 466-5490	f. Email:	mfavre@baystlouis-ms.gov
d. Fax:	N/A		

5. Funding Requested:

$4,000,000

6. Have any other State or Federal funding sources been identified for the project?

☑ **Yes**

☐ **No**

7. If yes, enter amount and source of additional funds:

Amount: $8,500,000

Source of Additional Funds: ARPA

8. Total Project Funds

$12,500,000

GOMESA PHASE II PROJECT FUNDING
Request for Funding FY2025

PROJECT SUMMARY

9. Provide Brief Project Description/Overview:

The maintenance of the Bay Saint Louis sewer system is imperative to insure the prevention of overflow from the system to the ground and the surrounding drainage system. This project is to include the inspection and lining of gravity sewer mains and manholes, the lining of all sewer pump stations, the rehabilitation of older lift stations, targeting areas of extraneous flow, and addressing structural defects. Preliminary design, cleaning , and CCTV inspection of the system is completed. Currently, Phase 2 repairs for a portion of the city are being finalized and will advertise for construction bids in July 2024.

10. LIST Project Goals/Objectives:

Provide a safe and efficient collection of wastewater for the city of Bay Saint Louis by rehabbing the city's sewer system. Protecting the groundwater from contamination, prevent overflow of city's drainage system and decrease runtime and wear and tear on the pumping station.

GOMESA PHASE II PROJECT FUNDING

Request for Funding FY2025

PROJECT SUMMARY

11. Which of the following authorized uses set forth in the GOMESA Act does this project fall under? Check all that apply. Explain SPECIFICALLY and in detail how the project meets the required criteria.

☑ *(A) Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses*

Maintenance of the city's sewer will prevent potential contamination of groundwater from wastewater overflow from the system to the surrounding drainage system.

☑ *(B) Mitigation of damage to fish, wildlife, or natural resources.*

Protecting the groundwater mitigates the loss of fish, wildlife and natural resources.

☐ *(C) Implementation of a federally-approved marine, coastal, or conservation management plan.*

N/A

☐ *(D) Mitigation of the impact of Outer Continental Shelf activities through funding of onshore infrastructure projects.*

N/A

GOMESA PHASE II PROJECT FUNDING
Request for Funding FY2025

PROJECT SUMMARY

12. Project Timetable/Milestones:

Design and Planning- 3 months
Construction- 6 months
Closeout- 1 month

13. Project Timing

☑ **Short-term (3 year or less)** ☐ **Deferred/long-term (3-5 years)**

GOMESA PHASE II PROJECT FUNDING
Request for Funding FY2025

APPLICATION SUMMARY

14. Current status of architectural/engineering plans & specifications for this project (if applicable): *Check one from each group.*

Group 1:
- ☐ **Completed**
- ☑ **In Progress**
- ☐ **Ready to Bid**
- ☐ **Other (identify)**

Group 2:
- ☐ **Paid for**
- ☐ **Funds budgeted**
- ☑ **Funds not budgeted**

15. In what way does this project meet the goals and objectives of the Department of Marine Resources, which includes enhancing, protecting and conserving the marine interest of Mississippi for present and future generations.?

Maintenance of the Bay Saint Louis sewer system is imperative to insure the prevention of overflow from the system to the ground. Prevention of this overflow protects the ground water from contamination and prevents local flooding of the surrounding drainage system.

GOMESA PHASE II PROJECT FUNDING
Request for Funding FY2025

APPLICATION SUMMARY

16. Estimated number of years to completion: 1

17. Estimated Completion Date: 11/30/2025

18. Prioritize if your agency has submitted multiple projects:

1

SIGNATURES

Requesting Agency Representative: _____ **Signature** _____ **Date**

Attach a detailed project description, project schematics, drawings, or any regulatory permits as appropriate.

***Progress notes must be submitted quarterly on all projects funded by GOMESA.**

****Before submitting application, please make sure to complete the Budget form on page 7.**

GOMESA PHASE II PROJECT FUNDING
Request for Funding FY2025

BUDGET

Category	Total
Salaries, wages, Fringe	
Travel	
Architecture & Engineering	400000.
Legal	
Consulting	
Construction	3600000.
Site Work	
Equipment	
Indirects	
Other	
Total	4000000

MISSISSIPPI TIDELANDS TRUST FUND PROGRAM
Request for Funding FY2026

ENHANCE ★ PROTECT ★ CONSERVE

☐ Public Access ☐ Managed Project

Official Use Only

Project Number: _____

Average Merit Score: _____

Requesting Agency: _____

PROJECT SUMMARY

red outlines indicate required fields

1. Title of Project:
BSL Municipal Harbor Beach Amenities & Improvements

2. Location of Project:
100 Jody Compretta Drive
Bay St. Louis, MS 39520

3. Requesting Agency
City of Bay St. Louis

3.a Select your Office (DMR Applicants Only)

4. Requesting Agency Representative:

a. Name: Mayor Mike Favre
b. Phone: (228) 466-8951
c. Fax: (228)466-5490
d. Address: 688 Hwy 90 Bay St. Louis, MS 39520
e. Email: mfavre@baystlouis-ms.gov

5. Project Manager:

a. Name: Jason Chiniche
b. Phone: (228)467-6755
c. Fax:
d. Address: 407 Hwy 90 Bay St Louis, MS 39520
e. Email: jason@chiniche.com

6. Funding Requested:
350000

6a. Requested Funding for Required Match:

6b. Amount Above Matching Funds:

7. Matching Funds:

8. Source of Matching Funds:

9. Total Project Funds
350000

Joint Project Information

Is this a Joint Project?

Yes ☐ **No** ☐

If yes, enter the agency:

Other Agency's Contact:

MISSISSIPPI TIDELANDS TRUST FUND PROGRAM
Request for Funding FY2026

ENHANCE ★ PROTECT ★ CONSERVE

PROJECT SUMMARY

10. Provide Brief Project Description/Overview:

The City of Bay St. Louis would like to propose added amenities to the Bay St. Louis Harbor area to enhance the experience for both residents and tourists who visit our beaches. The proposed enhancements include a floating pier and kayak launch on the north side of the Jimmy Rutherford Fishing Pier, along with extra golf cart parking spaces for increased accessibility to the beach.

11. LIST Project Goals/Objectives:

-Enhance public access to the beaches and recreational activities
-Promote outdoor activities for families and tourists
-Increase the safety and convenience of accessing the beach and waterfront activities by offering additional parking
-Support local tourism to boost the economy

12. LIST Project Benefits:

The proposed floating pier and kayak launch, along with additional golf cart parking spaces, will significantly enhance beach accessibility and recreational opportunities for local residents and tourist. Additionally, it will offer a safe entry point to the water for local residents and tourists to enjoy.

MISSISSIPPI TIDELANDS TRUST FUND PROGRAM
Request for Funding FY2026

ENHANCE ★ PROTECT ★ CONSERVE

PROJECT SUMMARY

13. LIST Project Tasks:

Project Design
Permitting
Bid Phase
Construction Phase
Project Close Out

14. Project Timetable/Milestones:

Project Design - 3 months
Permitting - 2 months
Bid Phase - 1 month
Construction Phase - 4 months
Project Close Out - 1 month

15. If this project has been funded previously through Tidelands Trust Fund indicate which fiscal years: ***(type N/A if not applicable)***

N/A

16. Project Timing:

☑ **Short-term (3 years or less)** ☐ **Deferred/long-term (3 – 5 years)**

MISSISSIPPI TIDELANDS TRUST FUND PROGRAM
Request for Funding FY2026

APPLICATION SUMMARY QUESTIONNAIRE

17. Is this a Multi-Phase Project? ☐ Yes ☑ No

18. Is any part of this project located on private property? ☐ Yes ☑ No

19. Is there an existing lease between the requesting agency and property owner? ☐ Yes ☑ No

20. If required, are the plans approved by the DMR Permitting Office? ☐ Yes ☑ No

21. Will this project enhance an existing water-dependent activity? ☑ Yes ☐ No
Identify the activity:

Local Fishing, Kayaking, and Access to the Harbor

22. Does this project coordinate with other existing or planned projects? ☑ Yes ☐ No
Identify the project(s):

Existing Municipal Harbor & Fishing Pier

23. Will this project involve impacting, filling, or dredging coastal wetlands? ☐ Yes ☑ No
If yes, what acreage:

24. Identify the constituency or interest group(s) which this project will serve:

Fishermen, Ecotourists, Local Residents, Tourists, and Outdoor Enthusiasts that enjoy kayaking, canoeing, and paddle boarding.

25. Identify the service that this project will provide to the group(s) identified in 24:

Safe and adequate access to the water for recreational activities such as fishing and kayaking.

MISSISSIPPI TIDELANDS TRUST FUND PROGRAM
Request for Funding FY2026

APPLICATION SUMMARY QUESTIONNAIRE

26. Project Category:
(more than one may apply)

- [ ] Conservation
- [ ] Reclamation
- [ ] Preservation
- [ ] Acquisition
- [ ] Education
- [x] Public Access
- [x] Public Improvement
- [ ] Other (Identify)

27. Current status of architectural/ engineering pans & specifications for this project (if applicable): (check one from each group)

Group 1:
- [ ] Completed
- [ ] In Progress
- [ ] Ready to Bid
- [x] Other (identify)

Planning

Group 2:
- [ ] Paid for
- [ ] Funds budgeted
- [x] Funds not budgeted

28. Categorize the benefits from 12:

- [x] Environmental
- [x] Economic
- [x] Safety
- [x] Public
- [ ] Other (identify)

29. Have other State or Federal funding sources been identified for the project?

- [ ] Yes
- [x] No

If yes, identify:

30. In what way does this project meet the goals and objectives of the Department of Marine Resources and the Secretary of State's Office, which include enhancing, protecting, conserving and providing public access to tidelands affected areas?

This project will provide public access for all residents while protecting and conserving the natural habitat. It will also satisfy the need for an additional fishing, paddle boarding, and kayaking area for all to enjoy.

MISSISSIPPI TIDELANDS TRUST FUND PROGRAM
Request for Funding FY2026

ENHANCE ★ PROTECT ★ CONSERVE

APPLICATION SUMMARY

31. Summarize, in paragraph form, your Tidelands Application below. Give additional detail from TTF-1 Section 7 and include how the project will meet the requirements of the Public Trust Tidelands Act and the potential benefits that would be derived from receipt of Tidelands Trust Funds.

The City of Bay St. Louis would like to propose added amenities to the Bay St. Louis Harbor area to enhance the experience for both residents and tourists who visit our beaches. The proposed enhancements include a floating pier and kayak launch on the north side of the Jimmy Rutherford Fishing Pier, along with extra golf cart parking spaces for increased accessibility to the beach.

The benefits of the proposed floating pier and kayak launch, along with additional golf cart parking spaces, will significantly enhance beach accessibility and recreational opportunities for local residents and tourist. Additionally, it will offer a safe entry point to the water for local residents and tourists to enjoy.

This project will provide public access for all residents while protecting and conserving the natural habitat. It will also satisfy the need for an additional fishing, paddle boarding, and kayaking area for all to enjoy.

MISSISSIPPI TIDELANDS TRUST FUND PROGRAM
Request for Funding FY2026

ENHANCE * PROTECT * CONSERVE

APPLICATION SUMMARY

32. Estimated number of years to completion: 1

33. Estimated Completion Date: 2027

34. Prioritize if your agency has submitted multiple projects

1

35. SIGNATURES

Project Manager:

Signature **Date**

Requesting Agency Representative:

Signature **Date**

36. Attach project schematics or drawings as appropriate

*Progress notes must be submitted semi-annually on Public Access projects and DMR projects, and quarterly on Managed projects.

MISSISSIPPI TIDELANDS TRUST FUND PROGRAM
Request for Funding FY2026

ENHANCE ★ PROTECT ★ CONSERVE

BUDGET

Category	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Salaries, wages, Fringe						$ 0.00
Travel						$ 0.00
Architecture & Engineering	50000					$ 50,000.00
Legal						$ 0.00
Consulting						$ 0.00
Construction	300000					$ 300,000.00
Site Work						$ 0.00
Equipment						$ 0.00
Land Acquisition						$ 0.00
Indirects						$ 0.00
Other						$ 0.00
Total	$ 350,000.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 350,000.00

Funding Sources	Year 1	Year 2	Year 3	Year 4	Year 5	Total
*Tidelands Funding Reallocated (Project #:_____, Year_____						$ 0.00
**Tidelands Funding Awarded						$ 0.00
***Federal Grants Funding						$ 0.00
***FEMA Funding						$ 0.00
***MEMA Funding						$ 0.00
***CDBG Funding						$ 0.00
***In-Kind Donations						$ 0.00
***Other						$ 0.00
Total	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00

Instructions:

1. If project will be completed in one year, complete only the "**Year 1**" budget column.
2. If project will be completed in two years, complete "**Year 1**" and "**Year 2**" columns.
3. Follow the same process as above for "**Year 3**", "**Year 4**", and "**Year 5**", if project will not be completed for 5 years.
4. *This should be completed only if you plan to reallocate existing funds to this project.
5. **This should only be completed if you were awarded funds in previous Tidelands year for other phases of this same project.
6. ***Refer only to matching funds secured for this project.

MISSISSIPPI TIDELANDS TRUST FUND PROGRAM

Request for Funding FY2026

LEGISLATIVE SUMMARY

1. Title of Project:

BSL Municipal Harbor Beach Amenities & Improvements

2. Location of Project:

100 Jody Compretta Drive
Bay St. Louis, MS 39520

3. Requesting Agency:

City of Bay St. Louis

6. Funding Requested:

350000

7. Matching Funds:

8. Source of Matching Funds:

9. Total Project Funds:

350000

10. Summarize, in paragraph form, your Tidelands Application below. Give additional detail from TTF-1 Section 7 and include how the project will meet the requirements of the Public Trust Tidelands Act and the potential benefits that would be derived from receipt of Tidelands Trust Funds.

The City of Bay St. Louis would like to propose added amenities to the Bay St. Louis Harbor area to enhance the experience for both residents and tourists who visit our beaches. The proposed enhancements include a floating pier and kayak launch on the north side of the Jimmy Rutherford Fishing Pier, along with extra golf cart parking spaces for increased accessibility to the beach.

The benefits of the proposed floating pier and kayak launch, along with additional golf cart parking spaces, will significantly enhance beach accessibility and recreational opportunities for local residents and tourist. Additionally, it will offer a safe entry point to the water for local residents and tourists to enjoy.

This project will provide public access for all residents while protecting and conserving the natural habitat. It will also satisfy the need for an additional fishing, paddle boarding, and kayaking area for all to enjoy.

Staff Report

Meeting Date: Month, DD YYYY
Meeting Type: Insert Title Here

To: COUNCIL

From: KATIE STEWART

Item Title: CITY OF BAY ST. LOUIS_COUNCIL DOCKET_06/18/2024_24-032

Background:

Recommendation:

Attachments:

FUND 001	GENERAL FUND	$100,494.59
FUND 120	FEDERAL GRANTS FUND	$11,115.00
FUND 200	DEBT SERVICE FUND	$84,858.61
FUND 305	CAPITAL PROJECTS FUND	$46,262.13
FUND 350	COUNTY R&B FUND	$1,082.21
FUND 400	UTILITY FUND	$224,921.40
FUND 408	MODERNIZATION_WATER	$9,125.50
FUND 421	ARPA FUND	$14,217.25
FUND 450	MUNICIPAL HARBOR FUND	$36,500.48
FUND 650	COMMUNITY HALL UNEARNED	$1,000.00
		_____
	TOTAL:	$529,577.17

CITY OF BAY ST. LOUIS_COUNCIL DOCKET_06/18/2024_24-032

CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
37169	228CARQUEST	6/5/2024	40 AMP FUSES(2)	GENERAL FUND	POLICE	$ 6.48
37169		6/5/2024	30 AMP FUSES(1)	GENERAL FUND	POLICE	$ 6.16
37148		6/5/2024	RESERVOIR(1)	GENERAL FUND	STREETS & PUBLIC WORKS	$ 68.79
					TOTAL:	$ 81.43
37093	AIRGAS, INC	5/31/2024	LARGE ACETYLENE(3)	UTILITY FUND	UTILITY OPERATIONS	$ 101.61
37093		5/31/2024	LARGE OXYGEN(3)	UTILITY FUND	UTILITY OPERATIONS	$ 101.61
37093		5/31/2024	HAZMAT	UTILITY FUND	UTILITY OPERATIONS	$ 107.00
					TOTAL:	$ 310.22
37031	ALL-PHASE ELECTRIC, INC.	5/20/2024	LED(50)	GENERAL FUND	STREETS & PUBLIC WORKS	$ 412.50
37159		6/3/2024	30A HOMELINE(1)	GENERAL FUND	PARKS & RECREATION	$ 57.24
					TOTAL:	$ 469.74
37044	ARTISOFT LABORATORIES, LLC	5/1/2024	MONTHLY SUPPORT_MAY 2024	MUNICIPAL HARBOR FUND	ADMINISTRATION	$ 125.00
37043		6/1/2024	MONTHLY SUPPORT_JUNE 2024	MUNICIPAL HARBOR FUND	ADMINISTRATION	$ 125.00
					TOTAL:	$ 250.00
37046	AT&T MOBILITY	5/27/2024	BUILDING DEPARTMENT IPAD(2)	GENERAL FUND	BUILDING DEPARTMENT	$ 80.46
37046		5/27/2024	PUBLIC WORKS HOTSPOT	GENERAL FUND	STREETS & PUBLIC WORKS	$ 40.23
37046		5/27/2024	UTILITY HOTSPOT	UTILITY FUND	UTILITY OPERATIONS	$ 40.23
37046		5/27/2024	WIRELESS AIRLINK	UTILITY FUND	UTILITY OPERATIONS	$ 43.23
37046		5/27/2024	UTILITY CALLOUT	UTILITY FUND	UTILITY OPERATIONS	$ 44.92
37046		5/27/2024	HARBORMASTER PHONE	MUNICIPAL HARBOR FUND	ADMINISTRATION	$ 44.92
					TOTAL:	$ 293.99

						PAGE 2
CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
37012	B&R INDUSTRIAL SUPPLY INC	5/29/2024	GLOVES(20)	UTILITY FUND	UTILITY OPERATIONS	$ 200.00
					TOTAL:	$ 200.00
37152	BAILEY LUMBER	5/30/2024	2X6X12 SYP(6)	GENERAL FUND	FIRE	$ 37.14
37014		5/28/2024	1X4X12 SYP(8)	GENERAL FUND	STREETS & PUBLIC WORKS	$ 35.76
37014		5/28/2024	PINE STAKES(50)	GENERAL FUND	STREETS & PUBLIC WORKS	$ 93.50
37013		5/29/2024	REBAR(1)	GENERAL FUND	STREETS & PUBLIC WORKS	$ 5.73
37013		5/29/2024	EXPANSION(4)	GENERAL FUND	STREETS & PUBLIC WORKS	$ 32.40
					TOTAL:	$ 204.53
36996	BARNEY'S POLICE SUPPLIES_LAFAYETTE	8/24/2023	SILHOUETTE TARGET(1)	GENERAL FUND	POLICE	$ 87.50
					TOTAL:	$ 87.50
37113	BAY ICE COMPANY	6/6/2024	HARBOR_ICE	MUNICIPAL HARBOR FUND	ADMINISTRATION	$ 66.00
37164		6/10/2024	HARBOR_ICE	MUNICIPAL HARBOR FUND	ADMINISTRATION	$ 110.00
					TOTAL:	$ 176.00
37115	BAY ST LOUIS UTILITIES	5/31/2024	08-0430-00 CITY HALL	GENERAL FUND	ADMINISTRATION	$ 39.00
37125		5/31/2024	09-0630-01 PARKING GARAGE	GENERAL FUND	GOVT BUILDING & PLANT	$ 39.00
37122		5/31/2024	08-0140-00 SENIOR CENTER	GENERAL FUND	GOVT BUILDING & PLANT	$ 153.05
37120		5/31/2024	08-0970-00 1905 CITY HALL	GENERAL FUND	GOVT BUILDING & PLANT	$ 56.33
37118		5/31/2024	09-0209-00 COMMUNITY HALL	GENERAL FUND	GOVT BUILDING & PLANT	$ 101.50
37117		5/31/2024	09-0720-00 TRAIN DEPOT	GENERAL FUND	GOVT BUILDING & PLANT	$ 39.00
37114		5/31/2024	08-0830-01 B&G CLUB	GENERAL FUND	GOVT BUILDING & PLANT	$ 28.00
37116		5/31/2024	04-2589-00 PUBLIC SAFETY COMPLEX	GENERAL FUND	POLICE	$ 55.77
37124		5/31/2024	04-2585-00 FIRE STATION #1	GENERAL FUND	FIRE	$ 1,665.86
37129		5/31/2024	07-4260-00 PUBLIC WORKS YARD	GENERAL FUND	STREETS & PUBLIC WORKS	$ 39.00

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CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
37127	BAY ST LOUIS UTILITIES	5/31/2024	08-0710-00 CITY YARD	GENERAL FUND	STREETS & PUBLIC WORKS	$ 16.00
37130		5/31/2024	08-0110-00 COMMAGERE PARK	GENERAL FUND	PARKS & RECREATION	$ 165.64
37128		5/31/2024	06-4885-00 MLK PARK	GENERAL FUND	PARKS & RECREATION	$ 222.80
37126		5/31/2024	08-0832-00 B&G CLUB BACK BLDG	GENERAL FUND	PARKS & RECREATION	$ 7.00
37123		5/31/2024	08-0971-00 CITY PARK BATHROOM	GENERAL FUND	PARKS & RECREATION	$ 39.00
37121		5/31/2024	08-0200-00 SPLASH PAD	GENERAL FUND	PARKS & RECREATION	$ 1,536.80
37119		5/31/2024	08-0980-00 CEDAR REST	GENERAL FUND	PARKS & RECREATION	$ 14.00
					TOTAL:	$ 4,217.75
37139	BAY ST. LOUIS NEWSPAPERS, INC DBA:SEA COAST ECHO	5/23/2024	P&Z AD_6/12/2024	GENERAL FUND	CITY COUNCIL	$ 34.92
					TOTAL:	$ 34.92
37163	BUTLER SNOW LLP	5/31/2024	PROFESSIONAL SERVICES_MAY 2024	GENERAL FUND	ADMINISTRATION	$ 10,417.00
					TOTAL:	$ 10,417.00
37166	CADENCE EQUIPMENT FINANCE	6/7/2024	PAY #6 2023 RAM 1500	DEBT SERVICE FUND	DEBT SERVICE	$ 1,092.63
37166		6/7/2024	PAY #6 2023 RAM 1500	DEBT SERVICE FUND	DEBT SERVICE	$ 1,092.64
37166		6/7/2024	PAY #6 2023 RAM 1500	DEBT SERVICE FUND	DEBT SERVICE	$ 1,092.63
37166		6/7/2024	PAY #6 2023 RAM 1500	UTILITY FUND	DEBT SERVICE	$ 1,092.64
					TOTAL:	$ 4,370.54
37191	CHINICHE ENGINEERING & SURVEYING	6/11/2024	MS4 PERMIT	GENERAL FUND	STREETS & PUBLIC WORKS	$ 482.50
37189		6/11/2024	PICKLEBALL COURT	GENERAL FUND	PARKS & RECREATION	$ 2,820.12
37183		6/11/2024	NRCS MAIN DRAIN SURVEYING	FEDERAL GRANTS FUND	STREET & PUBLIC WORKS	$ 11,115.00
37184		6/11/2024	DEQ SRF LOAN	UTILITY FUND	UTILITY OPERATIONS	$ 4,256.00
37190		6/11/2024	DOH WATER LOAN/GRANT_WATER SYSTEM	MODERNIZATION-WATER	UTILITY OPERATIONS	$ 6,430.50
37188		6/11/2024	LEAD SERVICE INVENTORY	MODERNIZATION-WATER	UTILITY OPERATIONS	$ 2,695.00

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CLAIM #	**VENDOR NAME**	**DATE**	**DESCRIPTION**	**FUND**	**DEPARTMENT**	**AMOUNT**
37185	CHINICHE ENGINEERING & SURVEYING	6/11/2024	ARPA PHASE 1_INSPECTION	ARPA FUND	UTILITY OPERATIONS	$ 2,816.00
37186		6/11/2024	ARPA PHASE 1_CONSTRUCTION ADMIN	ARPA FUND	UTILITY OPERATIONS	$ 1,900.21
37187		6/11/2024	ARPA PHASE 2_DESIGN	ARPA FUND	UTILITY OPERATIONS	$ 9,501.04
					TOTAL:	$ 42,016.37
37018	CHUBB & SON, INC.	5/24/2024	MACHINERY BREAKDOWN POLICY	GENERAL FUND	STREETS & PUBLIC WORKS	$ 1,342.00
37018		5/24/2024	MACHINERY BREAKDOWN POLICY	UTILITY FUND	UTILITY OPERATIONS	$ 1,342.00
					TOTAL:	$ 2,684.00
37087	CNA SURETY	6/7/2024	NOTARY BOND_POLICE CLERK	GENERAL FUND	POLICE	$ 50.00
					TOTAL:	$ 50.00
37032	COAST CHLORINATOR & PUMP CO, INC	6/4/2024	AQUA MAG(1)	UTILITY FUND	UTILITY OPERATIONS	$ 1,325.00
37147		6/4/2024	AQUA MAG(1)	UTILITY FUND	UTILITY OPERATIONS	$ 1,325.00
					TOTAL:	$ 2,650.00
37157	COBURN'S SUPPLY COMPANY, INC	5/30/2024	WATER STOP(6)	GENERAL FUND	STREETS & PUBLIC WORKS	$ 201.18
37006		5/21/2024	DRIVE KEY(2)	UTILITY FUND	UTILITY OPERATIONS	$ 414.12
37004		5/21/2024	VALVE/RISER(8)	UTILITY FUND	UTILITY OPERATIONS	$ 323.04
37004		5/21/2024	VALVE/RISER(8)	UTILITY FUND	UTILITY OPERATIONS	$ 440.48
37156		5/30/2024	YOKE LID(50)	UTILITY FUND	UTILITY OPERATIONS	$ 917.00
37001		5/21/2024	6" PVC(12)	UTILITY FUND	UTILITY OPERATIONS	$ 713.04
37001		5/21/2024	6"X20 PVC(100)	UTILITY FUND	UTILITY OPERATIONS	$ 521.00
					TOTAL:	$ 3,529.86

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CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
37101	COMCEPTS, LLC	6/3/2024	ANSWERING SERVICE	GENERAL FUND	STREETS & PUBLIC WORKS	$ 195.95
37101		6/3/2024	ANSWERING SERVICE	UTILITY FUND	UTILITY OPERATIONS	$ 195.95
					TOTAL:	$ 391.90
37023	CONSOLIDATED PIPE & SUPPLY COMPANY, INC	5/21/2024	5/8" PROCODER(60)	UTILITY FUND	UTILITY OPERATIONS	$ 9,780.00
37021		5/21/2024	10" BELL RESTRAINT(2)	UTILITY FUND	UTILITY OPERATIONS	$ 358.00
37021		5/21/2024	6" BELL RESTRAINT(2)	UTILITY FUND	UTILITY OPERATIONS	$ 126.00
					TOTAL:	$ 10,264.00
37029	CRAWFORD ELECTRIC SUPPLY LLC	5/14/2024	TIMER(1)	GENERAL FUND	STREETS & PUBLIC WORKS	$ 420.88
					TOTAL:	$ 420.88
37197	CSPIRE	6/1/2024	COURT	GENERAL FUND	JUDICIAL	$ 47.89
37197		6/1/2024	COURT	GENERAL FUND	JUDICIAL	$ 65.60
37197		6/1/2024	ADMIN & FINANCE	GENERAL FUND	ADMINISTRATION	$ 62.80
37197		6/1/2024	ADMIN & FINANCE	GENERAL FUND	ADMINISTRATION	$ 65.60
37197		6/1/2024	BUILDING DEPARTMENT	GENERAL FUND	BUILDING DEPARTMENT	$ 95.99
37197		6/1/2024	BUILDING DEPARTMENT	GENERAL FUND	BUILDING DEPARTMENT	$ 65.60
37197		6/1/2024	COMMUNITY HALL	GENERAL FUND	GOVT BUILDING & PLANT	$ 26.68
37197		6/1/2024	COMMUNITY HALL	GENERAL FUND	GOVT BUILDING & PLANT	$ 270.00
37197		6/1/2024	OLD TOWN COMMUNITY CENTER	GENERAL FUND	GOVT BUILDING & PLANT	$ 270.00
37197		6/1/2024	DEPOT	GENERAL FUND	GOVT BUILDING & PLANT	$ 270.00
37197		6/1/2024	POLICE	GENERAL FUND	POLICE	$ 270.00
37197		6/1/2024	POLICE	GENERAL FUND	POLICE	$ 233.72
37197		6/1/2024	FIRE	GENERAL FUND	FIRE	$ 226.45
37197		6/1/2024	FIRE	GENERAL FUND	FIRE	$ 540.00
37197		6/1/2024	PUBLIC WORKS	GENERAL FUND	STREETS & PUBLIC WORKS	$ 78.89
37197		6/1/2024	PUBLIC WORKS	GENERAL FUND	STREETS & PUBLIC WORKS	$ 65.60

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CLAIM #	**VENDOR NAME**	**DATE**	**DESCRIPTION**	**FUND**	**DEPARTMENT**	**AMOUNT**
37197	CSPIRE	6/1/2024	UTILITY	UTILITY FUND	ADMINISTRATION	$ 90.22
37197		6/1/2024	UTILITY	UTILITY FUND	ADMINISTRATION	$ 65.60
37197		6/1/2024	HARBOR	MUNICIPAL HARBOR FUND	ADMINISTRATION	$ 27.92
					TOTAL:	$ 2,838.56
37040	DESTIN JOHNSON	5/30/2024	BOND REFUND	GENERAL FUND	NON-DEPARTMENTAL	$ 250.00
					TOTAL:	$ 250.00
37167	DPS CRIME LAB	5/6/2024	ANALYTICAL FEES	GENERAL FUND	POLICE	$ 60.00
					TOTAL:	$ 60.00
37028	FASTENAL COMPANY	5/17/2024	BATTERY(1)	GENERAL FUND	STREETS & PUBLIC WORKS	$ 23.49
					TOTAL:	$ 23.49
37011	FROOGEL'S	6/3/2024	WATER(84)	GENERAL FUND	STREETS & PUBLIC WORKS	$ 225.96
37011		6/3/2024	10% FEE	GENERAL FUND	STREETS & PUBLIC WORKS	$ 22.60
					TOTAL:	$ 248.56
37017	FUELMAN	6/3/2024	FUELMAN_P.D. #4424	GENERAL FUND	POLICE	$ 2,126.75
37165		6/10/2024	FUELMAN_P.D. #6350	GENERAL FUND	POLICE	$ 1,389.59
37137		5/27/2024	FUELMAN_F.D.	GENERAL FUND	FIRE	$ 363.39
					TOTAL:	$ 3,879.73

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CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
37161	GOLDIN METALS, INC.	6/10/2024	ROLL UP DOOR(1)	GENERAL FUND	STREETS & PUBLIC WORKS	$ 529.98
					TOTAL:	$ 529.98
37002	GRAINGER, INC	5/21/2024	1/8" JOBBER(12)	GENERAL FUND	STREETS & PUBLIC WORKS	$ 24.36
37002		5/21/2024	9/64" JOBBER(12)	GENERAL FUND	STREETS & PUBLIC WORKS	$ 28.20
37002		5/21/2024	11/64" JOBBER(12)	GENERAL FUND	STREETS & PUBLIC WORKS	$ 30.84
37002		5/21/2024	1/2" JOBBER(6)	GENERAL FUND	STREETS & PUBLIC WORKS	$ 74.46
37002		5/21/2024	5/16" JOBBER(6)	GENERAL FUND	STREETS & PUBLIC WORKS	$ 29.94
37002		5/21/2024	1/4" JOBBER(12)	GENERAL FUND	STREETS & PUBLIC WORKS	$ 38.40
37003		5/21/2024	BANDAGE(1)	GENERAL FUND	STREETS & PUBLIC WORKS	$ 8.15
37003		5/21/2024	KNUCKLE BANDAGE(1)	GENERAL FUND	STREETS & PUBLIC WORKS	$ 14.54
37003		5/21/2024	7/8" BANDAGE(1)	GENERAL FUND	STREETS & PUBLIC WORKS	$ 5.78
37003		5/21/2024	ANTIBIOTIC OINTMENT(1)	GENERAL FUND	STREETS & PUBLIC WORKS	$ 7.70
37003		5/21/2024	PEROXIDE(3)	GENERAL FUND	STREETS & PUBLIC WORKS	$ 17.85
37003		5/21/2024	ANTISEPTIC WIPES(1)	GENERAL FUND	STREETS & PUBLIC WORKS	$ 2.87
					TOTAL:	$ 283.09
37049	HANCOCK COUNTY SHERIFF'S DEPARTMENT	6/7/2024	HOUSING INMATES_MAY 2024	GENERAL FUND	JUDICIAL	$ 5,680.00
					TOTAL:	$ 5,680.00
37193	HC SOLID WASTE AUTHORITY	6/7/2024	PARKING GARAGE	GENERAL FUND	GOVT BUILDING & PLANT	$ 84.00
37193		6/7/2024	COMMUNITY HALL	GENERAL FUND	GOVT BUILDING & PLANT	$ 157.50
37193		6/7/2024	CITY YARD	GENERAL FUND	STREETS & PUBLIC WORKS	$ 157.50
37193		6/7/2024	CARPENTER YARD	GENERAL FUND	STREETS & PUBLIC WORKS	$ 446.25
37192		6/7/2024	SOLID WASTE_MAY 2024	UTILITY FUND	UTILITY OPERATIONS	$ 68,113.48
37192		6/7/2024	BULKY WASTE_MAY 2024	UTILITY FUND	UTILITY OPERATIONS	$ 13,632.13

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CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
37193	HC SOLID WASTE AUTHORITY	6/7/2024	HARBOR	MUNICIPAL HARBOR FUND	ADMINISTRATION	$ 588.00
						_____
					TOTAL:	$ 83,178.86
37090	HC UTILITY AUTHORITY	5/31/2024	ADMIN FEE & DEBT SVC_MAY 2024	UTILITY FUND	UTILITY OPERATIONS	$ 103,468.34
						_____
					TOTAL:	$ 103,468.34
37135	HC WATER & SEWER DISTRICT	5/31/2024	109405_FS #2 HWY 603	GENERAL FUND	FIRE	$ 77.50
37134		5/31/2024	109906_CHAPMAN/WASHINGTON ST	GENERAL FUND	PARKS & RECREATION	$ 27.00
37136		5/31/2024	113444_603 BOAT LAUNCH	GENERAL FUND	PARKS & RECREATION	$ 77.50
						_____
					TOTAL:	$ 182.00
37064	HUBBARDS HARDWARE, INC	5/6/2024	THUMB TACKS(1)	GENERAL FUND	POLICE	$ 1.39
37064		5/6/2024	DISCOUNT	GENERAL FUND	POLICE	$ (0.14)
37075		4/22/2024	MUD(1)	GENERAL FUND	POLICE	$ 9.85
37075		4/22/2024	TOGGLE(1)	GENERAL FUND	POLICE	$ 0.82
37075		4/22/2024	DISCOUNT	GENERAL FUND	POLICE	$ (1.07)
37082		5/23/2024	ANCHOR(20)	GENERAL FUND	FIRE	$ 23.00
37082		5/23/2024	DISCOUNT	GENERAL FUND	FIRE	$ (2.30)
37083		6/10/2024	EYE BOLT(3)	GENERAL FUND	STREETS & PUBLIC WORKS	$ 58.65
37083		6/10/2024	DISCOUNT	GENERAL FUND	STREETS & PUBLIC WORKS	$ (5.87)
37062		5/3/2024	GAS CAN(1)	GENERAL FUND	STREETS & PUBLIC WORKS	$ 16.85
37062		5/3/2024	DISCOUNT	GENERAL FUND	STREETS & PUBLIC WORKS	$ (1.69)
37063		5/3/2024	THREAD LOCKER(1)	GENERAL FUND	STREETS & PUBLIC WORKS	$ 4.45
37063		5/3/2024	DISCOUNT	GENERAL FUND	STREETS & PUBLIC WORKS	$ (0.45)
37069		5/7/2024	TEFLON TAPE(1)	GENERAL FUND	STREETS & PUBLIC WORKS	$ 1.65
37069		5/7/2024	QUICK CONNECT(1)	GENERAL FUND	STREETS & PUBLIC WORKS	$ 8.39
37069		5/7/2024	DISCOUNT	GENERAL FUND	STREETS & PUBLIC WORKS	$ (1.00)
37074		4/15/2024	ROLLER PADS(1)	GENERAL FUND	STREETS & PUBLIC WORKS	$ 8.99

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CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
37074	HUBBARDS HARDWARE, INC	4/15/2024	DISCOUNT	GENERAL FUND	STREETS & PUBLIC WORKS	$ (0.90)
37078		4/23/2024	WASHERS(3)	GENERAL FUND	STREETS & PUBLIC WORKS	$ 61.98
37078		4/23/2024	THICK WASHERS(1)	GENERAL FUND	STREETS & PUBLIC WORKS	$ 19.37
37078		4/23/2024	DRILL BITS(1)	GENERAL FUND	STREETS & PUBLIC WORKS	$ 12.19
37078		4/23/2024	DISCOUNT	GENERAL FUND	STREETS & PUBLIC WORKS	$ (9.35)
37080		5/15/2024	MEASURE WHEEL(1)	GENERAL FUND	STREETS & PUBLIC WORKS	$ 59.85
37080		5/15/2024	DISCOUNT	GENERAL FUND	STREETS & PUBLIC WORKS	$ (5.99)
37050		1/16/2024	25' MEASURE TAPE(1)	GENERAL FUND	STREETS & PUBLIC WORKS	$ 10.99
37050		1/16/2024	DISCOUNT	GENERAL FUND	STREETS & PUBLIC WORKS	$ (1.10)
37052		3/12/2024	GRABBERS(1)	GENERAL FUND	STREETS & PUBLIC WORKS	$ 29.25
37052		3/12/2024	DISCOUNT	GENERAL FUND	STREETS & PUBLIC WORKS	$ (2.93)
37058		4/25/2024	14" BUNGEE CORD(4)	GENERAL FUND	PARKS & RECREATION	$ 9.00
37058		4/25/2024	35" BUNGEE CORD(2)	GENERAL FUND	PARKS & RECREATION	$ 4.58
37058		4/25/2024	DISCOUNT	GENERAL FUND	PARKS & RECREATION	$ (1.36)
37061		5/2/2024	KEYED HASP LOCK(1)	GENERAL FUND	PARKS & RECREATION	$ 10.49
37061		5/2/2024	DISCOUNT	GENERAL FUND	PARKS & RECREATION	$ (1.05)
37067		5/7/2024	TIN SNIPS(1)	GENERAL FUND	PARKS & RECREATION	$ 21.99
37067		5/7/2024	DISCOUNT	GENERAL FUND	PARKS & RECREATION	$ (2.20)
37070		5/8/2024	ANCHORS(1)	GENERAL FUND	PARKS & RECREATION	$ 47.99
37070		5/8/2024	DISCOUNT	GENERAL FUND	PARKS & RECREATION	$ (4.80)
37071		5/9/2024	AUGER(1)	GENERAL FUND	PARKS & RECREATION	$ 21.95
37071		5/9/2024	DISCOUNT	GENERAL FUND	PARKS & RECREATION	$ (2.20)
37079		5/14/2024	SOLENOID(1)	GENERAL FUND	PARKS & RECREATION	$ 35.83
37081		5/17/2024	SCREWS(2)	GENERAL FUND	PARKS & RECREATION	$ 17.30
37081		5/17/2024	DRILL BIT(1)	GENERAL FUND	PARKS & RECREATION	$ 7.79
37081		5/17/2024	DISCOUNT	GENERAL FUND	PARKS & RECREATION	$ (2.51)
37054		2/20/2024	WEDGE ANCHORS(14)	GENERAL FUND	PARKS & RECREATION	$ 33.46
37054		2/20/2024	1/2 MASONRY BIT(1)	GENERAL FUND	PARKS & RECREATION	$ 11.35
37054		2/20/2024	DISCOUNT	GENERAL FUND	PARKS & RECREATION	$ (4.48)
37055		4/2/2024	CHAIN LINK CLAMP(21)	GENERAL FUND	PARKS & RECREATION	$ 49.35
37055		4/2/2024	5/16" BOLTS(21)	GENERAL FUND	PARKS & RECREATION	$ 10.71

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CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
37055	HUBBARDS HARDWARE, INC	4/2/2024	WASHERS(21)	GENERAL FUND	PARKS & RECREATION	$ 5.67
37055		4/2/2024	DISCOUNT	GENERAL FUND	PARKS & RECREATION	$ (6.57)
37076		4/22/2024	STAPLES(1)	COUNTY R&B FUND	PUBLIC WORKS	$ 3.19
37076		4/22/2024	DISCOUNT	COUNTY R&B FUND	PUBLIC WORKS	$ (0.32)
37051		4/1/2024	TROWEL(1)	COUNTY R&B FUND	PUBLIC WORKS	$ 4.55
37051		4/1/2024	DISCOUNT	COUNTY R&B FUND	PUBLIC WORKS	$ (0.46)
37057		4/24/2024	MAGIC ERASER(1)	UTILITY FUND	UTILITY OPERATIONS	$ 3.59
37057		4/24/2024	DISCOUNT	UTILITY FUND	UTILITY OPERATIONS	$ (0.36)
37059		4/26/2024	18 TPI BLADE(2)	UTILITY FUND	UTILITY OPERATIONS	$ 6.70
37059		4/26/2024	DISCOUNT	UTILITY FUND	UTILITY OPERATIONS	$ (0.67)
37109		5/1/2024	2" MALE ADAPTER(1)	UTILITY FUND	UTILITY OPERATIONS	$ 2.63
37109		5/1/2024	DISCOUNT	UTILITY FUND	UTILITY OPERATIONS	$ (0.26)
37060		5/1/2024	HACKSAW BLADES(2)	UTILITY FUND	UTILITY OPERATIONS	$ 6.30
37060		5/1/2024	SCREW DRIVER(1)	UTILITY FUND	UTILITY OPERATIONS	$ 11.55
37060		5/1/2024	DISCOUNT	UTILITY FUND	UTILITY OPERATIONS	$ (1.79)
37065		5/7/2024	SPRAY BOTTLE(2)	UTILITY FUND	UTILITY OPERATIONS	$ 7.18
37065		5/7/2024	DISCOUNT	UTILITY FUND	UTILITY OPERATIONS	$ (0.72)
37066		5/7/2024	SCREWDRIVER(1)	UTILITY FUND	UTILITY OPERATIONS	$ 5.39
37066		5/7/2024	SCREWDRIVER(1)	UTILITY FUND	UTILITY OPERATIONS	$ 3.45
37066		5/7/2024	DISCOUNT	UTILITY FUND	UTILITY OPERATIONS	$ (0.88)
37085		5/7/2024	NIPPLE(2)	UTILITY FUND	UTILITY OPERATIONS	$ 9.52
37085		5/7/2024	BUSHING(2)	UTILITY FUND	UTILITY OPERATIONS	$ 14.42
37085		5/7/2024	DISCOUNT	UTILITY FUND	UTILITY OPERATIONS	$ (2.39)
37068		5/7/2024	SEWER DRAIN ROD(1)	UTILITY FUND	UTILITY OPERATIONS	$ 59.85
37068		5/7/2024	FEMALE CLEANOUT(1)	UTILITY FUND	UTILITY OPERATIONS	$ 12.21
37068		5/7/2024	FITTINGS(1)	UTILITY FUND	UTILITY OPERATIONS	$ 39.08
37068		5/7/2024	DISCOUNT	UTILITY FUND	UTILITY OPERATIONS	$ (11.12)
37072		5/9/2024	HAND WIPES(1)	UTILITY FUND	UTILITY OPERATIONS	$ 7.89
37072		5/9/2024	DISCOUNT	UTILITY FUND	UTILITY OPERATIONS	$ (0.79)
37073		5/9/2024	VINEGAR(4)	UTILITY FUND	UTILITY OPERATIONS	$ 120.00
37077		4/23/2024	WD 40(1)	UTILITY FUND	UTILITY OPERATIONS	$ 7.15

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CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
37077	HUBBARDS HARDWARE, INC	4/23/2024	GOOF OFF	UTILITY FUND	UTILITY OPERATIONS	$ 8.35
37077		4/23/2024	DISCOUNT	UTILITY FUND	UTILITY OPERATIONS	$ (1.55)
37053		3/7/2024	NIPPLE(2)	UTILITY FUND	UTILITY OPERATIONS	$ 32.74
37053		3/7/2024	3" NIPPLE(2)	UTILITY FUND	UTILITY OPERATIONS	$ 12.72
37053		3/7/2024	BELL REDUCER(1)	UTILITY FUND	UTILITY OPERATIONS	$ 12.79
37053		3/7/2024	DRESSER COUPLING(2)	UTILITY FUND	UTILITY OPERATIONS	$ 35.98
37053		3/7/2024	KNEE PADS(1)	UTILITY FUND	UTILITY OPERATIONS	$ 36.95
37053		3/7/2024	VALVE(1)	UTILITY FUND	UTILITY OPERATIONS	$ 24.49
37053		3/7/2024	DISCOUNT	UTILITY FUND	UTILITY OPERATIONS	$ (15.57)
37056		4/10/2024	1/4" BIT(1)	MUNICIPAL HARBOR FUND	ADMINISTRATION	$ 8.79
37056		4/10/2024	1/4" ANCHORS(20)	MUNICIPAL HARBOR FUND	ADMINISTRATION	$ 19.00
37056		4/10/2024	DISCOUNT	MUNICIPAL HARBOR FUND	ADMINISTRATION	$ (2.78)
					TOTAL:	$ 1,033.97
37160	INDEPENDENT ELEVATOR INSPECTIONS, LLC	6/10/2024	CITY HALL INSPECTION	GENERAL FUND	ADMINISTRATION	$ 95.00
37160		6/10/2024	2 FLOORS	GENERAL FUND	ADMINISTRATION	$ 10.00
37160		6/10/2024	STATE CERTIFICATION FEE	GENERAL FUND	ADMINISTRATION	$ 85.00
37160		6/10/2024	PARKING GARAGE	GENERAL FUND	GOVT BUILDING & PLANT	$ 95.00
37160		6/10/2024	3 FLOORS	GENERAL FUND	GOVT BUILDING & PLANT	$ 15.00
37160		6/10/2024	TRAIN DEPOT	GENERAL FUND	GOVT BUILDING & PLANT	$ 95.00
37160		6/10/2024	STATE CERTIFICATION FEE	GENERAL FUND	GOVT BUILDING & PLANT	$ 85.00
37160		6/10/2024	STATE CERTIFICATION FEE	GENERAL FUND	GOVT BUILDING & PLANT	$ 85.00
37160		6/10/2024	STATE FILING FEE	GENERAL FUND	GOVT BUILDING & PLANT	$ 85.00
37160		6/10/2024	FIRE STATION #1	GENERAL FUND	FIRE	$ 95.00
37160		6/10/2024	2 FLOORS	GENERAL FUND	FIRE	$ 10.00
37160		6/10/2024	FIRE STATION #2	GENERAL FUND	FIRE	$ 95.00
37160		6/10/2024	2 FLOORS	GENERAL FUND	FIRE	$ 10.00
37160		6/10/2024	2 FLOORS	GENERAL FUND	FIRE	$ 10.00
37160		6/10/2024	OLD CITY HALL	GENERAL FUND	FIRE	$ 95.00
37160		6/10/2024	2 FLOORS	GENERAL FUND	FIRE	$ 10.00

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CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
37160	INDEPENDENT ELEVATOR INSPECTIONS, LLC	6/10/2024	MILEAGE	GENERAL FUND	FIRE	$ 14.75
37160		6/10/2024	STATE CERTIFICATION FEE	GENERAL FUND	FIRE	$ 170.00
					TOTAL:	$ 1,159.75
37182	INTERACTIVE DATA, LLC	4/30/2024	INTERACTIVE DATA	GENERAL FUND	POLICE	$ 75.00
37181		5/31/2024	INTERACTIVE DATA	GENERAL FUND	POLICE	$ 75.00
					TOTAL:	$ 150.00
37015	J HARLEN COMPANY, INC.	5/28/2024	ARC HARNESS(1)	GENERAL FUND	STREETS & PUBLIC WORKS	$ 599.95
					TOTAL:	$ 599.95
37016	J.E.M,, LLC	5/31/2024	DUCT WORK_GARAGE	CAPITAL PROJECTS FUND	BUILDINGS	$ 22,262.13
					TOTAL:	$ 22,262.13
37100	J.P. COMPRETTA	6/1/2024	PROFESSIONAL SERVICES	GENERAL FUND	JUDICIAL	$ 1,000.00
					TOTAL:	$ 1,000.00
36998	JLM, INC	5/30/2024	MAINTENANCE_UNIT 360	GENERAL FUND	POLICE	$ 980.56
					TOTAL:	$ 980.56
37088	KIM MAHONY	5/30/2024	DEPOSIT REFUND_EVENT #53024	COMMUNITY HALL UNEARNED	NON-DEPARTMENTAL	$ 500.00
					TOTAL:	$ 500.00

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CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
37168	LAKESHORE OF PICAYUNE LLC	6/5/2024	WASHER NOZZLE_UNIT 877D	GENERAL FUND	POLICE	$ 30.00
37168		6/5/2024	NOZZLE HOSE_UNIT 877D	GENERAL FUND	POLICE	$ 21.45
					TOTAL:	$ 51.45
37150	LEE TRACTOR CO OF MISS., INC.	6/4/2024	BLADE(1)	UTILITY FUND	UTILITY OPERATIONS	$ 1,402.50
					TOTAL:	$ 1,402.50
37195	LOMBARDO INDUSTRIES LLC	6/10/2024	LAWN MAINTENANCE	GENERAL FUND	STREETS & PUBLIC WORKS	$ 17,562.50
					TOTAL:	$ 17,562.50
37149	LOWE'S	6/6/2024	CONCRETE(42)	GENERAL FUND	STREETS & PUBLIC WORKS	$ 178.92
37149		6/6/2024	PALLET CHARGE	GENERAL FUND	STREETS & PUBLIC WORKS	$ 23.75
37180		6/10/2024	INSECT KILLER(4)	GENERAL FUND	PARKS & RECREATION	$ 60.72
37180		6/10/2024	WASP SPRAY(2)	GENERAL FUND	PARKS & RECREATION	$ 13.26
37179		6/10/2024	WHEEL BARROW(1)	GENERAL FUND	PARKS & RECREATION	$ 170.05
					TOTAL:	$ 446.70
37039	M2 MEDIA CORP	5/31/2024	TOURISM GUIDE AD	MUNICIPAL HARBOR FUND	ADMINISTRATION	$ 275.00
					TOTAL:	$ 275.00
37112	MACHADO PATANO, PLLC	6/3/2024	OLD TOWN COMMUNITY CENTER	CAPITAL PROJECTS FUND	ADMINISTRATION	$ 24,000.00
					TOTAL:	$ 24,000.00

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CLAIM #	**VENDOR NAME**	**DATE**	**DESCRIPTION**	**FUND**	**DEPARTMENT**	**AMOUNT**
37099	MAYLEY'S PEST CONTROL, LLC.	5/29/2024	OLD TOWN_MAY 2024	GENERAL FUND	GOVT BUILDING & PLANT	$ 46.00
					TOTAL:	$ 46.00
37035	MECHANICAL SERVICES, LLC	3/28/2024	REPLACE EEV'S(1)	GENERAL FUND	FIRE	$ 2,255.00
					TOTAL:	$ 2,255.00
37037	MEDIACOM	5/21/2024	HARBOR WIFI	MUNICIPAL HARBOR FUND	ADMINISTRATION	$ 1,880.95
					TOTAL:	$ 1,880.95
37133	MISSISSIPPI POWER	5/29/2024	20735-99025 PARKING GARAGE	GENERAL FUND	GOVT BUILDING & PLANT	$ 407.92
37133		5/29/2024	21512-44005 COMMUNITY HALL	GENERAL FUND	GOVT BUILDING & PLANT	$ 2,326.20
37133		5/29/2024	33911-46001 SENIOR CENTER	GENERAL FUND	GOVT BUILDING & PLANT	$ 1,422.08
37133		5/29/2024	54271-48002 TRAIN DEPOT	GENERAL FUND	GOVT BUILDING & PLANT	$ 1,114.03
37133		5/29/2024	05889-10169 HISTORICAL BLDG	GENERAL FUND	GOVT BUILDING & PLANT	$ 584.50
37133		5/29/2024	03549-31061 OT COMMUNITY CENTER	GENERAL FUND	GOVT BUILDING & PLANT	$ 867.28
37133		5/29/2024	04922-51010 POLICE DEPARTMENT	GENERAL FUND	POLICE	$ 887.18
37133		5/29/2024	06084-17009 FIRE STATION #1	GENERAL FUND	FIRE	$ 1,981.92
37138		5/29/2024	07837-92076 OST FLOWER POLE	GENERAL FUND	STREETS & PUBLIC WORKS	$ 55.15
37133		5/29/2024	30517-12007 CITY PARK BATHROOM	GENERAL FUND	PARKS & RECREATION	$ 52.00
37133		5/29/2024	04055-18078 SPLASH PAD RESTROOM	GENERAL FUND	PARKS & RECREATION	$ 57.25
37133		5/29/2024	06472-91030 DUNBAR PARK	GENERAL FUND	PARKS & RECREATION	$ 51.40
37194		6/4/2024	13961-46018 WATER WELL #3	UTILITY FUND	UTILITY OPERATIONS	$ 677.26
37194		6/4/2024	62891-46001 WASH WATER TOWER	UTILITY FUND	UTILITY OPERATIONS	$ 56.72
37194		6/4/2024	64741-49003 WATER WELL #4	UTILITY FUND	UTILITY OPERATIONS	$ 1,334.34
37194		6/4/2024	72561-48023 WATER WELL #1	UTILITY FUND	UTILITY OPERATIONS	$ 490.73
37132		5/24/2024	29014-26053 MARINA	MUNICIPAL HARBOR FUND	ADMINISTRATION	$ 8,446.21
					TOTAL:	$ 20,812.17

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CLAIM #	**VENDOR NAME**	**DATE**	**DESCRIPTION**	**FUND**	**DEPARTMENT**	**AMOUNT**
36995	MISSISSIPPI RURAL WATER ASSOCIATION	6/3/2024	CCR FEE	UTILITY FUND	UTILITY OPERATIONS	$ 150.00
36995		6/3/2024	CCR PORTAL	UTILITY FUND	UTILITY OPERATIONS	$ 25.00
					TOTAL:	$ 175.00
37096	MISSISSIPPI UTILITIES SUPPLY (FERGUSON WW)	5/17/2024	3" ADAPTER(2)	GENERAL FUND	FIRE	$ 270.00
37020		5/17/2024	1" JOMAR GAS(25)	UTILITY FUND	UTILITY OPERATIONS	$ 866.75
37097		5/23/2024	36" GRATE(1)	UTILITY FUND	UTILITY OPERATIONS	$ 842.00
37097		5/23/2024	DELIVERY	UTILITY FUND	UTILITY OPERATIONS	$ 90.00
37103		5/23/2024	8" RESTRAINT(2)	UTILITY FUND	UTILITY OPERATIONS	$ 212.00
37095		5/28/2024	5/8" VALVE(25)	UTILITY FUND	UTILITY OPERATIONS	$ 2,000.00
37094		5/23/2024	BOX(25)	UTILITY FUND	UTILITY OPERATIONS	$ 677.50
37155		5/30/2024	TEE(1)	UTILITY FUND	UTILITY OPERATIONS	$ 176.96
37155		5/30/2024	PLUG(1)	UTILITY FUND	UTILITY OPERATIONS	$ 67.00
37155		5/30/2024	T-BOLT, NUT(10)	UTILITY FUND	UTILITY OPERATIONS	$ 27.50
					TOTAL:	$ 5,229.71
37151	MORREALE DISCOUNT TIRE SPOT	6/5/2024	TIRE(1)	GENERAL FUND	STREETS & PUBLIC WORKS	$ 313.60
37151		6/5/2024	F.E.T(1)	GENERAL FUND	STREETS & PUBLIC WORKS	$ 32.51
37151		6/5/2024	MOUNT(1)	GENERAL FUND	STREETS & PUBLIC WORKS	$ 40.00
37151		6/5/2024	DISPOSAL OF TIRE(1)	GENERAL FUND	STREETS & PUBLIC WORKS	$ 5.00
37009		5/31/2024	TIRE(2)	UTILITY FUND	UTILITY OPERATIONS	$ 190.00
37009		5/31/2024	MOUNT AND BALANCE(2)	UTILITY FUND	UTILITY OPERATIONS	$ 40.00
37009		5/31/2024	TIRE DISPOSAL(2)	UTILITY FUND	UTILITY OPERATIONS	$ 5.00
					TOTAL:	$ 626.11
37086	MS SECRETARY OF STATE	6/7/2024	NOTARY FEE_POLICE CLERK	GENERAL FUND	POLICE	$ 25.00
					TOTAL:	$ 25.00

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CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
37022	NAPA AUTO PARTS (KC AUTO PARTS, INC.)	5/24/2024	NON-CONDUCTIVE HYDRAULIC FLUID(4)	GENERAL FUND	STREETS & PUBLIC WORKS	$ 234.64
37092		5/31/2024	STEERING COIL(1)	GENERAL FUND	STREETS & PUBLIC WORKS	$ 51.12
37091		5/31/2024	FUNNEL TRIO(1)	GENERAL FUND	STREETS & PUBLIC WORKS	$ 8.01
37141		6/3/2024	HEAD LIGHT(2)	GENERAL FUND	STREETS & PUBLIC WORKS	$ 20.84
37142		6/3/2024	FUEL INJECTION(1)	GENERAL FUND	STREETS & PUBLIC WORKS	$ 49.54
37143		6/3/2024	SPARK PLUG(1)	GENERAL FUND	STREETS & PUBLIC WORKS	$ 39.53
37143		6/3/2024	IGNITION COIL(1)	GENERAL FUND	STREETS & PUBLIC WORKS	$ 66.94
37143		6/3/2024	SPARK PLUG(1)	GENERAL FUND	STREETS & PUBLIC WORKS	$ 3.27
37010		5/17/2024	STARTER(1)	GENERAL FUND	PARKS & RECREATION	$ 145.99
					TOTAL:	$ 619.88
37026	NATIONAL TRAFFIC SIGNS, INC	5/8/2024	STOP SIGN(25)	COUNTY R&B FUND	PUBLIC WORKS	$ 901.25
37026		5/8/2024	SHIPPING	COUNTY R&B FUND	PUBLIC WORKS	$ 174.00
					TOTAL:	$ 1,075.25
37030	ORION PLANNING & DESIGN	6/3/2024	COMPREHENSIVE PLAN	GENERAL FUND	CITY COUNCIL	$ 1,040.00
					TOTAL:	$ 1,040.00
37038	PAYLOCITY CORPORATION	5/31/2024	PAYLOCITY	GENERAL FUND	ADMINISTRATION	$ 1,100.51
					TOTAL:	$ 1,100.51
37041	PEARL HOTEL, LLC	5/30/2024	RESTITUTION	GENERAL FUND	NON-DEPARTMENTAL	$ 100.00
					TOTAL:	$ 100.00

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CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
37089	PRISCILLA CROSSGROVE	6/1/2024	DEPOSIT REFUND_EVENT #60124	COMMUNITY HALL UNEARNED	NON-DEPARTMENTAL	$ 500.00
					TOTAL:	$ 500.00
37140	PVS DX INC	5/31/2024	CHLORINE	UTILITY FUND	UTILITY OPERATIONS	$ 450.00
					TOTAL:	$ 450.00
37198	RESOLUTE PARENT LLC dba RESOLUTE INDUSTRIAL)	6/10/2024	DELIVERY/FREIGHT	GENERAL FUND	FIRE	$ 2,800.00
37198		6/10/2024	LABOR	GENERAL FUND	FIRE	$ 1,120.00
37198		6/10/2024	MONTHLY START 5/22/2024	GENERAL FUND	FIRE	$ 8,469.42
					TOTAL:	$ 12,389.42
37153	ROBBIES AC & HEAT LLC	6/4/2024	CONDENSOR_1905 CITY HALL	GENERAL FUND	GOVT BUILDING & PLANT	$ 285.00
36994		5/30/2024	CLEAR DRAIN_OLD TOWN	GENERAL FUND	GOVT BUILDING & PLANT	$ 95.00
					TOTAL:	$ 380.00
37110	ROCIC TRAINING	6/1/2024	MEMBERSHIP DUES_JUL'24/JUN'25	GENERAL FUND	POLICE	$ 300.00
					TOTAL:	$ 300.00
37000	S&L OFFICE SUPPLIES , INC	6/3/2024	CODE ENFORCE FORMS(1,000)	GENERAL FUND	BUILDING DEPARTMENT	$ 578.00
37000		6/3/2024	PERMIT CARDS(1,000)	GENERAL FUND	BUILDING DEPARTMENT	$ 211.50
37000		6/3/2024	CORRECTION NOTICE(1,000)	GENERAL FUND	BUILDING DEPARTMENT	$ 398.50
37000		6/3/2024	BUSINESS CARDS_CLERK	GENERAL FUND	BUILDING DEPARTMENT	$ 48.73
37000		6/3/2024	BUSINESS CARDS_CODE ENFORCEMENT	GENERAL FUND	BUILDING DEPARTMENT	$ 56.73
36997		5/30/2024	BATTERY(8)	GENERAL FUND	POLICE	$ 22.40
36997		5/30/2024	PENS(2)	GENERAL FUND	POLICE	$ 49.18

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CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
36997	S&L OFFICE SUPPLIES , INC	5/30/2024	COPY PAPER(4)	GENERAL FUND	POLICE	$ 192.00
37018		6/6/2024	WALL POCKET(2)	GENERAL FUND	STREETS & PUBLIC WORKS	$ 129.90
37018		6/6/2024	WALL POCKET(1)	GENERAL FUND	STREETS & PUBLIC WORKS	$ 18.54
37036		5/28/2024	TRASH BAGS(2)	MUNICIPAL HARBOR FUND	ADMINISTRATION	$ 75.58
37036		5/28/2024	TOILET PAPER(1)	MUNICIPAL HARBOR FUND	ADMINISTRATION	$ 51.96
37036		5/28/2024	PAPER TOWEL(3)	MUNICIPAL HARBOR FUND	ADMINISTRATION	$ 141.54
					TOTAL:	$ 1,974.56
37027	SOUTHERN PIPE & SUPPLY COMPANY, INC	5/17/2024	GREASE BOX(1)	GENERAL FUND	PARKS & RECREATION	$ 2,040.25
37154		5/29/2024	BLUE LID(10)	UTILITY FUND	UTILITY OPERATIONS	$ 118.00
37105		5/24/2024	CHECK VALVE(10)	UTILITY FUND	UTILITY OPERATIONS	$ 937.90
37105		5/24/2024	1" WYE(25)	UTILITY FUND	UTILITY OPERATIONS	$ 2,025.00
37024		5/17/2024	6X10 PVC(20)	UTILITY FUND	UTILITY OPERATIONS	$ 145.20
37024		5/17/2024	6" 3034 PVC(2)	UTILITY FUND	UTILITY OPERATIONS	$ 36.10
37104		5/24/2024	14" BLADE(4)	UTILITY FUND	UTILITY OPERATIONS	$ 648.60
					TOTAL:	$ 5,951.05
37162	SUN COAST CLAYS BUSINESS SUPPLY, INC	6/7/2024	LINER(4)	GENERAL FUND	GOVT BUILDING & PLANT	$ 127.92
37162		6/7/2024	TISSUE(4)	GENERAL FUND	GOVT BUILDING & PLANT	$ 215.92
37162		6/7/2024	FABULOSO(4)	GENERAL FUND	GOVT BUILDING & PLANT	$ 231.92
37162		6/7/2024	MOPHEAD(5)	GENERAL FUND	GOVT BUILDING & PLANT	$ 57.50
37162		6/7/2024	BROOM(1)	GENERAL FUND	GOVT BUILDING & PLANT	$ 6.75
37162		6/7/2024	SHOP TOWEL(1)	GENERAL FUND	GOVT BUILDING & PLANT	$ 22.98
37025		5/29/2024	TRASH BAGS(8)	GENERAL FUND	STREETS & PUBLIC WORKS	$ 255.84
					TOTAL:	$ 918.83

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CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
37042	TERESA EVERETT	5/22/2024	CASH BOND REFUND	GENERAL FUND	NON-DEPARTMENTAL	$ 1,000.00
					TOTAL:	$ 1,000.00
37172	THE FIRST BANK	6/11/2024	PAY #34 NISSAN ROGUES_POLICE	DEBT SERVICE FUND	DEBT SERVICE	$ 914.34
37171		6/11/2024	PAY #37 DUMP TRUCK_PW/UTIL	DEBT SERVICE FUND	DEBT SERVICE	$ 777.70
37170		6/11/2024	PAY #55 FORD F-150_POLICE	DEBT SERVICE FUND	DEBT SERVICE	$ 476.86
37171		6/11/2024	PAY #37 DUMP TRUCK_PW/UTIL	UTILITY FUND	DEBT SERVICE	$ 777.70
					TOTAL:	$ 2,946.60
37174	THE PEOPLES BANK	6/11/2024	PAY #26 DEERE 60G EXCAVATOR	DEBT SERVICE FUND	DEBT SERVICE	$ 1,477.88
37173		6/11/2024	PAY #26 DODGE CHARGERS(3)	DEBT SERVICE FUND	DEBT SERVICE	$ 1,857.82
37177		6/11/2024	PAY #28 DEERE 75G EXCAVATOR	DEBT SERVICE FUND	DEBT SERVICE	$ 1,893.81
37175		6/11/2024	PAY #38 FORD F-150_CHIEF	DEBT SERVICE FUND	DEBT SERVICE	$ 540.89
37175		6/11/2024	PAY #38 FORD F-150_ASST CHIEF	DEBT SERVICE FUND	DEBT SERVICE	$ 540.89
37176		6/11/2024	PAY #38 DUMP TRUCK_PUBLIC WORKS	DEBT SERVICE FUND	DEBT SERVICE	$ 1,555.11
37178		6/11/2024	PAY #7 2023 DODGE CHARGER	DEBT SERVICE FUND	DEBT SERVICE	$ 977.56
37178		6/11/2024	PAY #7 2023 DODGE CHARGER	DEBT SERVICE FUND	DEBT SERVICE	$ 977.56
37178		6/11/2024	PAY #7 2023 DODGE CHARGER	DEBT SERVICE FUND	DEBT SERVICE	$ 977.56
37178		6/11/2024	PAY #7 2023 DODGE CHARGER	DEBT SERVICE FUND	DEBT SERVICE	$ 977.56
					TOTAL:	$ 11,776.64
37098	TIFFANY LEE COWMAN, CHANCERY CLERK	6/3/2024	TAX REDEMPTION_MAY 2024	GENERAL FUND	ADMINISTRATION	$ 820.00
					TOTAL:	$ 820.00
37196	TRACTOR SUPPLY CREDIT PLAN	6/11/2024	GLYPHOSPHATE(20)	GENERAL FUND	PARKS & RECREATION	$ 179.98
					TOTAL:	$ 179.98

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CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
37102	TRANSUNION RISK & ALTERNATIVE/DATA SOLUTIONS	6/1/2024	INVESTIGATIVE INFORMATION	GENERAL FUND	POLICE	$ 75.00
						_____
					TOTAL:	$ 75.00
36993	TYLER WORKS/TYLER TECHNOLOGIES	5/22/2024	METER READER INTERFACE	UTILITY FUND	ADMINISTRATION	$ 145.00
						_____
					TOTAL:	$ 145.00
37144	UNIFIRST CORPORATION	5/20/2024	JANITORIAL UNIFORMS_5/20/2024	GENERAL FUND	GOVT BUILDING & PLANT	$ 5.83
37005		5/27/2024	JANITORIAL UNIFORMS_5/27/2024	GENERAL FUND	GOVT BUILDING & PLANT	$ 5.83
37145		6/3/2024	JANITORIAL UNIFORMS_6/03/2024	GENERAL FUND	GOVT BUILDING & PLANT	$ 5.83
37144		5/20/2024	P.W. UNIFORMS_5/20/2024	GENERAL FUND	STREETS & PUBLIC WORKS	$ 158.08
37005		5/27/2024	P.W. UNIFORMS_5/27/2024	GENERAL FUND	STREETS & PUBLIC WORKS	$ 158.10
37145		6/3/2024	P.W. UNIFORMS_6/03/2024	GENERAL FUND	STREETS & PUBLIC WORKS	$ 158.10
37144		5/20/2024	RECREATION UNIFORMS_5/20/2024	GENERAL FUND	PARKS & RECREATION	$ 12.45
37005		5/27/2024	RECREATION UNIFORMS_5/27/2024	GENERAL FUND	PARKS & RECREATION	$ 12.45
37145		6/3/2024	RECREATION UNIFORMS_6/03/2024	GENERAL FUND	PARKS & RECREATION	$ 12.45
37144		5/20/2024	UTILITIES UNIFORMS_5/20/2024	UTILITY FUND	UTILITY OPERATIONS	$ 142.76
37005		5/27/2024	UTILITIES UNIFORMS_5/27/2024	UTILITY FUND	UTILITY OPERATIONS	$ 142.75
37145		6/3/2024	UTILITIES UNIFORMS_6/03/2024	UTILITY FUND	UTILITY OPERATIONS	$ 142.75
						_____
					TOTAL:	$ 957.38
37131	US BANCORP GOVERNMENT LEASING AND FINANCE	5/23/2024	2020 FERRARA FIRE TRUCK	DEBT SERVICE FUND	DEBT SERVICE	$ 67,635.17
						_____
					TOTAL:	$ 67,635.17
36999	VINSON UNIFORMS, INC	5/29/2024	NAMETAG(1)	GENERAL FUND	POLICE	$ 17.65
36999		5/29/2024	PANTS(2)	GENERAL FUND	POLICE	$ 220.50
36999		5/29/2024	SHIRT(2)	GENERAL FUND	POLICE	$ 136.50
36999		5/29/2024	EMBROIDERY(1)	GENERAL FUND	POLICE	$ 6.00

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CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
36999	VINSON UNIFORMS, INC	5/29/2024	HI-VIZ POLO(1)	GENERAL FUND	POLICE	$ 54.95
36999		5/29/2024	REFLECTIVE MATERIAL(3)	GENERAL FUND	POLICE	$ 45.00
36999		5/29/2024	JACKET(1)	GENERAL FUND	POLICE	$ 145.00
36999		5/29/2024	RAINCOAT(1)	GENERAL FUND	POLICE	$ 62.99
36999		5/29/2024	PANTS(1)	GENERAL FUND	POLICE	$ 57.85
36999		5/29/2024	PANTS STRIPING(1)	GENERAL FUND	POLICE	$ 15.00
36999		5/29/2024	SHIRT(1)	GENERAL FUND	POLICE	$ 54.98
36999		5/29/2024	SHIRT(1)	GENERAL FUND	POLICE	$ 66.98
36999		5/29/2024	TIE(1)	GENERAL FUND	POLICE	$ 9.95
36999		5/29/2024	KHAKI BDU PANTS(5)	GENERAL FUND	POLICE	$ 218.15
36999		5/29/2024	SHIPPING	GENERAL FUND	POLICE	$ 4.55
					TOTAL:	$ 1,116.05
37108	WARING OIL COMPANY LLC	5/28/2024	GAS & DIESEL	GENERAL FUND	STREETS & PUBLIC WORKS	$ 2,403.89
37047		6/4/2024	GAS & DIESEL	GENERAL FUND	STREETS & PUBLIC WORKS	$ 1,700.99
37045		6/2/2024	HARBOR FUEL	MUNICIPAL HARBOR FUND	ADMINISTRATION	$ 24,517.39
					TOTAL:	$ 28,622.27
37106	WESCO DISTRIBUTION, INC	5/24/2024	GLOVES(8)	UTILITY FUND	UTILITY OPERATIONS	$ 38.75
37106		5/24/2024	GLOVES(8)	UTILITY FUND	UTILITY OPERATIONS	$ 41.34
37107		5/27/2024	DAWN SOAP(1)	UTILITY FUND	UTILITY OPERATIONS	$ 55.63
					TOTAL:	$ 135.72
37019	WRIGHT NATIONAL FLOOD INSURANCE COMPAN	5/24/2024	FLOOD_PRESSBOX/FIELD #1	GENERAL FUND	ADMINISTRATION	$ 796.00
					TOTAL:	$ 796.00
37008	ZORO TOOLS INC	5/29/2024	SQWINCHER(2)	GENERAL FUND	STREETS & PUBLIC WORKS	$ 193.98

						PAGE 22
CLAIM #	**VENDOR NAME**	**DATE**	**DESCRIPTION**	**FUND**	**DEPARTMENT**	**AMOUNT**
37007	ZORO TOOLS INC	5/29/2024	GATORADE(1)	UTILITY FUND	UTILITY OPERATIONS	$ 177.99
37007		5/29/2024	DISCOUNT	UTILITY FUND	UTILITY OPERATIONS	$ (17.80)
					TOTAL:	$ 354.17
		FUND 001	**GENERAL FUND**	**$100,494.59**		
		FUND 120	**FEDERAL GRANTS FUND**	**$11,115.00**		
		FUND 200	**DEBT SERVICE FUND**	**$84,858.61**		
		FUND 305	**CAPITAL PROJECTS FUND**	**$46,262.13**		
		FUND 350	**COUNTY R&B FUND**	**$1,082.21**		
		FUND 400	**UTILITY FUND**	**$224,921.40**		
		FUND 408	**MODERNIZATION_WATER**	**$9,125.50**		
		FUND 421	**ARPA FUND**	**$14,217.25**		
		FUND 450	**MUNICIPAL HARBOR FUND**	**$36,500.48**		
		FUND 650	**COMMUNITY HALL UNEARNED**	**$1,000.00**		
			TOTAL:	**$529,577.17**		

CITY OF BAY ST. LOUIS_COUNCIL DOCKET_06/18/2024_24-033(SPECIAL)

CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
37199	WHEELS, INC	6/17/2024	2021 DODGE RAM_3976	UTILITY FUND	UTILITY OPERATIONS	$ 19,525.00
37200		6/17/2024	2020 DODGE RAM_5222	UTILITY FUND	UTILITY OPERATIONS	$ 18,325.00
37201		6/17/2024	2020 DODGE RAM_0267	UTILITY FUND	UTILITY OPERATIONS	$ 18,325.00
37202		6/17/2024	2020 DODGE RAM_0123	UTILITY FUND	UTILITY OPERATIONS	$ 18,325.00
					TOTAL:	$ 74,500.00
		FUND 400	**UTILITY FUND**	**$74,500.00**		
			TOTAL:	**$74,500.00**		

STATE OF MISSISSIPPI

Office of the Governor

PROCLAMATION

WHEREAS, on July 4, 1776, the delegates from the thirteen colonies to the Second Continental Congress approved the final wording of the Declaration of Independence, and in the words of John Adams to his beloved wife, Abigail: "[T]he greatest Question was decided, which ever was debated in America, and a greater, perhaps, never was or will be decided among Men. A Resolution was passed without one dissenting Colony 'that these united Colonies, are, and of right ought to be free and independent States, and as such, they have, and of Right ought to have full Power to make War, conclude Peace, establish Commerce, and to do all the other Acts and Things, which other States might rightfully do…'"; and

WHEREAS, the tradition of annual patriotic celebrations on July 4th became widespread after the defeat of the British in the War of 1812, and Congress declared July 4th to be a federal holiday on June 28, 1870; and

WHEREAS, under the provisions of Mississippi Code Ann. § 3-3-7(1), the fourth day of July is recognized as Independence Day and declared a legal holiday in the State of Mississippi.

NOW, THEREFORE, I, Tate Reeves, Governor of the State of Mississippi, pursuant to the authority vested in me under the Constitution of the State of Mississippi and applicable statutes of the State of Mississippi, and consistent with the Federal holiday schedule, do hereby authorize the closing of all offices of the State of Mississippi on Thursday, July 4, 2024, in observance of Independence Day.

IN ADDITION, I hereby authorize the executive officers of all state agencies, in their discretion after considering the interests of the people of the State of Mississippi and the staffing needs of their respective agencies, to close all offices of the State of Mississippi on Friday, July 5, 2024, in further observance of Independence Day, and to staff their respective agencies as needed during the holiday weekend.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Mississippi to be affixed.

DONE in the City of Jackson, on the 3rd day of June in the year of our Lord, two thousand and twenty-four, and of the Independence of the United States of America, the two hundred and forty-eighth.

Tate Reeves

TATE REEVES
GOVERNOR

BY THE GOVERNOR

Michael Watson

MICHAEL WATSON
SECRETARY OF STATE

CITY OF BAY ST. LOUIS
Calendar for FY2025 Budget

Date	Action
June 18	City Clerk Presents Current Year Financial Projections and Amendments (Regular Meeting)
July 11	Budget Workshop: General Fund including Payroll (5:30 p.m. Special Meeting)
July 18	Budget Workshop: All Other Fund Budgets, including Projects (5:30 p.m. Special Meeting)
July 25	Budget Workshop: Discuss and Finalize next fiscal year Budget (5:30p.m. Special Meeting)
Aug 1	Budget Workshop: Discuss and Finalize next fiscal year Budget (5:30p.m. Special Meeting)
Aug 6	Council **accepts** the next fiscal year Budget & authorizes necessary publications & hearing (Regular Council Meeting)
Aug 8	First Advertisement for Public Hearing *(§27-39-203)* • Advertise the adoption of the tax levy • Meeting must be set after business hours • Meeting must not be the same time as any other taxing entity in the county
Aug 15	Second Advertisement Public Hearing *(§27-39-203)*
Aug 20	Regular Meeting - Public Hearing (Regular Meeting) • Accept next fiscal year Budget • Adopt/Set Millage by Resolution (*§21-33-45)* • Immediately send certified copy of resolution to county tax collector and state tax commission; certified copy of resolution must be available to the public (*§21-33-47)* • Publish Resolution in paper within 10 days after adoption (*§21-33-47)* • Announce Date of Adoption of Budget to be September 5, 2023 at time; announcement must be a part of the agenda
Sept 3	Meeting to Adopt the Budget *(§21-35-5 & §21-33-47)* (Regular Council Meeting) • Give public notice of availability of new fiscal year Budget for inspection; include as announcement on the **August 20 Meeting**

*** NOTE - ALL DATES ARE DETERMINED APPLYING STATE STATUTE SET FOR NO INCREASE IN MILLAGE ***

BUTLER | SNOW

June 4, 2024

Mayor Mike Favre and City Council
City of Bay St. Louis, Mississippi

Re: Terms of Engagement for City of Bay St. Louis, Mississippi
Ballentine Properties, LLC v. City of Bay St. Louis, et al.

Dear Mayor Favre and City Council Members:

As set out more fully herein, this Engagement Letter establishes the terms of the engagement of Butler Snow LLP ("Butler Snow," "we," or "us") in connection with the tendered representation of The City of Bay St. Louis, Mississippi ("The City") in a lawsuit filed by Ballentine Properties, LLC. Unless otherwise agreed by you, this engagement (the "Engagement") will be handled for The City by Heather L. Smith,_Michael C. McCabe, Jr., and Amanda J. Tollison, assisted as necessary by other Butler Snow attorneys and paraprofessionals.

Client and Scope of Engagement. The City has retained Butler Snow to provide the following legal services: represent The City of Bay St. Louis in the lawsuit filed by Ballentine Properties, LLC to alter plat to re-subdivide property, filed in the Chancery Court of Hancock County, Mississippi, *Ballentine Properties, LLC v. City of Bay St. Louis, et al.*

The City is *not* a Covered Entity or a Business Associate as defined by the Health Insurance Portability and Accountability Act (HIPAA) Privacy Rules. You agree to contact us immediately if this understanding is incorrect or if this designation changes at any time during the course of the Engagement.

Communication. We will keep The City regularly and currently informed of the status of the Engagement and will consult with you whenever appropriate. Copies of all correspondence and final documents generated by us will be sent to Mayor Michael J. Favre, with a copy to Michael J. Reso, Chief Administrative Officer/City Clerk. In the event you need to reach me, Michael or Amanda, and any of us are unavailable, please leave a voicemail message. Normally calls will be returned promptly, and in any event no later than within one business day of receipt of the call; if you have not received a return call within that time, please call again. My direct number is set out below; Michael's number is 228-575-3025 and Amanda's number is 662-513-8007. In addition, assuming the provisions of the next paragraph are acceptable, please feel free to communicate with any of us by e-mail. My e-mail is also set out below; Michael's is michael.mccabe@butlersnow.com and Amanda's is amanda.tollison@butlersnow.com. In the event of an emergency, please contact my assistant Janice Adkins at 228-575-3022, janice.adkins@butlersnow.com or Michael's assistant, Kitty Logan at 228-575-3024; kitty.logan@butlersnow.com, and one of them will endeavor to reach one of us as soon as practicable.

PO Drawer 4248
Gulfport, MS 39502-4248

HEATHER LADNER SMITH
(228) 575-3047
Heather.Smith@butlersnow.com

Suite 204
1300 Twenty Fifth Avenue
Gulfport, Mississippi 39501

T (228) 864-1170 • F (228) 868-1531 • www.butlersnow.com

BUTLER SNOW LLP

Protection of Client Confidences - High Tech Communication Devices. We are always mindful of our obligation to preserve our clients' secrets and confidences; accordingly, it is important that we agree from the outset what kinds of communications technology we will employ in the course of this Engagement. Unless you specifically direct us to the contrary, for purposes of this Engagement, we agree that it is appropriate for us to use fax machines and e-mail, as well as cellular communication devices, in the course of the Engagement without any encryption or other special protections. Please notify us if you have any other requests or requirements in connection with the methods of communication, or persons to be included or copied in the circulation of documents relating to the Engagement.

Electronic Files and File Retention. Butler Snow maintains its client files electronically. We do not keep separate paper files. We will scan documents you or others send to us related to your matter to our electronic file for that matter and will retain **only** the electronic version while your matter is pending. **Unless you instruct us otherwise, once such documents have been scanned to our electronic file, we will destroy all paper documents provided to us.** If you send us original documents that need to be maintained as originals while the matter is pending, we ordinarily will scan those to our client file and return the originals to you for safekeeping. Alternatively, you may request that we maintain such originals while the matter is pending. If we agree to do that, we will make appropriate arrangements to maintain those original documents.

Unless you instruct us otherwise, once our work on this matter is completed, we will designate your file as a closed file on our system and will apply our document retention policy then in effect to the materials in your closed file. At that time, we ordinarily will return to you any original documents we have maintained in accordance with the preceding paragraph while the matter was pending. Otherwise, we will retain the closed file materials for our benefit and subject to our own policies and procedures concerning file retention and destruction. Accordingly, if you desire copies of any documents (including correspondence, e-mails, pleadings, contracts, agreements, etc.) related to this matter or generated while it was pending, you should request such copies at the time our work on this matter is completed. A more complete notice of Butler Snow's Record Retention and Destruction Policy for Client Files, which also will be applicable to this Engagement, is attached and incorporated herein by reference.

Opinions/Fee Estimates and Budgets. No law firm or attorneys, including our firm and our attorneys, can or will guarantee the outcome of any legal matter or dispute. Thus, although an attorney or attorneys of our firm may offer an opinion about possible results regarding any matter in which we represent or advise, we do not and we cannot guarantee any particular result. Moreover, we cannot predict in advance what the total amount of fees will be for our services. Although, for a client's convenience, whenever possible and when requested, we may provide clients with a budget or our best estimate from time to time of fees and/or costs that we anticipate will be incurred on a particular project, these estimates are subject to unforeseen circumstances and are by their nature inexact. Providing an accurate estimate is usually very difficult, since the size and scope of the project and the extent to which a client may request us to perform services may vary substantially during the course of such representation. As a result, we cannot be bound by a budget or an estimate except to the extent expressly agreed to in writing. By your acceptance of our representation, you acknowledge that the firm has made no promises about any outcome, and that any opinion offered or estimated budget provided by the firm or any of its attorneys will not constitute a guaranty.

Fees and Expenses. Butler Snow's fees are based on the actual time spent on the Engagement by Butler Snow's attorneys and paraprofessionals at the hourly rate then in effect. Until further notice, the

current hourly rate is $225.00. From time to time other attorneys and paraprofessionals may work on your matter. The time they spend will be billed at the same rate.

It is our goal that our bills are easy to understand and reflect appropriate charges for the value our services provide. We are attaching a copy of Butler Snow's Standard Billing Terms and Charges for Expenses which sets forth details of our expense charges and additional terms and conditions of our representation, all of which are incorporated herein by reference. These Standard Billing Terms and Charges for Expenses are applicable to our representation of The City, unless expressly modified in writing.

Butler Snow ordinarily will bill The City on a monthly basis and will expect to be paid within 15 days of the date of the invoice**.** Billing for ancillary services may lag the rendering or use of those services because of delays in the receipt of third-party bills and the posting of accounts

Conflicts and Potential Conflicts**.** The City acknowledges that Butler Snow represents many other institutions, companies and individuals, some of which may be competitors of The City. The City agrees that the fact that Butler Snow represents or takes on representation of such a person or entity while also representing The City of Bay St. Louis, Mississippi does not constitute a conflict of interest, and does not require The City's consent, unless the matter is directly adverse to The City, is substantially related to a matter on which Butler Snow is representing The City in which that person or entity's interest is materially adverse to The City, or is a matter in which Butler Snow could use adversely to The City non-public, confidential information it has learned through its representation of The City. The City further acknowledges that another party or parties in a matter on which Butler Snow is representing The City may seek legal counsel or representation from Butler Snow wholly unrelated to the matter in which Butler Snow is representing The City. Butler Snow will inform The City if and when such situations arise, and The City agrees that it will not unreasonably withhold its consent to Butler Snow's representing such party or parties in the matter unrelated to the matter in which Butler Snow is representing The City.

Termination of Engagement. We appreciate the opportunity to serve as your attorneys and look forward to a long professional and mutually beneficial relationship; however, in the event the Client becomes dissatisfied with any aspect of our relationship, work, or the fees charged, we encourage the Client to bring such concerns to our attention immediately. It is our belief that most problems can be resolved by a good faith discussion between us. Nonetheless, The City may terminate this representation at any time by reasonable written notice to us, but The City will be obligated to pay our fees for services provided pursuant to this Engagement Letter through the date on which you terminate our services. We may withdraw from this representation at any time and for any reason to the extent permitted by the applicable ethical rules, including your failure to pay any bill when due. In the event of our withdrawal we will be entitled to payment for all fees for services provided before the date of our withdrawal. We also will be entitled to reimbursement of any costs and expenses paid or incurred on your behalf up to the date of withdrawal or discharge. In the event of our withdrawal or discharge, we will be entitled to apply any retainer amount being held by the firm to payment of any outstanding fees and expenses.

Notwithstanding the foregoing, this Engagement will terminate at the time of completion of the services addressed in the Scope of Engagement section of this letter and, in any event, no later than submission of the final billing statement for such services.

Binding Agreement. This letter represents the entire agreement between The City and Butler Snow with respect to the scope of services to be provided to The City. By signing below, you acknowledge that this letter has been carefully reviewed and its content understood and that you agree, on behalf of The City,

to be bound by all of its terms and conditions. No change or waiver of any of the provisions of this letter shall be binding on either The City or on Butler Snow unless the change is in writing and signed by both The City and Butler Snow.

Counterparts; Facsimile Signatures. This Agreement and any amendment, waiver or consent relating hereto may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The delivery by any party of an executed signature page to this Agreement or any amendment, waiver or consent relating hereto by facsimile transmission or by electronic email in Adobe Corporation's Portable Document Format (or PDF) shall be deemed to be, and shall be enforceable to the same extent as, an original signature page hereto or thereto. Any party who delivers such a signature page agrees to later deliver an original counterpart to any party that requests it.

If the foregoing accurately reflects our agreement, please confirm that by signing and returning one of the copies of this letter to me**.** Please do not hesitate to contact me to discuss any questions you may have regarding this letter. If the foregoing does not accurately reflect our agreement or if you have any objections to any of these terms, please inform me immediately in writing.

Unless you inform us otherwise in writing, we will proceed with this representation with the understanding that you have accepted the terms and conditions of the representation set forth herein.

Thank you again for this opportunity to be of service. We look forward to working with you.

Sincerely,

BUTLER SNOW LLP

Heather Ladner Smith

Heather Ladner Smith

Enclosures

STATEMENT TO BE SIGNED BY The City of Bay St. Louis, Mississippi

The execution by me of the above Engagement Letter was authorized by Resolution of the City Council dated _____, 2024. I have read the above Engagement Letter and understand and agree to its contents, including the fee and billing arrangements.

CITY OF BAY ST. LOUIS, MISSISSIPPI

By: Mike Favre

_____

Title: Mayor

Date: _____

BUTLER SNOW LLP
STANDARD BILLING TERMS AND CHARGES FOR EXPENSES
As of January 1, 2024

Butler Snow LLP (the "Firm") will bill clients monthly for legal services, unless another arrangement is agreed to and approved in writing by the Firm and the Client. The Firm typically sends bills for legal services and expenses via the U.S. Postal Service or by e-mail. Electronic billing services may also be used by specific agreement.

It is our goal that our bills are easy to understand, simple, and reflect appropriate charges for the value our services provided. As such, we do not charge for many incidental costs or routine services. We are continually working to ensure that our bills are clear and understandable. Should you have questions about any aspect of your bill, please contact the Firm as soon as possible so that your concerns may be quickly resolved. The chart below spells out the complete details of our expense charges. Our bills are **due upon receipt** unless other arrangements are agreed to in advance.

Any overpayments or duplicate payments the Firm receives that cannot be posted to an outstanding bill ("unapplied payments") will be deposited into the Firm's operating account upon receipt and posted as unapplied cash to the client's account. These unapplied payments will either be applied to a future bill or refunded to the client, whichever is appropriate.

Document Reproduction (Print, Copy & Scan) **Normal sized documents (up to 11 x 17)**	Black & White: $0.20/page Color: $0.35/page **Bates Labeling –** Electronic: $0.03/page Manual: $0.15/page
Oversize documents (size in excess of 11 x 17)	**Charge for each page – no exclusion** Black & white: $1.25/page Color: $4.50/page
Electronic Data Manipulation for reproduction	$75 per hour
Binders	Actual cost of the binders plus $1.00 per comb
Wire Transfers	**Outgoing:** International: **$50/wire** Domestic: **$25/wire**
Data/Audio/Visual Duplication & Reproduction	**CD/DVD:** **$12.00** for each disc **Portable Media Devices:** Priced per data storage size
Electronically Stored Information (Litigation Support Services)	**Data Room:** $750.00/room **Data Processing:** $100.00/gb per occurrence Data Storage: $10.00/gb per month **Document Review & Hosting:** $25.00/gb per month **Review User License Fees:** $80.00/user per month Minimum Monthly Fee: $150.00
Computerized Legal Research	No charge for basic research. $70/search for public records, special treatises, briefs, motions, trial court documents and expert directory databases Research from secondary sources and outside of firm's plan at actual cost Specialized research at actual cost with prior client approval
Electronic retrieval of Court documents	**$0.40 / document**
Fax and Long-Distance Phone	**$0.50/Page** Non-domestic and conference calls charged at actual cost.
Travel (personal vehicle)	Current Standard Mileage Rate as allowed by the IRS
Messenger Delivery and Service of Subpoenas or Summons	Deliveries 0-25 miles one way - **$30.00;** over 25 miles one way - **$10.00/hour plus mileage;** Service of Subpoenas/Summons - **$35.00 plus delivery**
Overnight Package Delivery	Charged at actual cost per package
Postage	Postage charged at actual cost
Conference Center & Catering	Charges for costs associated with client meetings and events will be passed on to the client at cost, unless agreed upon prior. This excludes basic client meetings without associated food and beverage services or special costs for conference services.

NOTICE TO CLIENTS OF BUTLER SNOW'S
RECORD RETENTION & DESTRUCTION POLICY FOR CLIENT FILES

Butler Snow maintains its client files electronically. Ordinarily, we do not keep separate paper files. We will scan documents you or others send to us related to your matter to our electronic file for that matter and will ordinarily retain only the electronic version while your matter is pending. **Unless you instruct us otherwise, once such documents have been scanned to our electronic file, we will destroy all paper documents provided to us.** If you send us original documents that need to be maintained as originals while the matter is pending, we ordinarily will scan those to our client file and return the originals to you for safekeeping. Alternatively, you may request that we maintain such originals while the matter is pending. If we agree to do that, we will make appropriate arrangements to maintain those original documents while the matter is pending.

At all times, records and documents in our possession relating to your representation are subject to Butler Snow's Record Retention and Destruction Policy for Client Files. Compliance with this policy is necessary to fulfill the firm's legal and ethical duties and obligations, and to ensure that information and data relating to you and the legal services we provide are maintained in strict confidence at all times during and after the engagement. All client matter files are subject to these policies and procedures.

At your request, at any time during the representation, you may access or receive copies of any records or documents in our possession relating to the legal services being provided to you, excluding certain firm business or accounting records. We reserve the right to retain originals or copies of any such records of documents as needed during the course of the representation.

Unless you instruct us otherwise, once our work on this matter is completed, we will designate your file as a closed file on our system and will apply our document retention policy then in effect to the materials in your closed files. At that time, we ordinarily will return to you any original documents we have maintained in accordance with the preceding paragraph while the matter was pending. Otherwise, we will retain the closed file materials for our benefit and subject to our own policies and procedures concerning file retention and destruction. Accordingly, if you desire copies of any documents (including correspondence, e-mails, pleadings, contracts, agreements, etc.) related to this matter or generated while it was pending, you should request such copies at the time our work on this matter is completed.

You will be notified and given the opportunity to identify and request copies of such items you would like to have sent to you or someone else designated by you. You will have 30 days from the date our notification is sent to you to advise us of any items you would like to receive. You will be billed for the expense of assimilating, copying and transmitting such records. We reserve the right to retain copies of any such items as we deem appropriate or necessary for our use. Any non-public information, records or documents retained by Butler Snow and its employees will be kept confidential in accordance with applicable rules of professional responsibility.

Any file records and documents or other items not requested within 30 days will become subject to the terms of Butler Snow's Record Retention and Destruction Policy for Client Files and will be subject to final disposition by Butler Snow at its sole discretion. Pursuant to the terms of Butler Snow's Record Retention and Destruction Policy for Client Files, all unnecessary or extraneous items, records or documents may be removed from the file and destroyed. The remainder of the file will be prepared for closing and placed in storage or archived. It will be retained for the period of time established by the policy for files related to this practice area, after which it will be completely destroyed. This includes all records and documents, regardless of format.

While we will use our best efforts to maintain confidentiality and security over all file records and

documents placed in storage or archived, to the extent allowed by applicable law, Butler Snow specifically disclaims any responsibility for claimed damages or liability arising from damage or destruction to such records and documents, whether caused by accident; natural disasters such as flood, fire, or wind damage; terrorist attacks; equipment failures; breaches of Butler Snow's network security; or the negligence of third-party providers engaged by our firm to store and retrieve records.

88040649.v1

CONTRACT FOR SERVICES

This contract for services is made and entered by and between the City of Bay St. Louis and the Hancock County Circuit Clerk.

Whereas, the City of Bay St. Louis desires to secure and maintain the services of the Hancock County Circuit Clerk for the purpose of redistricting pursuant to Section 23-15-225 of Mississippi Code Annotated of 1972, or otherwise as provided by law, and further the Hancock County Circuit Clerk desires to enter into this agreement to perform the duties necessary to implement the Redistricting Plan adopted for the City of Bay St. Louis.

Now, therefore, in consideration of the premises and the mutual agreement hereinafter contained, the parties hereby agree as follows:

1. The City of Bay St. Louis Mayor and City Council does hereby contract with the Hancock County Circuit Court Clerk for her services in relation to redistricting of any and all City wards and/or precincts for the City of Bay St. Louis unless this agreement is sooner terminated or extended as allowable by Mississippi law. The Hancock County Circuit Court Clerk hereby accepts the terms of said services and shall devote the necessary time and efforts to the performance of her duties under this contract.

2. It shall be the duty of the Hancock County Circuit Clerk to take any and all actions necessary to modify the county voter rolls in the Statewide Elections Management System (SEMS) of the boundary changes adopted by the City of Bay St. Louis Mayor and City Council in order to eliminate the risk of adversely affecting the City elections to be held in 2025.

3. The Circuit Clerk shall be provided with a legal description and map of updated ward lines as approved by the City of Bay St. Louis Mayor and City Council and an updated City map with street-based index including directions of streets and location of odd and even house numbers and such other information as shall be reasonably required by the Circuit Clerk to perform these services.

4. The Circuit Clerk shall be notified of any precinct changes no later than the 1 day of July, 2024, prior to the 2025 primary elections in order to properly notify voters of their new precinct.

5. The City of Bay St. Louis Mayor and City Council agrees to pay and the Hancock County Circuit Court Clerk agrees to accept as compensation for her services for all services rendered under this agreement a sum not to exceed $2,500.00. The

Hancock County Circuit Clerk shall present the City of Bay St. Louis Mayor and City Council with a written pay request for the work performed at the completion of the work. The services of the Hancock County Circuit Clerk shall include preparing and mailing notice to all affected registered voters and preparation and submission to the City of a complete and revised voter registration roll indexed by the City's six newly created Wards sufficient for the City's Election Commission to use in the upcoming 2025 primary and general elections.

6. Said services contracted to be performed by the Hancock County Circuit Clerk are not statutorily required to be performed by the election commission and are over and above the regular statutory duties of the registrar/Circuit Clerk.

7. This agreement shall be binding upon and insure to the benefit of the successors and assigns of the City of Bay St. Louis Mayor and City Council and the Hancock County Circuit Clerk as allowed by applicable state and federal law.

8. This agreement shall be governed by the laws of the State of Mississippi.

9. Nothing in this agreement shall be construed to constitute any relationship between the City of Bay St. Louis Mayor and City Council and the Hancock County Circuit Clerk which is not already recognized by state and federal law.

10. The foregoing contains the entire agreement of the parties and may not be altered, amended or terminated except by an instrument in writing signed by the parties hereto.

IN WITNESS THEREOF, the parties have executed this agreement as of theday of_____, 2024

CITY OF BAY ST LOUIS MAYOR AND CITY COUNCIL

BY: _____
Mike Favre, Mayor

HANCOCK COUNTY CIRCUIT CLERK

BY: _____Kendra Necaise, Circuit Clerk

COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement ("Lease") is made and entered into this _____ day of June, 2024, by and between the City of Bay St. Louis, Mississippi ("Landlord"), and **Pafford EMS of Mississippi Inc.,** ("Tenant" or "Pafford"), hereinafter referred to collectively as the Parties or individually as the Party.

Landlord is the owner of land and improvements commonly known as 543 Main Street, Bay St. Louis, Mississippi, and makes the mutually agreed upon areas and spaces within said property available for lease (the "Leased Premises"). Pafford shall be permitted the non-exclusive use of the Leased Premises as provided herein, beginning June 18, 2024, and shall be permitted the continued non-exclusive use of the same concurrent with the term of the Agreement.

Landlord desires to lease the mutually agreed upon areas and spaces "Leased Premises" to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the agreed Term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

1. Term.

Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" of one year (1) beginning June 18, 2024, and ending June 18, 2025. Landlord shall use its best efforts to give Tenant possession as nearly as possible at the beginning of the Lease Term. If Landlord is unable to timely provide the Leased Premises, rent shall abate for the period of delay. Tenant shall make no other claim against Landlord for any such delay. Following the expiration of the Initial lease Term, the lease shall automatically renew for a period of the same. Should either Party wish to not renew, notice shall be provided to the other no later than sixty (60) days prior to the expiration of the then existing Term. Should Pafford fail to maintain the ambulance service agreement with Hancock County, Mississippi this Agreement shall terminate upon sixty (60) days' notice to the Landlord.

2. Rental.

Tenant shall pay to Landlord during the Initial Term the sum of $500.00 per month. Each payment shall be due in advance of the first (1st) day of each calendar month during the lease term to Landlord at or at such other place designated by written notice from Landlord or Tenant. The rental payment amount for any partial calendar months shall be prorated on a daily basis.

3. Security Deposit.

There is no security deposit required.

4. Use.

The Leased Premises will be used by the Tenant only for the following lawful purpose, to wit: a full-service office and ambulance station. Notwithstanding the forgoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device. Tenant may store oxygen and any other substance, chemical, or item commonly used in the operation of an ambulance service.

5. Sublease and Assignment.

Tenant shall not have the right to assign the Commercial Lease or sublet any part of the Leased Premises without the written consent of the Landlord. If Landlord consents to an assignment or subletting, the Tenant shall remain liable for payment of the specified rental and the due performance of all the agreements and

conditions herein. Consent to one or more assignment or sublease shall not waive the provisions of this paragraph as to further attempts to assign or sublease.

6. Repairs and Maintenance.

Landlord shall maintain heating and air conditioning equipment, pest control, plumbing, and electric upon the Leased Premises in a reasonable state of repair and use for occupancy. Utility costs are included in the rent, and as such, Landlord shall be responsible for any utility costs associated with Tenant's use and occupancy of the Leased Premises. Tenant further agrees that damage or injury done to the premises by Tenant or any person who may be in or upon the premises on behalf of Tenant, except Landlord, Landlord's agents or servants and employees, shall be repaired by Tenant at their expense. Tenant agrees that the expiration of this lease upon the earlier termination of the lease to quit and surrender the premises in good condition and repair.

7. Alterations and Improvements.

Tenant shall maintain and furnish the interior of the Leased Premises within their use, except areas retained exclusively by the City for City use, and except for damage caused by the City after commencement of the Term which shall be the City's responsibility. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's expense.

8. Signage.

Following Landlord's consent, the Tenant may place a window decal on the door of the Leased Premises as well as a sign or signs. Tenant shall not install any sign or decal that is not permitted by applicable zoning ordinances or private restrictions. All cost and installment of permitted sign or decal shall be the Tenants expense. Landlord may refuse consent to any proposed signage or decal that is in Landlord's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises, or use of any other tenant on the Building Premises. Tenant shall repair all damage to the Leased Premises and Building Premises resulting from the removal of signs or decals installed by Tenant.

9. Damage and Destruction.

If the Leased Premises or any part thereof or any appurtenance thereto is so damaged by Act of God, fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

11. Default.

If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice

thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity.

12. Quiet Possession.

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

13. Termination.

This Agreement may be terminated at any time during the Term of this Agreement, without cause, by either Party, by delivery to the other of written notification of its intent to terminate this Agreement pursuant to this paragraph. Such notice shall be given at least ninety (90) days prior to the effective date.

14. Notice.

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by electronic mail, or by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to: City of Bay St. Louis
Office of the Mayor
688 Highway 90
Bay St. Louis, MS 39520
Email: _____

If to Tenant to: Pafford EMS of Mississippi, Inc.
ATTN: Freddie Parker
223 Highpoint Drive
Ridgeland, MS 39157
Email: fparker@paffordems.com

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other Party.

15. Waiver.

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

16. Headings.

The headings used in this Lease Agreement are for convenience of the Parties only and shall not be considered in interpreting the meaning of any provision of this Agreement.

17. Consent.

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

18. Final Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both Parties.

19. Governing Law.

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Mississippi.

IN WITNESS WHEREOF, the Parties have executed this Lease as of the day and year first above written.

City of Bay St. Louis, Mississippi (Landlord)

_____ _____

By: Mike Favre, Mayor Date

Pafford EMS of Mississippi, Inc. (Tenant)

_____ _____

By: _____ Date

City of Bay St. Louis – FirstNet Built with AT&T Feature Phone Quote

Quote Date: June 14, 2024

State of MS FirstNet Master Agreement Pricing

FirstNet Built with AT&T is pleased to present you the following quotation for device connection services for eligible FirstNet users. All services will be billed by FirstNet Built with AT&T.

FirstNet Data Plans

FirstNet Description	Qty	Each	Total Monthly
FirstNet – Unlimited voice and text	1	$27.99	$27.99
Total Monthly Recurring Costs before applicable fees and surcharges			**$27.99**

FirstNet Devices/Equipment

FirstNet Equipment Description	Qty	Per Each	Total Upfront
Somin XP3 Plus (SKU 6720D)	1	$0.00	$0.00
Total Upfront Costs			**$0.00**

TERM: Month to Month (No Term Requirements and No Early Termination Fees)

FirstNet Built with AT&T believes the State of MS benefits from offering options and choices. Therefore, FirstNet Built with AT&T will not obligate you to a lengthy term contract and will not charge any early termination fees (ETF)'s for both equipment and services at any time throughout the life of this contract.

Warranty

AT&T offers a 30-day buyer's remorse for all equipment.
AT&T offers a standard manufactures warranty for one year on all equipment purchased.
AT&T offers **upgrades every 24 months**.

Account Segment: **MS Local Government & Education**

Account Managers: Kim Salpietra Robinson,
AT&T Client Solutions Executive 2 Integrated Mobility
M: 601-942-8092 | E: ks8638@att.com

Agency: City of Bay St. Louis
688 Highway 90
Bay St. Louis, MS 39520

Agency Approval Signature: _____

Printed Name: _____

Approval Date: _____

Elevator Modernization

PREPARED FOR:	City of Bay St. Louis 688 US-90 Bay St. Louis, Mississippi 39520
ATTENTION:	Ronnie Vanney Jr.
PROJECT NAME:	BSL - Train Depot
LOCATION: 39520	1928 Depot Way Bay St. Louis Mississippi 39520
DATE:	May 3, 2024

Hydraulic Passenger Equipment
1 (One) Elevator as Follows

Capacity:	2500
Speed:	100 fpm +- 10%
Power Characteristics:	208 Volts 3 Phase 60 Hertz
Landings:	2 landings
Stops	2 in line
Bottom Floor Served:	FIRST
Top Floor Served:	2
Travel:	Existing
Hoistway Size	Existing
Entrance Size:	Existing
Entrance Type:	Single Slide

SCOPE OF WORK:

The existing elevator(s), as explained below, will be replacement in accordance with the explanation provided herein. Where additional or replacement items are made a part of this Proposal, a complete description is provided. Where existing equipment and/or systems are to receive adjustment, repair, etc., clarification of this intent is provided. Owner reserves the right, at its sole discretion, to replace any item described in this Proposal as one which is to be rehabilitated. Where existing equipment and/or systems are not mentioned, the intent of this Proposal is to reuse said item(s) “as is”.

Hydraulic Passenger Outline Specification

Logic Control:	New **Non Proprietary Equipment**
Power Control:	New **Non Proprietary Equipment**
Operation:	Selective-Collective
Operational Features:	Solid State
Pump Unit	New
Oil	New
Motor:	New
Mechanical:	Rehab
Cage:	Retain
Guiderails;	Retain

Electrical Features:	New
Door Operation:	New
Entrance Work:	Retain
Door Panel Work:	Retain / Rehab
Entrance Frame Work:	Retain / Rehab
Transom:	N/A
Sill Work:	Retain
Fixture Design:	New
Hall Fixture Finish:	New
Car Fixture Finish:	New
Hoistway Wiring	New
Buffer	Retain/Rehab
Cab Design:	Retain/New Drop Ceiling with 6 LED downlight
Warranty Period:	90 days on Parts and Labor
Door Restrictors:	New
Car Doors:	Retain/Rehab
Car Door Hanger and Tracks:	Retain/Rehab
Car and Counterweight Guides:	N/A
Car Frame	Retain
Cab Platform and Sling	Retain
Cab Flooring	Retain
Maintenance and Service	Existing on Going

Hydraulic Passenger Detailed Description

LOGIC CONTROL (New)
The logic control incorporates single relay design. This means the logic control runs all signals and commands through transistors, in lieu of less reliable relays. Relays are used in the logic control. These relays are required by Code, and dedicated to the safety chain.

On-board diagnostic capabilities eliminate need for separate diagnostic tools for the regular maintenance of the control system with battery lowing capability.

FULL COLLECTIVE CONTROL (New)
The elevator(s) will be equipped with FC control and will utilize up and down call buttons at each intermediate floor. The FC control will register all landing and car calls and store them in memory. On the way up the car collects all up calls one by one and serve the given car calls. During the down trip the car stops to every down call in front of the car, respectively, and serves the given car call. The up and down call buttons are illuminated at every floor where landing calls are registered. The light of an up call is turned off when the car stops to answer the call during an up trip, and the light of a down call button is turned off when the car stops to answer the call during a down trip.

HOISTWAY SWITCHES (New)
Terminal switches will be provided in the hoistway designed to automatically stop the car at or near the closest terminal landing. Over-travel switches will also be provided to automatically cut off power and apply the brake should the car travel beyond either terminal landing.

PIT STOP SWITCH (New)
A pit stop switch will be provided in the pit.

INSPECTION STATION (New)
A car top inspection station will be provided.

ALARM BELL (New)
An alarm bell will be mounted on the car top. When the alarm button in the car is pushed, the alarm bell will sound.

EMERGENCY EXIT CONTACT (New)
The logic feature will not allow the car to move if the car top emergency exit contact is open.

AUDIBLE HANDICAP FEATURE (New)
An audible floor passing signal (buzzer) will be provided in the car to notify passengers that the car is either stopping or passing a floor.

CAR DOOR CONTACT (New)
A car door safety switch will monitor the open/close status of the car door.

EMERGENCY STOP SWITCH IN CONTROL PANEL (New)
An emergency stop switch will be provided in the control panel. The stop switch is designed to cause the elevator to stop with the mechanical brake. All elevator and door movement will be prohibited. The elevator will return to normal service when the stop switch is returned to the normal position.

MOTOR PROTECTION (New)
A thermal or magnetic overload protective device shall be used to provide motor overload protection.

PHASE FAILURE DETECTION (New)
Phase failure detection is designed to detect phase failure and prevent the elevator from operation after the detection.

FIREMAN'S SERVICE (New)
Fire service features will be provided in accordance with the requirements of the applicable ASME A17.1, Safety Code For Elevators And Escalators including Addenda as they pertain to automatic (non-designated attendant) elevators with power-operated horizontally sliding doors. Equipment used for Fireman's Drive:

- A three position key switch at the designated (main) level (BYPASS/OFF/ON)
- A three position key switch in the main car operation panel of each elevator (OFF/HOLD/ON)
- An optional two position switch at a central control station for fire department operations (OFF/ ON)
- Smoke detector signal from each floor. (Note: Smoke detector located at designated (main) level is separated from detectors located at all other floors). Machine room detector signal. Provision and installation of smoke detectors is the responsibility of Purchaser.
- Hoistway smoke detector signal
- An illuminated visual and audible signal in the car
- A separate car call cancel button (operative only for Fireman's Drive operation)

*Provision and installation of smoke or heat detectors is the responsibility of Purchaser. Final connection to the buildings emergency fire system shall be the responsibility of the Purchaser.

NUDGING SERVICE (New)
The nudging feature will be provided so that if the doors are prevented from closing for an extended period of time due to the operation of a safety edge, safety ray, curtain of light, door open button or optical passenger detector, nudging is activated. If closing is prevented by the safety ray, the curtain of light or the optical passenger detector, the doors will start to close at a reduced speed. During nudging operation a buzzer in the car will sound. Nudging will continue until the doors are fully closed. The door open button will reopen the closing door. The standard setting time before nudging commences operation is approximately 20 seconds.

HOISTWAY ACCESS (New)
A hoistway access feature will be provided that allows authorized personnel to gain access to the top of the car and hoistway. The operation of the hoistway access is carried out by means of a switch in the car operating panel and the switch at the top or bottom floor station. Authorized personnel may place the elevator an "access" with a keyed switch in the car operation panel. This will move the elevator into service drive mode, keep the doors open and activate the keyed switch at the top or bottom floor station.

HOISTWAY WIRING (New)
EMR shall remove all existing wiring from the hoistway. New conduit and duct properly sized and constructed for the job requirements will be installed (in accordance with applicable codes). New wiring will be provided in the hoistway, adequately sized and constructed for the proper operation of the equipment. Multi-conductor type wiring for light and signal circuits shall be used in the elevator hoistway. All conductors will be copper and the minimum size of conductors, excluding those which form an integral part of control devices, shall be No. 14 for lighting circuits and No. 18 for operating, control and signal circuits. Except for lighting conductors in travel cable, No. 18 conductors may be used in parallel to provide a current carrying capacity equivalent to not less than No. 14 size. Connections to the controller will be made in a manner that minimizes transmission of vibration or noise.

TRAVELING CABLE (New)
EMR shall remove the existing traveling cables and replace with new traveling cables designed for elevator service. The cables will be sufficiently flexible to readily adapt to all changes in the position of the elevator car and hang straight without twist. The opening loop will show no tendency to twist upon itself. Traveling cables will have non-metallic fillers and will be suspended by Kellum grips or looping cable around supports. The traveling cables will

include telecommunication cabling and will terminate in a terminal box located on the car. The terminal boxes will have approved terminal strips for connecting conductors and will be provided with approved strained devices required to connect the supporting strands and relive the traveling cable conductors strain. The swing of the traveling cables will be checked when the elevator is running and any shields and pads necessary to prevent chafing will be installed. The traveling cables and corresponding groups of conductors connecting these cables to the control, signal, and car operating panels will each contain at least 10 percent spare conductors, but not less than two spare conductors of the same size and type. Each traveling cable conductor shall have a distinctive color-coded outer covering for identification. Terminal blocks will have indelible identification numbers for each terminal connection. Provide shielded wires for communication. Replace existing traveling cable hitches if necessary.

SIGNAL FIXTURES (New)
Each elevator included in this proposal will be equipped with a **Main Car Operating Panel** which will contain call registration in accordance with Logic Operation proposed. The Main Car Operating Panel will also include an emergency stop switch, alarm button and light switch as well as any other device(s) required by applicable code and/or as explained within this Proposal.

Each Car Operating Panel will be equipped with **L.E.D. Illuminating Pushbuttons** which, when pressed, will signal the car passenger that the call has been registered. The L.E.D. will remain illuminated until the call has been answered.

All devices operable by the general public and mounted in the Car Operating Panel(s) will be identified with Braille and/or tactile symbols. The Car Operating Panel(s) and Hall Pushbutton Stations will be located (vertically) in accordance with code requirements to assist the handicapped. As a minimum, all Braille indicators will meet the requirements of the American Disabilities Act (ADA).

A Telephone will be supplied. The telephone will be integral to the Main Car station.

Telephone instrument(s) meeting ADA requirements will be provided by EMR Services, LLC. **A separate telephone line will be provided in the Machine Room by the Purchaser, NOT ELEVATOR CONTRACTOR.**

The Main Car Operating Panel will incorporate a **Car Position Indicator** showing car position in the hoistway with single or dual numeral and/or letter floor designations along with an arrow corresponding to the direction of car travel.

This device will be located at the elevator **ALL floor(s**)

NEW HALL FIXTURE FINISH (New)
All metal used on exterior surfaces of the **hall** signal fixtures **At All Floors** will be #4 (Brushed) finish Stainless Steel.

NEW CAR FIXTURE FINISH (New)
All metal used on exterior surfaces of the **car** signal fixtures will be #4 (Brushed) finish Stainless Steel.

CAB : Retain/New Drop Ceiling
New stainless steel drop ceiling with LED lights.

DOOR OPERATOR : (New)

Door Protection Devices: Provide a door protection system using 150 or more microprocessor controlled infra-red light beams. The beams shall project across the car opening detecting the presence of a passenger or object. If door movement is obstructed, the doors shall immediately reopen.

HOISTWAY EQUIPMENT (Retain / Rehab)

- Platform: Fabricated frame of formed or structural steel shapes, gusseted and rigidly welded with a wood subfloor. Underside of the platform shall be fireproofed. The car platform shall be designed and fabricated to support one-piece loads weighing up to 25% of the rated capacity.
- Sling: Steel stiles affixed to a steel crosshead and bolstered with bracing members to remove strain from the car enclosure.
- Guide Rails: Steel, fastened to the building structure with steel brackets.
- Guide Shoes: Slide guides shall be mounted on top and the bottom of the car.
- Buffers: Provide substantial buffers in the elevator pit. Mount buffers on a steel template that is fastened to the pit floor or continuous channels fastened to the elevator guiderail or securely anchored to the pit floor. Provide extensions if required by project conditions.
- Jack: Jack unit shall be of sufficient size to lift the gross load to the height specified. Factory test jack to insure adequate strength and freedom from leakage. Brittle material, such as gray cast iron, is prohibited in the jack construction. Provide the following jack type:
- Automatic Self-Leveling: Provide each elevator car with a self-leveling feature to automatically bring the car to the landings and the correct for over travel and under travel. Self-leveling shall, within its zone, be automatic and independent of the operating device. The car shall be maintained approximately level with the landing irrespective of its load.
- Wiring, Piping and Oil: Provide all necessary hoistway wiring in accordance with the National Electrical Code. All necessary code compliant pipe and fittings shall be provided to connect the power unit to the jack unit. Provide proper grade oil as specified by the manufacturer of the power unit.

POWER UNIT (New)

Power Unit (Oil Pumping and Control Mechanism): A self contained unit consisting of the following items:

- Oil reservoir with tank cover.
- An oil hydraulic pump.
- An electric motor.
- Oil control valve with the following components built into single housing; high pressure relief valve, check valve, automatic unloading up start valve, lowering and leveling valve, and electro-magnetic controlling solenoids.

Pump: Positive displacement type pump specifically manufactured for oil-hydraulic elevator service. Pump shall be designed with steady discharge with minimum pulsation to give smooth and quiet operation. Output of pump shall not vary more than 10% between no load and full load on elevator car.

Motor: Standard manufacture motor specifically designed for oil-hydraulic elevator service. Duty rating shall be selected for specified speed and load.

MISCELLANEOUS (Retain / Rehab)

- Oil Hydraulic Silencer: Install an oil-hydraulic silencer (muffler device) at the power unit location. The silencer shall contain pulsation absorbing material in a blow out proof housing arranged for inspecting interior parts without removing unit from oil line.
- Provide a vertical ladder of non-combustible material extending 42" minimum (48" minimum for A17.1-2000 areas) shall be provided at the same height, above sill of access door handgrips. **By Others**
- Install new hall panels as necessary to install new hall button at each landing.
- Assist owner with installation of new light switches at each landing at elevator lobbies.

DELIVERY, STORAGE AND HANDLING

EMR Services will deliver elevator materials, components and equipment to site and the owner is responsible to provide secure and safe storage on job site.

EXAMINATION

Before starting each elevator installation, EMR will examine hoistway, hoistway opening, pits and machine rooms/ control space, as constructed and verify all critical dimensions, and examine supporting structures and all other conditions under which elevator work is to be installed. EMR will not proceed with elevator installation until unsatisfactory conditions have been corrected in a manner acceptable to the installer.

INSTALLATION

- EMR will install elevator systems components and coordinate installation of hoistway wall construction.
    - Work shall be performed by competent elevator installation personnel in accordance with ASME A17.1, manufacturer's installation instructions and approved shop drawings.
    - Comply with National Electrical Code for electrical work required during installation.

EMR will coordinate elevator work with work of other trades, for proper time and sequence to avoid construction delays. Use benchmarks, lines, and levels designated by the Contractor, to ensure dimensional coordination of the work.

FIELD QUALITY CONTROL

- Acceptance testing: Upon completion of elevator installation and before permitting use of elevator, perform acceptance tests as required by A17.1 Code and local authorities having jurisdiction. Perform other test, if any, as required by governing regulations or agencies.
- Advise Owner, Contractor, Architect and governing authorities in advance of dates and times tests are to be performed on the elevator.

ADJUSTING

Make necessary adjustments of operating devices and equipment to ensure elevator operates smoothly and accurately.

CLEANING

- Before final acceptance, EMR will remove protection from finished surfaces and clean and polish surfaces in accordance with the manufacturer's recommendations for type of material and finish provided. At

completion of elevator work, remove tools, equipment, and surplus materials from the site. Clean equipment rooms and hoistway.

OTHER

- All work will be performed during regular working hours of our regular working days.
- EMR shall not be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, fire, explosion, theft, floods, riot, civil commotion, war, malicious mischief or act of God. Under no circumstances shall we be liable for consequential damages.
- EMR has based this proposal on repair of 1 unit at a time, using one 2 man crew on each unit. EMR will continue to install 1 units at a time as the required payments for equipment is received by EMR Services from owner.
- Proposal is valid for thirty (30) days. All approvals must be presented and completed to allow the project to financially book before 6/3/2024 or the price will increase.

Demolition of Old Equipment

- EMR Services will provide 1 (one) two man team to remove the existing elevator equipment.
- Owner to provide dumpster to dispose of the old equipment.

INSURANCE COVERAGE :

This Proposal includes the costs of EMR Services, LLC Standard Insurance Coverage. The Purchaser shall provide Fire and Extended Coverage Builder's Risk and Equipment Floater insurance coverage equal to the value of this Contract. EMR Services, LLC is insured at all locations where it undertakes business operations with the following types of insurance:

A. WORKMEN'S COMPENSATION and EMPLOYER'S LIABILITY
B. COMPREHENSIVE GENERAL LIABILITY including:
    1. Bodily Injury Liability
    2. Property Damage Liability
C. COMPREHENSIVE AUTOMOBILE LIABILITY including:
    1. Bodily Injury Liability
    2. Property Damage Liability

GENERAL CONDITIONS OF PROPOSAL

In no case will Purchaser and or Contractor delay payment for more than 10 days and EMR Services, LLC will be allowed to stop work without risk of breach of contract until payments are current.

Should EMR Services, LLC be delayed by reason of any default on Purchaser's part, the entire Contract Price, less payments theretofore made and less the cost of completing work, as estimated by EMR Services, LLC shall become due on the date when the proposal equipment was to be in running order had EMR been permitted to commence regular time installation labor on the date shown in this Proposal. This amount due shall bear interest at the full legal rate commencing on such anticipated completion date. Purchaser shall compensate EMR for delays, regardless of whether caused by Purchaser or any other entity, including other subcontractors.

We shall not be liable for any loss, damage, or delay caused by any strikes, picketing, stoppages of work or lockouts, whether or not connected with or growing out of labor dispute, not for any loss, damage, or delay caused by fire, explosion, theft, floods, riot, civil commotion, insurrection, war, malicious mischief, act of God, or by any cause

beyond our reasonable control, and in any event we shall not under any circumstances be liable for consequential damages. Should damage occur to our material, tools, or work in the premises from any of said causes, you shall compensate us therefore.

It is agreed that all apparatus furnished hereunder can be removed without material injury to the freehold, and we retain title thereto until final payment in cash is made, with the right to retake possession of the same or any part thereof at your cost if default is made by you in any of the payments, irrespective of the manner of attachments to the reality, the acceptance of notes, extension of time for payments, or the sale, mortgage, or lease of the premises. In the event of such default, you shall become liable for reasonable attorney's fees, interest, penalties and other cost incurred by us which are related herewith.

This Proposal is based upon work accomplished by us during our regular working hours of our regular working days. If overtime work is mutually agreed upon and performed, an additional charge therefore, at our usual rates for such work, shall be added to the Contract Price. **Standby rate for work stoppage or overtime is $227.00 per hour per man.**

Applicable hoistway(s) shall be ready and proper current shall be available by the date set forth in this Proposal, after which we are to have uninterrupted use.

It is agreed that our workmen shall be given a safe place in which to work and we reserve the right to discontinue our work in the building whenever, in our opinion, this provision is being violated.

You agree to furnish us with any necessary permission or priority required under the terms and conditions of government regulations affecting the acceptance of this order or the manufacture, delivery or installation of the equipment required for our performance of this Contract.

We shall not be responsible for any expense of electrical current nor for any other expenses relating to the rest of the building nor for any work accomplished by other contractors nor for any power factor guarantees nor for the premium for any bond (unless noted within this Proposal as included) nor for any general contractors' nor owners' insurance.

We will guarantee the material and workmanship of the equipment furnished as described in this Proposal; and will make good any defects not due to ordinary wear and tear which may develop within ninety (90) days from the date of our completion and as to which you notify us within ninety (90) days from the date of said completion. This does not guarantee any minimum volume of sound.

Drawings or other descriptive matter furnished with this Proposal are approximate and only explain general style, arrangement and/or dimensions.

Manufacture and delivery of equipment will take 6 to 8 weeks after receipt of approvals.

Installation will take 4 to 6 weeks per elevator.

A) **Storage:** A dry and protected area, conveniently located to the elevator hoistway, will be assigned to the Elevator Contractor without cost, for storage of his material and tools. If storage on the site is not available at the time of delivery, Purchaser will provide suitable storage, assume all cost incurred, and make the payments due to the equipment.

B) **Temporary Service:** The elevator shall not be used for temporary service or for any other purposes prior to completion and final acceptance by the Purchaser.

C) **Work Not Included:** This proposal does not include the following work, and is conditioned on the performance of such work by the Owner or other Subcontractors ***when required:***

D)

1. Legal machine room, adequate for the elevator equipment, including floors, trap doors, grating, foundations, lighting, ventilation and heat to maintain the room at ambient temperature of 50°F minimum to 110°F maximum.

2. Cutting of the walls, floors, etc., and removal of such obstructions as may be necessary for proper installation of the elevator.

3. All sill supports, including steel angles where required, and sill recesses and the grouting of door sills.

4. Provide and maintain temporary enclosures or other protection from open hoistways during the time the elevator is being installed.

5. A means to automatically disconnect the main line power supply to the elevator prior to the application of water in the elevator machine room will be furnished by the electrical contractor. This means shall not be self resetting.

6. Suitable connections from the power mains to each controller or motor generator set starter, signal equipment feeders as required, including necessary circuit breakers and fused mainline disconnect switches.

7. Wiring to controller for car lighting and ventilation. Electric power without charge, for construction testing and adjusting, of the same characteristics as the permanent supply.

8. Wiring and conduit from like safety panel or any other monitor station to the elevator machine room.

9. Heat and smoke sensing devices at elevator lobbies on each floor with electrical conductors terminating at a properly marked panel in the elevator machine room.

10. Emergency power supply with automatic time delay transfer switch an auxiliary contacts with wiring to the elevator controller.

11. Any governmentally required safety provisions not directly involved in the elevator installation.

12. Furnishing, installing and maintaining the required fire rating of elevator hoistway walls, including the penetration of fire wall by elevator fixture boxes, is not the responsibility of the elevator contractor.

13. Any modification or installation of lights and/or GFI electrical outlets in the machine room, secondary level and/or pit to be performed by others. Provide sufficient lighting in the buildings common areas to facilitate a safe working environment.

14. Provide a self-locking and self-closing door for the elevator machine room. Door to be adequately sized to accept our equipment. Modify existing machine room access hatch to facilitate safe egress of all equipment.

15. Provide code compliant fire extinguisher in elevator machine room.

16. Remove or encapsulate, as required, any non-elevator related piped or wiring located in the elevator machine room or hoistway.

17. Provide code compliant hoistway ventilation. Code requires a means to prevent the accumulation of hot air and gases at the top of the hoistway. Pressurizing the hoistways, or providing vents from the top of the hoistway to the outside of the building usually accomplishes this. Vents shall not be less than 3.5% of the area of the hoistway nor less than 3 sq. ft. for each elevator car, whichever is greater. You may not vent the hoistway to the machine room. If the hoistway vents must run through the machine room, they must be enclosed in a fire rated structure and not violate clearances around our equipment.

18. Provide a flush grating over the sump hole located in the elevator pit.

19. Provide a 75° angle constructed of a non-combustible material on all ledges that are 2" or greater in the hoistway, excluding multi-hatch divider beams.

20. All "Work by Others" must either be completed prior to our manning the job or be properly scheduled as to not obstruct the progress of the project.

21. Our work shall not include the identification, detection, abatement, encapsulation or removal of asbestos, polychlorinated biphenyl (PCB), or products or materials containing asbestos, PCB's or other hazardous substances. In the event we encounter any such product or materials in the course of performing our work, we shall have the right to discontinue our work and remove our employees from the project until you have taken the appropriate action to abate, encapsulate or remove such products or materials, and any hazards connected therewith, or until it is determined that no hazard exits (as the case may require). We shall receive an extension of time to complete the work hereunder and compensation for delays encountered as a result of such situation. EMR Services, LLC will not be responsible for working with asbestos which may be disturbed or uncontained. EMR will not be responsible for any costs associated with the delay of the job should asbestos be detected or require addressing by others for us to proceed. This includes but is not limited to re-mobilization charges which may be applied.

22. Dumpster for the disposal of any and all spoils from tear out of old elevator equipment.
23. Water proofing of the elevator pits.

PAYMENT SCHEDULE

You the purchaser agree to be bound and pay in accordance with the supplied schedule of payments. We shall receive payment for our material delivery invoice before work will begin. We shall be paid in full for all change orders and the base contract price prior to the turnover of the elevators for your use. EMR Services, LLC reserves the right to discontinue work or not to turn over elevators for owner use unless all payments are current.

Contract Price: $67,723.00

DUE DATE	DESCRIPTION	AMOUNT
Upon Acceptance of Contract	First Payment with signed proposal	$33,861.50
Upon Delivery of Material	2nd Payment	$16,930.75
Upon Completion	Final Payment	$16,930.75

Payment Terms

- 1st Payment: The amount due upon acceptance of this agreement. Payment must be received before EMR Services, LLC will release the order to the manufacturer.
- Delivery of Material: This amount is due five (5) business days after the delivery of elevator material to the jobsite.
- Completion Payment: The remaining balance is due upon the completion of the scope of work. Payment must be received before elevators will be turned over to the owner for use.

The scope of work is either described above or in attached specifications, which are incorporated to and made part of this agreement. Total contract price is **Sixty Seven Thousand Seven Hundred Twenty Three Dollars and Zero Cents ($67,723.00)**

This proposal, including the terms and conditions on the following pages shall be binding between you, or the party below, whom you are an authorized representative (collectively referred to herein as “you”) and us, EMR Services, LLC. Upon acceptance of this proposal you are authorizing us to perform the work for the above discussed project and commencing such work.

CUSTOMER

Accepted by Authorized Representative

Date: _____

Signature: _____

Printed name: _____

Title: _____

EMR Services, LLC

Approved by Authorized Representative

Date: _____

Signature: _____

Printed Name: _____

Title: _____

Name of Principle Owner: _____

Billing Address: _____

Email Address for Invoicing Purposes: _____

Phone Number: _____

Fax Number: _____

We don't worry about the problem, only the solution.

March 1, 2024 Proposal Valid for 30 Days

Brian Guttuso
Sales Manager
Standard Industrial Services, LLC
110 James Drive West, Suite 212
Saint Rose, LA 70087

City of Bay St. Louis Government
Attn: Ronnie Vanney / Jamie Favre
688 US-90
Bay St. Louis, MS 39520

Service Location- 1928 Depot Way Bay St. Louis, MS 39520

Re: Elevator Modernization Proposal

Standard Industrial Services, LLC is pleased to offer you the following Proposal to perform a Modernization of your Train Depot elevator.

This work below applies to all material, design, construction, removal, workmanship, operation, and tests being performed under this agreement and may not apply to any existing components, both elevator and non-elevator, which are not included within the scope of modernization as part of this agreement and shall be in accordance with the American Society of Mechanical Engineers (ASME) section A17.1 and A17.3 related to the Safety Code for Elevators and Escalators, and associated state/local Fire Jurisdictional Code Requirements.

STANDARD INDUSTRIAL SERVICES

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Proposal Valid for 30 Days

Scope of Modernization

1. Controller:

Install new non-proprietary microprocessor SmartRise Hydraulic Controller with On-Board diagnostics.

2. Wiring:

All new wiring will be furnished and installed. All new wiring will be following the National Electric Code and ANSI 17.1 requirements. This includes hoist-way wiring and travel cable wiring.

3. Power unit:

The existing power unit will be retained.

4. Selector:

A new landing system with selector tape will be installed for floor leveling and accuracy.

5. Fixtures:

The existing car and hall fixtures will be replaced with new fixtures. The new fixtures will be A.D.A. and ANSI code compliant.

6. Top of Car Inspection:

The top of the car inspection stations will be replaced with new inspection stations that meet current code requirements.

7. Hoistway and Car Door:

All Hoistway and door gibs will be replaced. A new safety door edge will be installed.

8. Escape Hatch Switch:

A new Safety Hatch Switch will be installed.

9. Car Ceiling and Lighting:

New lighting and Lexan ceiling panels will be installed.

10. Car Guides:

All roller/slide guides will be retained.

11. Car Slings:

The existing car slings will be retained.

12. Car Door Tracks/Hangers/Rollers:

Car Door tracks, hangers, and closers will be replaced.

13. Hoistway Track/Hangers/Rollers:

All Hoistway door tracks, hangers and closers will be replaced.

STANDARD INDUSTRIAL SERVICES

We don't worry about the problem, only the solution.

Proposal Valid for 30 Days

14. Door Interlocks:

The door interlock internal contacts will be replaced.

15. Rails and Brackets:

All existing guide rails will be retained. All brackets will be checked for secure fastening.

16. Pit Equipment:

All Pit Equipment will be retained.

17. Piping:

The existing oil line will be retained.

18. Duct and Conduit:

The existing conduit will be retained.

19. Sills:

All Car and Hoist-way Sill will be retained.

20. Oil:

The hydraulic fluid will be retained.

21. Labeling:

All equipment will be properly labeled and numbered.

22. Testing:

An Annual Safety Test will be performed, including any applicable fire service testing.

WIRING DIAGRAMS

A complete set of wiring diagrams will be furnished to the owner.

Price: $69,693.36 (Sixty-Nine Thousand Three Six Hundred Ninety-Three Dollars and Thirty-Six Cents)

☐ ***(1% discount upon full payment within 10 days of signing)***

Modernization Payment Terms:
(50% Due Upon Signing and 50% Due Upon Receipt of Invoice)

Remit Payment To:
4694 Airline Highway
Destrehan, La. 70047

Proposal Valid for 30 Days

WORK NOT INCLUDED:

The following items must be performed by others, and you agree to provide this work in accordance with the applicable codes and enforcing authorities. Some of the building code items listed below will need to be verified as requirements may change depending on building locations and use.

1. Hoist-way ledges- Provide 75-degree bevel sheeting on all projections, recesses, or setbacks over two inches in the hoist-way.

2. Cutting and Patching - Cutting and patching the walls and floors shall be done by others.

3. Non-Elevator Material -Where required in the machine hoist-way and/or pit enclosure, relocated all non-elevator related conduit, ducts and drains. Enclosures when used need to be two-hour rated.

4. Machine Room Temperature -Provide means to control room temperature and humidity between 45 degrees and 90 degrees.

5. Main Disconnect - Provide a fused disconnect switch or circuit breaker for each elevator located per the National Electric Code and a light switch adjacent to the lock jamb-side of the machine room door. Rule 210.5 and NFPA No. 70 Rule 620-51.

6. Electric Wiring - Provide new electric wiring from the present disconnect switches to the terminals of the new elevator controllers in their new locations, inclusive of a normal/standby 120 VAC, 15 AMP supply at each controller.

7. Smoke and Heat Detectors-Provide connection at the elevator controller for fire recall operation, where auto-recall is needed to respond to a life safety system/fire alarm system. If not presently equipped, each elevator lobby should be equipped with smoke detectors, which can be used to initiate automatic fire recall.

8. Telephone Line - Provide telephone outlet for elevator. The telephone line must be connected to the controller in the machine room.

9. Fire Extinguisher – Provide an "ABC" fire extinguisher

10. Fire Caulking – Fire caulking of machine room and hoist-way to obtain proper fire rating as required by code enforcing authorities is the responsibility of others.

11. Pit Lighting – Provide pit light and GFCI outlet. The pit light shall be located adjacent to each pit entrance.

12. Sprinklers – Provide code compliant sprinkler system, as required in the hoist-way, pit and machine room. If sprinklers are in the machine room, a SHUNT TRIP disconnect is required.

Proposal Valid for 30 Days

13. Ground Wire – Provide a properly sized ground wire from the elevator controller to the primary building ground.

14. Machine Room Security – provide a self-locking, self-closing door for the elevator machine room and pit access. Door to be properly sized to accept our equipment.

15. Hoist-way Ventilation – Provide code compliant hoist-way ventilation. Vents shall not be less than 3½% of the area of the hoist-way nor less than 3 sq. ft. for each elevator car. You may not vent the hoist-way to the machine room.

16. Crane and Hoisting Equipment – Provide crane and other hoisting equipment, if needed, to get equipment to top of building.

17. Plumb Hoist-way – Provide a plumb hoist-way necessary for the installation of the new elevator equipment.

18. Harmful Material – Should any asbestos or other harmful material be found in hoist-way or machine room, it shall be the responsibility of others to abate, contain and/or remove as required according to EPA guidelines.

19. Frames – All new entrances will have to be blocked in by others and sills grouted once they are set in place.

TERMS AND CONDITIONS

It is understood and agreed that Standard Industrial Services shall not be liable for the condition, design, application, or compliance with acceptable codes of any equipment not furnished under this Agreement or for the omission of any work or equipment not covered by this Agreement.

It is expressly understood, in consideration of the performance of the service enumerated herein at the price stated, that nothing in this agreement shall be construed to mean that Standard Industrial Services, LLC assumes any liability on account of injury or damage to persons or property, except to the extent directly and solely due to the negligent acts or omissions of Standard Industrial Services, LLC or its employees; and that the Purchaser's responsibility for injury or damage to persons or property while riding on or being in or about the equipment referred to is in no way affected by this Agreement.

STANDARD INDUSTRIAL SERVICES

We don't worry about the problem, only the solution.

Proposal Valid for 30 Days

Standard Industrial Services, LLC shall not be responsible or liable for any loss, damage, or delay caused by strikes, lockouts, fire, explosion, theft, lightning, windstorm, earthquake, floods, storms, malicious mischief, war, failure to act on the part of the Purchaser's orders, or instructions of any federal, state or municipal government or any department or agency thereof, Act of God, or by any cause whatsoever beyond its reasonable control. Dates for the performance or completion of work shall be extended to the extent of such delays.

Purchaser agrees to defend, indemnify, and hold Standard Industrial Services, LLC harmless from and against any claims, lawsuits, demands, judgments, damages, costs, and expenses arising out of this Agreement except to the extent caused by or resulting from the sole and direct negligence of Standard Industrial Services, LLC.

Notes, Clarifications & Exceptions:

- Remit Payment To: (14694 Airline Hwy., Destrehan, LA 70047)
- Price Valid 30 Days from date of proposal.
- Applicable Freight Charges included as necessary.
- Aerial and/or forklift access will be the responsibility of the owner
- It is the owner and user's responsibility to determine the suitability of a product for any particular use. Check all applicable industry, trade association, federal, state, and local regulations. It is also the building owner's responsibility to obtain all necessary engineering data to determine whether the building can/will uphold the immediate/continuous stress/weight of any equipment placed.

Please sign below and return to signify agreement for Standard Industrial Services, LLC to perform services listed above.

Print:_____ Date:_____

Sign: _____ Purchase Order: _____

Account Manager Signature: Brian Guttuso

KONE MODERNIZATION PROPOSAL

Proposal: Bay St. Louis Historic L & N Train Depot
Proposal Date: 4/25/2024

4/25/2024

KONE Inc.
Elevators & Escalators

30604 SGT E.I. "Boots" Thomas Drive
Spanish Fort, AL 36527
Trey Steber
251-583-4040
trey.steber@kone.com
www.kone.us

Dear Mr. Favre,

We are pleased to enclose, for your review and consideration, KONE's proposal to modernize your equipment located at the following address for the amount of **$97,289.00** (incl. use tax):

Bay St. Louis Historic L & N Train Depot
1928 Depot Way
Bay St Louis, MS 39520

- This proposal is based on 2024 installation.
- This proposal is valid for (30) days.
- Anticipated downtime: 3 weeks per unit for modernization + inspection.

Please know that we are available to assist you in coordinating the work by others as further described in our “Bid Attachment B“. Should you have any questions or require additional information, please feel free to contact me directly.

We look forward to hearing from you and working together on this project.

Yours sincerely,

Trey Steber
Sales Executive - Modernization
Kone Inc

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Additional Options for your Consideration ..... Error! Bookmark not defined.

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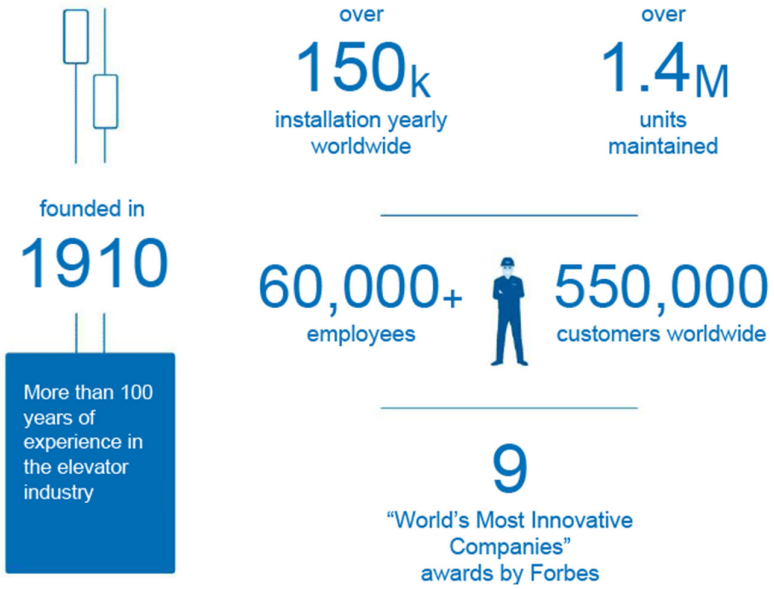
Appendix 1: Clarifications
Appendix 2: Bid Attachment “A” / KONE Inc. General Terms and Conditions (Modernization)
Appendix 3: Bid Attachment “B” / Site Requirements & Work by Other Trades

1. Why KONE?

KONE in brief

KONE is a global leader in the elevator and escalator industry. Our mission is to make cities better places to live.

Our versatile product portfolio features a wide range of innovative products including elevators, escalators, autowalks, monitoring, access and destination control systems.



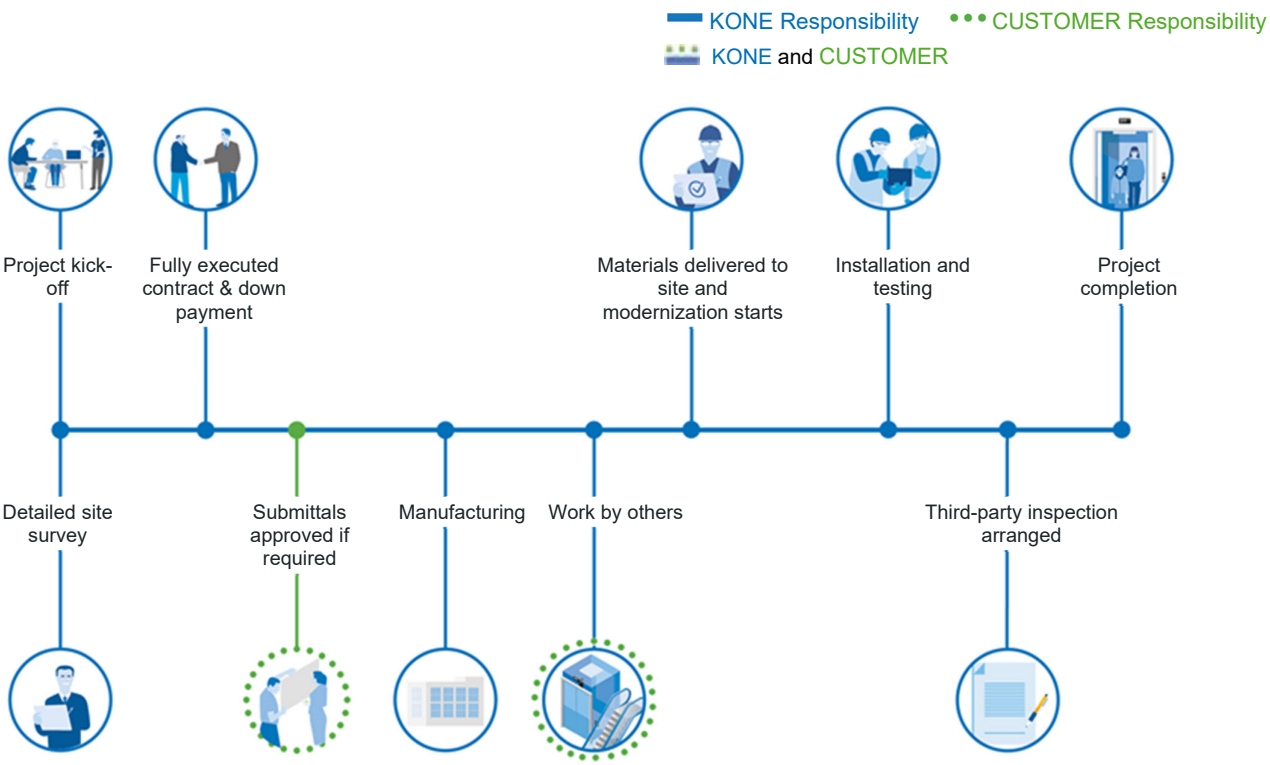
Value for your project

KONE helps you to reduce operational costs, increase end-user satisfaction and value of your building by providing accessible and safe equipment through a professional and trouble-free modernization project.

- ✓ Increased user satisfaction/minimal disturbance to end-users
- ✓ Improved eco-efficiency, reduced energy consumption
- ✓ Improved safety according to latest standards

2. Ensuring your project success

Project Overview



Site Cornerstones

By ensuring that these cornerstones are in place you can ensure that your modernization project stays on schedule and that KONE technicians can perform their work quickly, safely, and with minimum disruption to building operations.

1 Site preparation requirements before materials arrive

- Loading and storage area of suitable size for materials, waste and waste storage, and tools
- Safe access route for new materials and materials being removed
- Access permissions and cards or other access devices for KONE technicians

2 Other works as agreed in the project plan, if not managed by KONE

- Please refer to Appendix 4: Bid Attachment “B” / Site Requirements & Work by Other Trades

3. Your solution

Solution details

Elevator / Solution 1

A. Controller: Evolved by Smartrise Engineering

A non-proprietary serial link microprocessor controller as manufactured by Smartrise or approved equal. The Smartrise Evolved control platform is a leap forward in hydraulic elevators. Adaptive Slowdown saves time and money while giving passengers consistent rides throughout the journey. No custom software is required, most features are already built-in and are parameter adjustable making the installation times shorter and future changes easier. Software downloads and field setups can be done wirelessly, traveler cables are smaller than previous generations, and setting up the monitoring system is easier than ever. All leading to a more efficient, reliable installation. Technical training, engineering, and technical phone and field support is available to all KONE branch locations.

Controller inclusions:

a. Adaptive Slowdown
b. 3 Board System
c. Serial Communication
d. Solid State Starter
e. Distance and Velocity Feedback
f. Dispatching up to 8 car group
g. NEMA 1
h. Car top station
i. Position indicator interface

B. **Electrification Kit**

All wiring and electrical interconnections will comply with governing codes. Insulated wiring is flame retardant complete with moisture-proof outer covering and will be run in conduit tubing or electrical wireways per code. Traveling and hoistway cables are pre-labeled to match the terminal name on the Smartrise Controller for ease of installation. This patterning also simplifies the wiring between the controller and the car top while thereby preventing wiring mistakes. It also makes checking connections easier. Cables come with Kellems® Grips.

The Electrification Kit is designed specifically for the KONE hydraulic package. The kit includes trough and conduit for both the hoistway and machine room as required. A job specific accessory kit is also included containing boxes, fittings, tape, wire nuts, etc. to meet existing job site condition requirements for the project. This allows for ease of installation and expedited modernization to limit downtime and building disruption.

C. Power Unit built by Alliance Elevator Solutions

Tank

The storage tank is constructed of minimum 12-gauge steel and shall be provided with a removable cover containing a removable oil dip stick. Welding is done robotically and complies with both AWS and CWB welding requirements. The pump and submersible motor shall be mounted on a reinforced isolation mount. The control valve shall be mounted in the discharge line above the oil level and easily accessible from the top of the tank. A muffler shall be provided at the control valve discharge.

Motor – ELMO

An ELMO type hydraulic, submersible motor will be provided. The motor shall be open-source equipment and of the alternating current, polyphase squirrel cage induction type and shall be of a design especially adapted to electro-hydraulic requirements.

Pump – IMO
An IMO pump will be housed within the submersible tank assembly. The pump will be a positive displacement screw type to give smooth operation and shall be specially designed and manufactured for elevator service.

Maxton Control Valve – Maxton
A Maxton control valve shall be provided as part of the tank assembly designed to match the requirements of the project specifications. Each Maxton valve is manufactured with a manifold up, down and check valve sections within the valve itself. A control section including voltage specific solenoid valves will direct the main valve and control up / down starting, transition from full speed to leveling speed, up and down stops, pressure relief, and manual lowering. Up and down leveling shall be controlled at the main valve sections. All of these functions shall be fully adjustable for maximum smoothness and to meet contract conditions. The manual lowering feature will permit lowering the elevator at slow speed in the event of power failure or for adjusting purposes.

Standard KONE power unit standard inclusions:

a. Pre-mounted controller on tank unit
b. Pre-wired motor to controller (removable to fit through tight spaces)
c. Submersible – LH or RH configurations available
d. Maxton Valve
e. Elmo motor
f. IMO pump
g. Low pressure switch
h. Internal shut-off valve
i. Victaulic fittings
j. Muffler assembly
k. Hinged top with soft-close lid

Optional Adds:

a. Isolation coupling
b. Additional shut-off valves (Qty. 1)

D. Door Equipment – Wittur SGV Linear Operator + GAL Universal Kit

Door Operator – Car Side Equipment

A new, high performance Wittur SGV linear door operator will be supplied. The operator will be power operated by means of a direct current; linear belt-drive operator mounted on top of the car. The motor will have positive control over door movement for smooth operation. A universal bracket will be supplied for easy attachment of the door operator components to the cab enclosure shell.

A restrictive door clutch will be provided along with a mechanical car door side interlock to prevent opening of car door panels. A car door electric contact will prevent starting the elevator away from the landing unless the car door is in the closed position. A new stainless steel car door panel will be provided and manufactured for easy adaptation of newly provided door components to door panel itself.

New car door hangers and tracks will be provided. The hangers shall have minimum 3-1/4" diameter sheaves for safe efficient door opening.

Car Door Protective Device – 3D

The car door shall be provided with a 3D door protective device extending the full height of the cab entrance. An infrared type of car door protective device having a multi-beam array shall be furnished. This device shall be so arranged that should it sense a person or obstruction in its path while the doors are closing, it shall automatically cause the car and hoistway doors to return to the open position. The door shall remain open until the expiration of a time interval and then close automatically.

Complete Landing Side Equipment

Complete new hoistway landing side tracks, hangers, rollers will be provided at each hoistway landing entrance designed to match the existing job site configuration and design. The tracks shall be constructed of bar

formed steel with working surface contoured to match newly provided hanger rollers. The hangers shall be designed for power operation and have provisions for vertical and lateral adjustment. Hangers shall also be designed for two-point suspension of the door panel. Hanger rollers shall be polyurethane roller assemblies with pre-lubricated, sealed for life bearings to ensure smoot, quiet operation and minimize preventive maintenance requirements. All hoistway door hanger rollers shall have minimum 3-l/4" diameter sheaves.

Hoistway entrance landing doors will be reused. All new landing side door components will be built to easily adapt to the hoistway entrance landing doors.

New brushed stainless steel car door to be provided and installed.

E. Car and Hall Signal Fixtures - Innovation

Applied Car Operating Panel

An applied car operating panel shall be manufactured with 11 gauge #4 brushed 304 Stainless Steel face. Panel will contain a bank of mechanical illuminated buttons marked to correspond to the landings served, an emergency stop button, door open and door close buttons. The emergency call button shall be connected to a bell that serves as an emergency signal. Switches for lights and fan shall also be located in the car operating panel.

Phase II fire instructions are to be engraved or silk screened (applied plates are not acceptable) on the car operating panel or behind the fire cabinet door.

Elevator number, “No Smoking”, and capacity in pounds are to be engraved or silk screened (applied plates are not acceptable) on the car operating panel.

Car operating panel shall contain all necessary operating components, buttons, and switches as required by ASME A.17.

Handicap Markings
Braille plates shall be furnished for car buttons, car controls, and hoistway entrance jambs in compliance with NEII and ADA handicap requirements.

Car Braille plates are to be flush mounted and permanently attached (“Stick-on” plates are not acceptable).

Audible Signal (to indicate stopping at a floor)

An audible signal shall sound in the car to tell a passenger that the car is stopping at the floor served by the elevator.

Hall Buttons
At each terminal landing a single push button shall be provided.

When a call is registered by momentary pressure on a landing button, that button shall become illuminated and remain illuminated until the call is answered. Buttons shall be open source, if serial link is provided, it shall be separate from button.

The designated fire return floor shall include a fireman’s emergency key switch that meets state and local requirements.

ADA Telephone
An ADA approved telephone shall be provided and mounted behind the car operating panel. A pattern of holes for speaker shall be punched into the flush car operating panel faceplate or swing return panel (applied speaker grilles are not acceptable).

Necessary wires shall be included in the car traveling cable harness.

Connections to the building service system shall be furnished by Owner.

4. Commercial Offer

Project Specific Notes

Pricing Includes:

- Elevator permit and final inspection fee.
- New car and hoistway door roller guides, door gibs and fire tabs as required.
- New hydraulic fluid for the new system to include proper removal and disposal of the old hydraulic fluid.
- New packing for the jack head assembly.

Not Included / By Others:

- Any required building updates including but not limited to the electrical disconnects, outlets, pit lighting, fire alarm system and air conditioning/climate control of the equipment room.
- Patching and painting around the new hall fixtures as required.
- Dumpster servcie for proper removal and disposal of new equipment packaging and old elevator components. To be located within close proximity and rollable access of the elevator hoistway.
- Connex box for secure storage on site. To be located within close proximity and rollable access of the elevator hoistway.

Handover date

Mutually agreeable project schedule will be determined at time of proposal acceptance. Current delivery lead time is 16 weeks from when order receipt, deposit and approval of drawings have all been completed. The agreed delivery times for the project may need to be extended because of delays caused by measures undertaken to stop the spreading of the Coronavirus (2019-nCoV) epidemic, such as mandatory holiday extensions and transportation restrictions imposed by authorities in China and other countries, and the availability of personnel, logistics providers and supply chains, due to the epidemic.

Downtime period

3 weeks per unit

Warranty/maintenance

Pricing is based on the execution of a Kone service agreement to begin upon completion of the elevator modernization. Service agreement to be negotiated with your service sales representative.

Pricing

Total Sales Price, net including TAX	**$ 97,289.00**

Proposal pricing is based on the scope of work as defined herein. Any additional work required will be performed only upon purchaser's approval of a mutually agreeable change proposal. Any other deficiencies revealed in the progress of the work will be promptly reported to the purchaser with recommendations and cost for corrective action.

Tender Approval

We have read in full and accept the content of this Proposal and all attachments.

Project Name: Bay St. Louis Historic L & N Train Depot

Proposal No: T-0007373875

Total Sales Price: $ 97,289.00

Customer

Date

_____

Signature

_____

Printed name

Appendix 2: Clarifications

1. Contract terms between KONE Inc. and Purchaser shall be based on our Proposal and Attachments “A” and “B”.

2. All new elevator equipment provided shall meet applicable ASME A17.1 code requirements. Any provisions of codes applicable to out-of-scope items shall be the Purchaser’s responsibility. Cost of any future code changes adopted prior to permitting and completion are excluded.

3. Existing cab and entrance dimensions, which may not meet current ADA or stretcher access rules, will be retained as is.

4. Our proposal includes inspections and testing as required by the AHJ. However, any re-testing required due to other trades’ failures to complete their work or tests in a timely manner will be billed at our regular billing rates.

5. The ASME code limits changes to the empty car weight + capacity of each elevator to 5% of the originally installed value. If past or proposed changes result in a change to the weight or system pressure (for hydraulic) greater than 5% above the original design values, the cost of any engineering and of any required modifications to the elevator system or structure shall be extra to this proposal scope and pricing. If this situation is discovered during the engineering process, KONE will notify purchaser and recommend an alternate design or other changes.

6. In order to provide best pricing, proposal excludes any extra demobilizations and remobilizations. If we must demobilize from the jobsite for any reason outside our control, we shall be compensated at our regular billing rates.

7. Proposal pricing is based on the scope of work as defined herein. Any additional work required will be performed only upon Purchaser’s approval of a mutually agreeable change proposal. Any other deficiencies revealed in the progress of the work will be promptly reported to purchaser with recommendations and cost for corrective action.

8. Asbestos: Notwithstanding anything contained to the contrary within this bid or contract, KONE’s work shall not include any abatement or disturbance of asbestos containing material (ACM) or presumed asbestos containing materials (PACM). Any work in a regulated area as defined by Section 1910 or 1926 of the Federal OSHA regulations is excluded from KONE’s scope of work without an applicable change order to reflect the additional costs and time. In accordance with OSHA requirements, the Customer shall inform KONE and its employees who will perform work activities in areas which contain ACM and/ or PACM of the presence and location of ACM and/or PACM in such areas which may be contacted during work before entering the area. Other than as expressly disclosed in writing, Customer warrants that KONE’s work area at all times meets applicable OSHA permissible exposure limits (PELs). KONE shall have the right to discontinue its work in any location where suspected ACM or PACM is encountered or disturbed. Any asbestos removal or abatement, or delays caused by such, required in order for KONE to perform its work shall be the Customer’s sole responsibility and expense. After any removal or abatement, customer shall provide documentation that the asbestos has been abated from the KONE work area and air clearance reports shall be made available upon request prior to the start of KONE’s work.

9. Purchaser shall provide any security, escort or other building service support personnel required during demolition, installation, testing, and inspections.

10. For hydraulic elevators, we can assume no responsibility for unusual conditions such as hole cave in and complete hydraulic cylinder assembly embedded in concrete. The excavation of the hole to accommodate the new hydraulic cylinder assembly is based on encountering soil free of oil, rocks, boulders, building construction members, sand, water, quicksand, underground caves and/or any other obstructions or unusual conditions. Should such obstructions or unusual conditions be encountered, additional time above or beyond the working days estimated to complete this project may be required. We will proceed with this portion of the project on a time and material basis, based on our normal billing rates.

11. Proposed solution is subject to a complete engineering review by KONE engineering team to confirm feasibility of products proposed. Additional charges may apply for work not included but required to meet system requirements. Additional charges for this work (if applicable) shall be mutually agreed upon.

Appendix 3: Bid Attachment “A” / KONE Inc. General Terms and Conditions (Modernization)

1. APPLICATION OF THESE TERMS
The parties agree to be bound by the terms and conditions contained in the Bid Letter, this Bid Attachment A and Bid Attachment B, including the documents incorporated herein by reference (collectively, the “Proposal”).

2. SPECIAL PURCHASING REQUIREMENTS
This Proposal is made without regard to compliance with any special sourcing and/or manufacturing requirements including, but not limited to, Buy America, Buy American, U.S. Steel, FAR clauses, minority / disadvantaged supplier requirements or similar federal and/or state procurement laws. Should such requirements be applicable to this Project, KONE reserves the right to modify and/or withdraw its Proposal.

3. PROPOSAL CONDITIONS
The Proposal shall be open for acceptance within the period stated in the Bid Letter or, when no period is stated, for a period of 30 days from the date of the Bid Letter. Prior to commencing manufacture of the equipment described in the Bid Letter (“Equipment”), KONE must have (i) a fully executed contract; (ii) a schedule acceptable to KONE identifying the Equipment installation start date, or alternatively, KONE’s letter specifying the ship date (“Ship Date Letter”) signed by Customer, which, as applicable, is incorporated by reference herein; (iii) the first payment in Section 4 herein; and (iv) fully approved KONE layouts.

4. PAYMENT TERMS
Payment of the total Price is due within 30 days from invoice date, as follows:

- 30% of the Price for engineering, site management, and overhead, billable and due upon execution of this Proposal or receipt of the subcontract.
- 50% of the Price for material and shipping, billable and due upon delivery of material to the jobsite or KONE Distribution Center.
- 20% of the Price for Equipment installation, billable and due at the billing cycle following the start of installation.

KONE imposes a surcharge for payments made via credit card that is not greater than our cost of acceptance. The surcharge that we impose for this type of transaction is a percentage of the amount paid via credit card, which will be notified to the Customer at the payment portal. KONE reserves the right to delay, suspend, or stop the work, including manufacturing, delivery, installation and/or Equipment turnover, for non-payment, without liability to KONE or being held in default. Simple interest at 1.5% per month shall be charged on amounts not paid when due. Payments to KONE are not contingent on any third-party payments to Customer. Customer shall reimburse KONE for all costs of collection, including courts costs and reasonable attorneys’ fees.

Prior to turnover, KONE must be paid in full, less 10% maximum retention, the Price including all change orders. Retention shall be due and payable within 30 days of execution of the Uniform Final Acceptance or Equipment turnover, whichever occurs first. If certified payroll reporting is required, KONE will submit the requested reporting in the format of the U.S. Department of Labor form WH 347 & WH 348. The Price does not include Textura or any other special billing requirements, which can be added via change order at a rate of 0.3% of the Price.

5. INSTALLATION
Customer shall be responsible for procurement and cost of all permits, except permits related to installation of the Equipment. Where KONE’s scope of work or other responsibilities include the obligation to utilize materials and/or finishes resembling or identical to those pre-existing in the building, KONE shall use reasonable efforts to procure such materials and Customer acknowledges and accepts that the materials and/or finishes reasonably available may not be in all respects identical to those pre- existing in the building. This Proposal is conditioned upon KONE using its standard installation method. The installation of the Equipment shall start after Customer has completed all work set forth in Bid Attachment B and any other documents describing site requirements (“Site Requirements”), all of which are incorporated by reference herein. Within two (2) weeks prior to the scheduled delivery date for KONE’s materials, KONE shall conduct a standard visual site survey to verify that the Site Requirements are complete and notify Customer if there are outstanding deficiencies preventing KONE from beginning installation.

KONE’s site survey may include, but is not limited to, inspection of site access, working and safety conditions on site, wear and tear of any existing structures or surfaces, and planning of any dismantling or removal of existing equipment, components and materials, where applicable. KONE shall not be deemed to have surveyed any hidden structures, latent defects, subsurface conditions, or other non-visible matters, including but not limited to searching for hazardous substances and/or materials, which shall be subject to Section 16. If KONE’s site survey reveals any deficiencies, KONE shall be entitled to delay the start of installation and Customer shall be responsible for all additional costs incurred by KONE, including without limitation, costs associated with labor reallocation, re- directing materials to and storage in a KONE Distribution Center, additional labor for double handling of materials, and additional trucking, freight and insurance. Once the Site Requirements are completed, the start of installation shall be subject to the availability of labor and the delivery of material, if applicable.

KONE’s work shall be performed during regular union working hours of regular working days, Monday to Friday, statutory holidays excluded. If overtime is mutually agreed upon and performed, the additional costs for such work shall be added to the Price at KONE’s standard overtime rates. If the installation cannot be performed in an uninterrupted manner for any reason beyond KONE's control, Customer shall store the Equipment at Customer's cost and compensate KONE for any costs caused by such delay including, but not limited to, double handling of Equipment and demobilization. KONE shall not be required to perform overtime, or any Customer directed change to its work (“Extra Work”) without an executed change order. No action by KONE, including but not limited to, performing Extra Work without an executed change order, shall be a waiver of KONE’s right to seek payment for Extra Work performed.

KONE shall be entitled to an extension of time and an equitable adjustment in the Price, including but not limited to, any increased costs of labor, including overtime, resulting from any change of schedule, re-direction of KONE personnel to another work area, acceleration, or out of sequence work.

KONE shall take reasonable methods to protect its work-in-place while KONE is actively on site and until execution of a KONE Uniform Final Acceptance, which is incorporated by reference herein. Should damage occur to KONE property, material or work-in- place by fire, water, theft or vandalism, Customer shall compensate KONE for said damages.

Additionally, the Customer is solely responsible for ensuring that the equipment maintenance contractor, if not KONE, does not disturb, delay or interfere with KONE's work. KONE shall abide by Customer's safety policies and procedures to the extent such policies and procedures are not in conflict with KONE's Safety Policy. Testing and/or security features of Equipment must be completed before Equipment turnover. KONE is not responsible for damages, either to Equipment or the building, or for any personal injury or death, arising out of or resulting from any code required safety tests performed on Equipment or hoistway access granted by Customer to other trades.

6. TEMPORARY USE
Temporary use of certain types of Equipment may be permitted, provided the use period allows adequate time for Equipment restoration for final turnover and Customer executes KONE's Temporary Use Agreement. Temporary use shall be invoiced separately and subject to payment terms in Section 4 herein. At the end of temporary use, Customer shall return the Equipment to KONE in "like new" condition.

7. HAZARDOUS MATERIALS
KONE's work shall not include any abatement or disturbance of asbestos containing material ("ACM"), presumed asbestos containing materials ("PACM"), or other hazardous materials (i.e. lead, PCBs) (collectively "HazMat"). KONE shall have the right to discontinue its work in any location where suspected HazMat is encountered or disturbed. Any HazMat removal or abatement, or delays caused by such, required in order for KONE to perform its work shall be Customer's sole responsibility and expense. Should any HazMat abatement occur within the shaft or machine room, Customer shall execute KONE's Hoistway or Pit Access Request. If any HazMat is known to be present on site before the start of work, HazMat removal or abatement shall be completed prior to KONE scheduling installation and delivering material.

8. TITLE AND RISK TO EQUIPMENT
Title to and ownership of all Equipment intended for incorporation in KONE's work, whether installed or stored on or off site, shall remain with KONE until final payment is made. Risk of loss in KONE's work and Equipment passes to Customer upon delivery to the site or off-site storage.

Any tools, devices, or other equipment that KONE uses to perform its work or monitor the Equipment remains the sole property of KONE. If this Proposal terminates or expires for any reason, Customer will give KONE access to the premises to remove such tools, devices or equipment at KONE's expense.

9. TURNOVER
Prior to turnover, KONE must receive a final punch list. Upon turnover, KONE requires a signed Uniform Final Acceptance. KONE shall provide its standard electronic O&M manuals with CD-ROMs in electronic format, if applicable, upon execution of the Uniform Final Acceptance. Standard KONE samples shall be provided upon request. No mock-ups or video training are included in the Price.

10. DELAY
KONE shall not be liable for any loss, damage, claim, or delay due to any cause beyond KONE's control, including, but not limited to, acts of domestic or foreign government (including a change in law), strikes, lockouts, work interruption or other labor disturbance, delays caused by others, fire, explosion, theft, floods, inclement weather, riot, civil commotion, war, malicious mischief, infectious diseases, epidemic, pandemic, quarantine, border or port of entry and exit restrictions or acts of God.

In the event of such delays, KONE shall be entitled to an extension in time equal to the length of such delay affecting KONE and an equitable adjustment in the Price. Customer shall compensate KONE for labor and material cost escalations resulting from Project delays not caused by KONE, which extend completion of KONE's work beyond the end of the current calendar year. Customer is on notice that IUEC labor rates increase annually.

11. LIMITED WARRANTY
For one (1) year after the acceptance date set forth in the signed Uniform Final Acceptance, date of Equipment turnover, or date of Customer's use of Equipment (unless such use is pursuant to the Temporary Use Agreement), whichever occurs first, KONE warrants Equipment against defect in workmanship and material. The warranty excludes remedy for damage or defect caused by abuse, misuse, vandalism, neglect; repairs, alteration or modifications not executed by KONE; improper or insufficient maintenance, improper operation, characteristics of the building such as electrical power or security features, natural or other catastrophe such as flood, fire, or storm, or normal wear and tear and normal usage. The warranty excludes training or instruction in the proper operation or maintenance of Equipment. Specific noise ratings and energy efficiencies cannot be guaranteed due to different building characteristics and ambient noise levels. Customer's remedy is limited to repair or replacement of a defective part, in KONE's sole discretion, and excludes labor.

12. INDEMNIFICATION
KONE shall only indemnify and hold Customer harmless for claims, damages, losses or expenses, but excluding loss of use ("Claims") due to bodily injury, including death, or tangible property damage (other than the Project or KONE's work itself) to the extent caused by KONE's negligent acts or omissions. KONE shall not indemnify Customer for any other Claims. Customer agrees to indemnify and hold KONE harmless from any Claim for bodily injury, including death, or tangible property damage in connection with the use or operation of the Equipment. Each party shall defend itself in the event of a Claim.

13. INTELLECTUAL PROPERTY
KONE shall retain title and ownership of all intellectual property rights relating (directly or indirectly) to the Equipment provided by KONE, including but not limited to software or firmware (whether in the form of source code, object code or other), drawings, technical documentation, or other technical information delivered under the Proposal. KONE grants Customer a non-exclusive and non-transferable license and right to use the software and firmware in connection with the use and maintenance of the Equipment. Customer shall not use any drawings, technical documentation or other technical information supplied by or on behalf of KONE for any purposes other than those directly related to the Proposal or to the use and maintenance of the Equipment. Customer shall not in any form copy, modify or reverse engineer the software, or give access to the software for such use to any third party without KONE's prior written consent.

14. INSURANCE
In lieu of any Customer insurance requirements, KONE shall provide its standard certificate of insurance, which shall be deemed to satisfy all insurance requirements for this Project. KONE shall not provide loss runs, insurance rate information, copies of its insurance policies or any other information which KONE considers confidential. KONE shall not provide coverage for professional (E&O) liability, pollution liability, data privacy/security, or no-fault medical payments. If the Project is covered by a Wrap Up Insurance Program, KONE agrees to participate provided there is no cost to KONE, no reduction in the Price, and subject to KONE's review of the proposed program. If KONE's primary limits are sufficient to satisfy insurance coverage requirements, excess/umbrella liability will not be required or if excess/umbrella is required, KONE's excess coverage does not follow form although typically provides broader coverage than KONE's primary policies. The excess coverage is not AM Best Rated nor licensed to do business within the jurisdiction although the carrier has strong Standard & Poor's and Moody's financial ratings that may be evidenced upon request.

15. LIMITATION OF LIABILITY
In no event shall either party be liable to the other party for any consequential, special, punitive, exemplary, liquidated, incidental, or indirect damages (including, but not limited to, loss of profits or revenue, loss of goodwill, loss of use, increase in financing costs) (collectively, "Consequential Damages") that arise out of or relate to this Proposal even if such party has been advised of the possibility of such Consequential Damages. The limitation set forth in this section shall apply whether the claim is based on contract, tort or other theory.

16. CONCEALED OR UNKNOWN CONDITIONS
If during the course of its work, KONE encounters conditions at the site that are subsurface, differ materially from what is represented in the contract documents, or otherwise concealed physical conditions, KONE shall be entitled to an extension of time and additional costs for the performance of its work, which shall not be subject to any payment conditions or contingencies.

17. TECHNICAL SURVEY
KONE's Price and obligations under this Proposal are subject to a technical survey to be performed on Customer's existing units within 90-days of the effective contract start date. If a safety hazard or code violation is identified during KONE's technical survey, Customer shall immediately remove the unit from service until repairs are performed. KONE is not obligated to perform tests, correct outstanding violations or deficiencies that were not addressed by the prior service provider and/or the owner, or make related necessary repairs or component replacements on the unit. If additional work is necessary, KONE shall provide a separate proposal or recommendation for such work. Customer agrees to indemnify, defend, and hold KONE harmless for any claims arising out of Customer's failure to comply with KONE's recommendations and proposal, and any obligation on the part of KONE to indemnify or defend Customer with regard to such claim shall be null and void. If Customer does not immediately approve KONE's proposal or recommendation, KONE reserves the right to terminate this Proposal/contract without penalty.

18. TERMINATION
If a party materially breaches this Proposal, the other party shall provide written notice of the breach and a reasonable time to cure the breach, but in no event less than 30 days. If the breaching party fails to cure the breach within the specified time period, the non-breaching party may terminate the Proposal upon 15 days written notice to the other party. If KONE notifies Customer of a material breach pursuant to this paragraph, KONE may temporarily suspend its work without liability.

19. GOVERNING LAW AND DISPUTE RESOLUTION
The parties agree that this Proposal shall be governed by the laws of the state where the Project is located, and venue for disputes shall be located in that state. KONE does not agree to participate in arbitration proceedings.

20. PRICE ADJUSTMENT
KONE shall be entitled to an equitable adjustment in the Price, including but not limited to, any increased costs between the time the Contract is signed and the date of manufacture for materials, labor, or shipping, as well as increased costs resulting from any change in law or tariffs.

21. 24/7 EMERGENCY VIDEO COMMUNICATIONS
Applicable only for projects where KONE 24/7 Emergency Video Communications is included: The KONE 24/7 Emergency Video Communications contract addendum and General Terms and Conditions for KONE Digital Services must be signed by the Building Owner. This contract addendum requires the Building Owner to pay a fee for audio, video, and data connectivity. This payment obligation, among other provisions, survives termination of any maintenance agreement.

22. MISCELLANEOUS
This Proposal, including the documents incorporated herein by reference, constitutes the entire agreement of the parties and supersedes all prior negotiations, understandings, and representations whether written or oral in relation to the subject matter hereof. Where a conflict or ambiguity exists between this Proposal and any other contract document (including but not limited to, Customer's drawings and specifications), the terms and conditions of this Proposal shall control. This Proposal may be amended only in writing by the duly authorized representative of both parties. This Proposal may be executed in one or more counterparts. Each counterpart shall be considered an original and all of the counterparts shall constitute a single agreement binding all the parties as if all had signed a single document. For purposes of executing this Proposal, a document signed by electronic means is to be treated as an original document. The failure of either party to insist upon performance or strict performance of any of the terms or conditions of this Proposal shall not be deemed a waiver of any rights or remedies that such party may have or a waiver of any subsequent breach or default under this Proposal. Neither party may assign or transfer the benefit or burden of this Proposal without prior written consent of the other party.

Appendix 4: Bid Attachment “B” / Site Requirements & Work by Other Trades

The work described below is a summary of work to be performed by others (“Work by Other Trades”) that may be required in conjunction with the elevator modernization performed by KONE (the “Work”). Purchaser shall provide any and all building electrical, structural and mechanical system upgrades required for code compliance, life safety, and proper equipment installation and operation. The Authorities Having Jurisdiction (AHJ) may require additional remedial or preparatory work. All required remedial or preparatory work shall be performed by properly licensed trade contractors in compliance with applicable codes and based on a schedule of performance that allows for uninterrupted progress of the Work. Under no circumstances shall KONE be responsible for any cost associated with the performance of remedial work by others. Purchaser shall provide the following unless specifically included in KONE’s Work:

1. ELECTRICAL

- A properly rated three phase fused disconnect switch, externally operable and lockable in the open position, located as required by code. Accommodate any increases in motor size or feeder loads.
- A dedicated 110 VAC fused disconnect switch, externally operable and lockable in the open position adjacent to the machine room door for cab lighting and ventilation, located as required by code.
- Shunt-trip disconnect if fire sprinklers are present in machine room or hoistway.
- GFI 120 VAC convenience outlets in machine room and pit.
- Separate outlet in the pit area if a sump pump is installed.
- Telephone line service brought to the elevator machine room for emergency communication device.
- Any required RF shielding of TV or radio transmitters, antennae and/or wave-guides.
- Conduit with pull boxes from each elevator bank to any remote fire control or communication panels specified.
- Provide a separate 15-amp, 115 VAC fused service with ground (powered by building emergency power system, when available) for KONE 24/7 Emergency Communications, when specified. Must include the means to disconnect each service and lock-off in the “open” position (NFPA 70 article 620.22 and 620.53 or CEC article 38.22 and 38.53).

If required by building code: standby/emergency power, sufficiently sized to provide power of permanent characteristics to each elevator’s disconnect, simultaneously, upon loss of regular power, including feeders, transfer switches and auxiliary contact signal outputs to elevator controllers.

2. MACHINE ROOM

- A code-compliant machine room. Provide or maintain fire rating as required by building code.
- Fire-rated door for access into the machine room. Door shall be self-closing and self-locking, operable from inside the room without the use of a key.
- Independent ventilation or an air conditioning system for the elevator machine room, to assure temperature is maintained between 65 degrees and 95 degrees Fahrenheit.
- Fire extinguisher inside machine room.
- Minimum clear machine room height of 7’-0”.
- Suitable lighting that provides a minimum of 19 ftc at floor.
- Removal of any non-elevator related equipment and materials from within the machine room and proper disposal of oil and other hazardous or non-hazardous substances and materials.

3. HOISTWAY

- A code-compliant hoistway, constructed in accordance with KONE's requirements and specifications. Provide or maintain fire rating as required by building code.
- Patching of all holes in hoistway walls with fire rated material.
- Beveling all ledges within hoistway measuring over 4”.
- Removal of any non-elevator related equipment and materials from within the hoistway and proper disposal of oil and other hazardous or non-hazardous substances and materials.
- A guarded light fixture and light switch in pit. Switch must be located 42” above the lowest landing floor level.
- A means of displacing water located in the pit and containing and disposing of oil, chemicals, and other substances in compliance with environmental laws and regulations (KONE assumes no responsibility for discharge of oil, chemicals, and other substances into storm water systems, sanitary sewer systems, retention ponds, etc.). Elevator hoistway ventilation to the outside atmosphere as required by building code.

4. FIRE SERVICE

- Fire alarm smoke detectors with wiring and relays in the machine room terminating at elevator controller.
- Fire alarm initiating devices must be located in front of each elevator entrance as well as in the machine room and at the top of the hoistway.
- Where sprinklers exist in the machine room and/or hoistway, a fire alarm initiating device within 12” of each sprinkler head.

5. ACCESS INTEGRATION/SECURITY

- Our proposal includes KONE logic and provisions for the specified Touchscreen(s), Keypad Destination Operating Panel(s), Monitoring System(s) and Multi-Media Equipment.
- Card Readers and/or any additional required hardware & software for proper functionality of access control/security system(s) shall be furnished and installed by others.
- Any required software to ensure proper communication between KONE control system(s) and building system(s) shall be the responsibility of others.
- A designated 115V 15A circuit is required at each of the remote monitoring stations.
- KONE recommends a minimum 100 Mbit/s Ethernet for each of the following application(s): Integrated Touchscreen/Keypad Destination Operating Panels, Monitoring System, Multi-Media Equipment, and Card Readers.

6. COUNTERWEIGHTING

- Pricing is based upon the existing car to counterweight weight ratio being consistent with elevator industry standards. This is defined as the counterweight weight being equal to the empty car weight plus 40%. The actual assemblies will be weighed during the modernization process. If modifications are required to correct the existing weight balance, these modifications will be provided at additional cost.

7. RK1 FUSES AND CIRCUIT BREAKERS

- Fuses are to be current limiting class RK1 or equivalent. Circuit breakers are to have current limiting characteristics equivalent to RK1 fuses. Provisions of these fuses are the responsibility of others, not KONE.

8. GENERAL

- Access to the building to perform the Work and for deliveries with dry, protected storage adjacent to the hoistway.
- Cutting of existing walls, floors and finishes, together with all repairs made necessary by such cutting or changes, e.g. cutting of lobby walls for flush hall fixtures and removal of encroaching lobby features such as wall-mounted ashtrays. Removal, replacement, and/or repair of any mirrors, millwork, plaster, stone or other special hall finishes.
- All work of other trades must be complete and ready at time of first elevator inspection, or elevator will not be released for operation by the AHJ. If the AHJ does allow temporary operation under a Temporary Operating Inspection (TOI), any associated costs shall be Purchaser's responsibility.
- Our tender is based on suitable site conditions, material and tooling storage space, and bathroom access being available on site.
- Safe working environment must be provided and supported by provision for adequate entrance protection, means of hoisting, hoistway dividing screens, and protection of floors walls and doors etc.
- Emergency evacuation procedures to be clearly defined where required. Subject to site survey and actions agreed.
- Any portion of the Work that is subject to the permissions of local authorities beyond the elevator permits must be identified to KONE. Responsibility for permits to be agreed. Permits and appropriate signage indicating any changes to pedestrian access routes for building users must be in place prior to start of the Work.
- Elevator installation methods requires the integrity of the existing Safety Gear and Overspeed protection devices, and are therefore subject to verification of suitability prior to commencement of the work. Any remedial work required or alternative solution is not included in this tender.
- If KONE 24/7 Emergency Video Communications: For units with travel greater or equal to 60 ft (18 m), or if located in a seismic zone and the code year is 2016 or later (regardless the travel): Customer will provide a dedicated Windows-based PC or laptop with Chrome browser and 24-hour/day Internet access. This computer must be accessible by emergency personnel to communicate through voice and text with people in the elevator and to have a video display of the cab interior.

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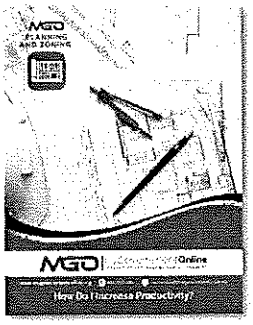

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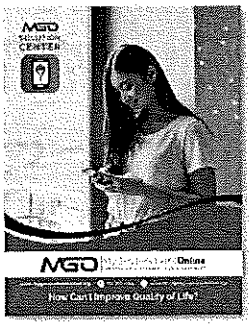

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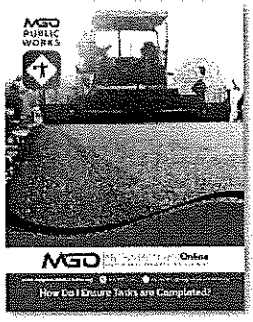

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- Kristy Stark, Assistant Director Planning & Development Services

SCPDC
South Central Planning & Development Commission

5058 W. Main St., Houma, LA 70360-4900 • P.O. Box 1870, Gray, LA 70359
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About Us

South Central Planning & Development Commission (SCPDC) is an Economic Development District (EDD) established in 1978 under Federal and State Law. In the wake of Hurricane Katrina in 2005, our member jurisdictions regionalized the permit process with SCPDC. This enabled us to create an automated suite of software applications that has grown into a multi-state offering.

MyGovernmentOnline (MGO) offers a complete system of everything that is needed to automate the Permits & Licensing process: Customer Portal web & mobile apps, digital plan review, work order management, project management, contractor licensing and renewals and much more. All of this is provided at no upfront cost and only a low monthly fee once live. MGO is an enterprise fund within South Central Planning & Development Commission, a fellow permit office and government agency. Currently we work with hundreds of jurisdictions from over twenty-two states.

Services We Provide

Permitting - Property information, Permit types and sub-types, Permit Description, Owner/applicant information, fees, inspections, actions, contractors' information, images, violation notices, reports, QR codes, reviews of other agencies/departments, dates, times, etc. This includes building permits and sign permits. Ability to submit applications online. Ability to pay for permits online with payment provider integration. Ability to track a Contractor's Liability and Worker's Compensation insurance.

Planning & Zoning - Owner information, tax parcel numbers, address, Application Type, Project type, images, reviews of other agencies/departments, actions, meeting dates and minutes, QR codes, dates, times, automatic workflows, letter generation, digital plan review, bond tracker, submit and manage files, drag and drop scheduling, etc.

Code Enforcement Complaints - Property information, Complaint types, Complainant information, Complaint description, inspections, violations, actions, images/PDFs, violation notices, accusatory and court documents, reports, QR codes, work orders for abatements, abatement fees, dates, times, etc.

Custom Business Licensing Module – Track owner/applicant information, property information, license types and sub-types, permit description, fees, renewal fees, issued and expiration dates, inspections, management for associated files, actions, contractor information, images, violation notices, reports, QR codes, reviews by other agencies or departments, related permits, dates, times, and custom fields. Ability to submit applications online. Ability to pay for permits online with payment provider integration. Ability to track a Contractor's Liability and Worker's Compensation insurance.

Jeff Naquin – Chairman – Police Juror – Assumption Parish
Archie Chaisson – Vice-Chairman – Parish President – Lafourche Parish Council
Ellis Alexander – Treasurer – St. Charles Parish
Jason Bergeron – Secretary – Parish President – Terrebonne Parish Council
Kevin Belanger – CHIEF EXECUTIVE OFFICER

Seamless Integration Across All Modules – Verify addresses with GIS integration. Alerts about other permits at the same address. One login for all users that allows for cross-department collaboration. Flag contacts with expired licenses or other documentation. One login for the public to manage permits and applications with any other jurisdiction that uses MGO.

GIS Integration - Owner information, tax parcel numbers, address, user defined fields (year built, construction type, occupancy load, occupancy class, zoning district, historic districts, flood plains, square footage, sprinklers, fire alarms, elevators, emergency plans, etc.), images/PDFs, number of buildings, number of permits Open/Closed, number of Fire inspections Open/Closed, number of Complaints, Open/Closed, additional contacts, reports, QR codes, dates, times, etc.

Training & Support – Customer and staff member phone and email support – No cost.
On-site training visits – costs are reimbursement for travel expenses plus a 20% administrative fee.

Add-on Services – Additional modules available: Asset Tracking, Public Works, Occupational Licensing, and more.

References

THE CITY OF SAN MARCOS	Elizabeth Ehlers, Assistant Director of Development Services **City of San Marcos** Planning & Development Services 630 E Hopkins San Marcos, TX 78666 512-805-2640
IRVING TEXAS	Wayne Snell, Inspections Director **City of Irving** 825 W. Irving Blvd. Irving, TX 75060 (972) 721-4900
ESCAMBIA COUNTY FLORIDA	Jennifer Hampton, Division Manager **Escambia County Building Services** 3363 West Park Drive Pensacola, FL 32505 (850) 595-4560 or (850) 554-2849

SCPDC
South Central Planning & Development Commission

5058 W. Main St., Houma, LA 70360-4900 • P.O. Box 1870, Gray, LA 70359
Phone: (985) 851-2900 • Fax: (985) 851-4472

Parishes: Assumption • Lafourche • St. Charles • St. James • St. Mary • St. John • Terrebonne
Municipalities: Baldwin • Berwick • Franklin • Golden Meadow • Gramercy • Lockport • Lutcher • Morgan City • Napoleonville • Patterson • Thibodaux

MGO | MyGovernmentOnline
CREATED BY GOVERNMENT FOR GOVERNMENT

Customer

City of Bay St. Louis
688 Highway 90
Bay St. Louis, MS 39520

Module Description	Monthly License Fee
MGO - Permit annual license fee *(500-1000 permit package)*	$500.00
Code Enforcement Module annual license fee	$99.00
Planning & Zoning Module annual license fee	$300.00
Business Licensing Module annual license fee	$100.00
Grant Management Module *Included based on total agreement*	Included
TOTAL MONTHLY FEES:	**$999.00**

Invoicing: SCPDC will invoice Licensee at the beginning of each month. The invoices shall be payable within 30 days of the date of the invoice.

Other fees: Implementation and Training costs are only reimbursements of On-Site Visits. Reimbursement of lodging, transportation, and meals, plus a 20% administrative fee.

Data Migration Costs: Standard Data Migration fees are included with the monthly license fee.

INTERGOVERNMENTAL AGREEMENT
FOR LICENSING SCPDC SOFTWARE LICENSE AND SERVICE AGREEMENT

1. PARTIES AND PURPOSE

1.1. City of Bay St. Louis ("Licensee"), a Political Subdivision of the State of Mississippi domiciled in Bay St. Louis.

1.2. The South Central Planning and Development Commission ("Licensor") or ("SCPDC") is a regional planning commission and Political Subdivision of the State of Louisiana, domiciled in Terrebonne Parish. The district was established in 1973 and created by law in 1978 under state act 472. The statute allows its member governmental entities to come together through SCPDC to provide long range planning, act as a state and federal liaison, provide guidance and study current issues affecting government, and provide services to business and citizens.

1.3. SCPDC has created a unique suite of government management software modules collectively called MyGovernmentOnline (MGO) software (the "SCPDC Software") and this contract is entered into among Licensee and SCPDC to license Licensee to use specified modules of the SCPDC Software under certain terms and conditions.

This INTERGOVERNMENTAL AGREEMENT (the "Agreement") is entered into by and between Licensor and Licensee, and describes the terms and conditions pursuant to which Licensor shall license to Licensee the use of, and provide services and support for, certain Software (as defined below).

In consideration of the mutual promises and upon the terms and conditions set forth below, the parties agree as follows:

2. DEFINITIONS

2.1 "CONFIDENTIAL INFORMATION" means this Agreement, including all of its terms, and all its Schedules, any addenda hereto signed by both parties, all Software listings, Documentation, information, data, drawings, benchmark tests, specifications, trade secrets, object code and machine-readable copies of the Software, source code relating to the Software, and any other proprietary information supplied to Licensee by SCPDC, or by Licensee to SCPDC and clearly marked as "confidential information", including all items defined as "confidential information" in any other agreement between Licensee and SCPDC whether executed prior to or after the date of this Agreement.

2.2 "DOCUMENTATION" means any on-line help files, instruction manuals, training materials, operating instructions, user manuals, and specifications provided by SCPDC which describe the use of the Software and which either accompany the Software or are provided to Licensee at any time by SCPDC.

2.3 "EFFECTIVE DATE" means the later of the dates on which Licensee and SCPDC have signed this Agreement.

2.4 "EQUIPMENT" means the computer system, including peripheral equipment and operating system software, specified in Schedule B.

2.5 "MAJOR AND MINOR UPDATES" shall mean updates, if any, to the SCPDC Software. Major Updates involve additions of substantial functionality while Minor Updates do not. Major Updates are designated by a change in the number to the left of the decimal point of the number appearing after the product name while Minor Updates are designated by a change in such number to the right of the decimal point. Example, MyPermitNow version X.0 (major update) and MyPermitNow version 0.Y (minor update). SCPDC is the sole determiner of the availability and designation of an update as a Major or Minor Update. Where used herein "Updates" shall mean Major or Minor Updates interchangeably.

2.6 "SITE" means each physical location, or each Internet link accessible by end-users through Licensee's Web Site, at which Licensee and its customers are entitled to Use the Software.

2.7 "SOFTWARE" means the computer software programs and modules specified in Schedule A and otherwise provided for Licensee use pursuant to this Agreement.

2.8 "USE" means loading, utilization, storage or display of the Software by Licensee for its own internal information processing, and utilization by end users accessing Licensee's Web Site through the Internet.

2.9 "PERMIT" shall mean any type of permit, including but not limited to, new construction permit, building permit, structure renovation permit, mechanical permit, plumbing permit, gas permit, electrical permit, and sign permit. Multiple permits listed under one number shall not be considered a single permit when calculating funds owed SCPDC pursuant to the terms of the Agreement.

3. LICENSE, DELIVERABLES AND COPIES

3.1 LICENSE GRANT.

(a) Subject to the terms of this Agreement, Licensor grants to Licensee a nonexclusive, nontransferable, royalty-bearing user license ("License") during the term of this Agreement to use the Licensor's Software, through Internet access only, solely for purposes of using the Licensor's products known collectively as MyGovernmentOnline Software Modules. The scope of the License encompasses Licensee's internal use of Licensor's Software in connection with providing services to Licensee's customers and includes the following purposes: (1) enabling members of the public to access Licensee's portal via the Internet to (A) electronically submit permit applications and associated documents to Licensee for review, (B) track the status of permit applications, and (C) schedule inspections and receive real-time notification of inspection results via email and phone messaging; and (2) enabling Licensee's employees, officials, and agents to (A) electronically receive, track, process, manage, research, and store applications for Licensee

permits, and (B) obtain customized reports regarding permit applications and associated documents. Except as otherwise provided by Schedule A, the License excludes any sublicensing of Licensor's Software, uploading or otherwise transferring, or providing direct access to, the Licensor's Software to any third party without Licensor's prior written consent, including access by any third party to the Licensor's Software on a stand-alone basis. License granted hereunder includes the use of Documentation in connection with Use of the Software.

(b) OWNERSHIP. SCPDC and its licensors solely own all right, title and interest in and to the SCPDC's Software, and reserve all rights therein not expressly granted under this Agreement. This license transfers to Licensee neither title nor any proprietary or intellectual property rights to the Software, Documentation, or any copyrights, patents, or trademarks, embodied or used in connection therewith, except for the rights expressly granted herein.

(i) Without limiting the generality of the foregoing, except as expressly stated in paragraph (a), Licensee may not directly or through any third party (a) transfer or sublicense, in whole or part, any copies of the SCPDC Software to any third party; (b) modify, decompile, reverse engineer, or otherwise attempt to access the source code of the SCPDC Software; or (c) copy the SCPDC Software, except such copies of the records as necessary for reasonable and customary test instances, production instances, back-up and disaster recovery purposes. Licensee will not delete or alter the copyright, trademark or other proprietary rights notices of SCPDC and its licensors included with the SCPDC Software as delivered to Licensee, and will reproduce such notices on all copies of the SCPDC Software. If derivative works of the SCPDC Software are prepared by or on behalf of Licensee based on suggestions or requests by Licensee, SCPDC will solely own such modifications.

(ii) The Licensee may develop products that interface or are intended for use with the SCPDC Software ("Add-On Products") with SCPDC's express written permission.

3.2 DELIVERABLES. SCPDC shall provide an Internet accessible software service and solution that meets all the terms, conditions, specifications, and requirements set forth in this document. All services shall be performed for the prices set forth in Schedule A. SCPDC shall provide maintenance and support of the Software under the terms and conditions set forth in Schedule C, Maintenance and Support.

3.3 COPIES. The License includes the right to copy and reprint Documentation, or portions thereof, for use with the Software in accordance with the rights granted hereunder including for backup/archival purposes, training, internal Licensee intranet posting and other uses consistent with the License. Whenever Licensee is permitted to copy or reproduce all or any part of the Documentation, all titles, trademark symbols, copyright symbols and legends, and other proprietary markings must be reproduced.

4. LICENSE RESTRICTIONS.

Except as otherwise provided in Schedule A, Licensee agrees that it will not itself, or through any parent, subsidiary, affiliate, agent or other third party: (a) sell, lease, license or sub-license the Software or the Documentation; (b) decompile, disassemble, or reverse engineer Software, in

whole or in part; (c) write or develop any derivative software or any other software program based upon the Software or any Confidential Information; (d) use the Software to provide services on a 'service bureau' basis; or (e) provide, disclose, divulge or make available to, or permit use of the Software by any unauthorized third party without SCPDC's prior written consent.

5. LICENSE FEE, COMPENSATION FOR SERVICES, & EXPENSES

5.1 LICENSE FEE. In consideration of the license granted pursuant to Section 3.1. Licensee agrees to pay SCPDC the annual License Fee specified in Schedule A. Licensee shall pay SCPDC a fee based on Licensee's use of the SCPDC Software, determined according to the terms set forth in Schedule A. It is expressly agreed that the Licensee will not house transactions that are the basis of fees paid to SCPDC in another system with the intention of avoiding the responsibility of paying fees to SCPDC for the term of this Agreement. Should SCPDC determine that Licensee violates this provision, SCPDC, at its expense and on reasonable notice, may cause such Licensee's records to be audited during regular business hours at Licensee's facilities. If an audit reveals underpayment of fees due under this Agreement, all such amounts will be promptly paid with interest at the prevailing U.S. dollar prime rate accruing from the original due date. If any such underpayment exceeds 5% of the fees due for the period audited, Licensee will also pay SCPDC's reasonable costs of conducting the audit.

5.2 TAXES. SCPDC and Licensee are both tax exempt entities and no taxes are expected from this transaction. The parties are exempt from paying sales tax. In no event shall the parties be liable for any personal property taxes which may otherwise be levied on the other or on any taxes levied on either parties' employees' wages or any other taxes which may otherwise be required to be paid by the parties under federal or state law.

5.3 SERVICES. SCPDC shall provide all services as described in "Schedule A" for the fees described in "Schedule A".

5.4 EXPENSES. License Fee and the fees for services do not include Reimbursable Expenses. SCPDC will bill Licensee for identified Reimbursable Expenses and Licensee shall reimburse SCPDC.

Reimbursable Expenses shall mean expenses incurred directly in connection with the services performed pursuant to this Agreement by SCPDC for travel and transportation. Lodging, airline costs, Mileage, and food reimbursement will be based on the Federal GSA per diem rate as found on GSA.gov. Travel expenses for car rental expenses shall be for actual cost.

5.5 INVOICES. All invoices under this Agreement shall be sent to the attention of
City of Bay St. Louis
Attn: Accounts Payable
688 US-90
Bay St. Louis, MIS

Payment will be processed according to the regular payment procedures of the Licensee.

6. MAINTENANCE AND SUPPORT.

There shall be no separate fee for maintenance and support. The annual License Fee includes all maintenance and support described in this Agreement and Schedule C.

7. LIMITED WARRANTY AND LIMITATION OF LIABILITY

7.1 LIMITED WARRANTY. SCPDC warrants for the term of the contract from the Effective Date (the "Warranty Period") the Software will perform in substantial accordance with the Documentation under normal use. If during the Warranty Period the Software does not perform as warranted (a "Non-Conformance"), SCPDC shall undertake to correct such Non-Conformance, or if correction is reasonably not possible, replace such Software free of charge. If neither of the foregoing is commercially practicable, SCPDC shall terminate this Agreement and refund to Licensee the License Fee. THE FOREGOING ARE LICENSEE'S SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF WARRANTY. The warranty set forth above is made to and for the benefit of Licensee only. The warranty will apply only if:

(a) the Software has been properly used at all times and in accordance with the instructions for Use; and

(b) no modification, alteration or addition has been made to the Software by persons under the control of Licensee (except pursuant to the authorized Use of the Software specified in Schedule A) except as authorized in writing by SCPDC; and

(c) Licensee has not requested modifications, alterations or additions to the Software that cause it to deviate from the Documentation;

(d) SCPDC warrants that it possesses all of the right, title, interest and authority to enter into this agreement with Licensee. SCPDC also warrants that no lawsuit or claim concerning the Software is currently pending.

Any pre-production versions of the Software distributed to Licensee are delivered "as-is," without any express or implied warranties. No employee, agent, representative or affiliate of SCPDC has authority to bind SCPDC to any oral representations or warranty concerning the Software. Any written representation or warranty not expressly contained in this Agreement will not be enforceable.

7.2 DISCLAIMER. EXCEPT AS SET FORTH ABOVE, SCPDC MAKES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE SOFTWARE OR THE DOCUMENTATION, OR ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO LICENSEE UNDER THIS AGREEMENT, INCLUDING MAINTENANCE AND SUPPORT. SCPDC SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT WITH RESPECT TO THE SOFTWARE, DOCUMENTATION AND SAID OTHER MATERIALS AND SERVICES, AND WITH RESPECT TO THE FOREGOING. IN ADDITION, SCPDC DISCLAIMS ANY WARRANTY WITH RESPECT TO, AND WILL NOT BE LIABLE OR OTHERWISE RESPONSIBLE FOR, THE OPERATION OF THE SOFTWARE IF PROGRAMS ARE MADE THROUGH THE USE

OF SOFTWARE OR NON-SCPDC SOFTWARE THAT CHANGE, OR ARE ABLE TO CHANGE, THE DATA MODEL OF THE SOFTWARE.

7.3 LIMITATION OF LIABILITY. IN NO EVENT WILL SCPDC BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, COST OF COVER OR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING, PERFORMANCE OR USE OF THE SOFTWARE OR SERVICES PERFORMED HEREUNDER, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, EVEN IF SCPDC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, SCPDC WILL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY DELAY IN DELIVERY OR FURNISHING THE SOFTWARE OR SAID SERVICES. SCPDC'S LIABILITY UNDER THIS AGREEMENT FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL AND/OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, RESTITUTION, WILL NOT, IN ANY EVENT, EXCEED THE LICENSE FEE PAID BY LICENSEE TO SCPDC UNDER THIS AGREEMENT.

7.4 ALLOCATION OF RISK. The provisions of this Section 7 allocate risks under this Agreement between Licensee and SCPDC. SCPDC's pricing reflects this allocation of risks and limitation thereof in accordance with the provisions of this Agreement and not liability.

7.5 CLAIMS. No action arising out of any breach or claimed breach of this Agreement or transactions contemplated by this Agreement may be brought by either party more than one (1) year after the cause of action has accrued. For purposes of this Agreement, a cause of action will be deemed to have accrued when a party knew or reasonably should have known of the breach or claimed breach.

7.6 LIMITATION. The foregoing obligations shall not apply to the extent the infringement arises as a result of modifications to the Software made by any party other than SCPDC or SCPDC's authorized representative.

7.7 EXCLUSIVE REMEDY. The foregoing states the entire liability of SCPDC and Licensee's exclusive remedy with respect to infringement of any patent, copyright, trade secret or other proprietary right.

8. CONFIDENTIALITY

8.1 CONFIDENTIAL INFORMATION. To the extent permitted by law, each party agrees that it shall use Confidential Information solely in accordance with the provisions of this Agreement and will not disclose, or permit to be disclosed, the same, directly or indirectly, to any third party without the other party's prior written consent. To the extent permitted by law, each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. However, neither party bears any responsibility for safeguarding information that (i) is publicly available, subject to public records request pursuant to applicable state statutes; (ii) already in the other party's possession and not subject to a confidentiality obligation; (iii) obtained

by the other party from third parties without restrictions on disclosure; (iv) independently developed by the other party without reference to Confidence Information, or (v) required to be disclosed by order of a court or other governmental entity. Nothing herein shall prevent routine discussions by the parties that normally take place in a "user group" context.

8.2 INJUNCTIVE RELIEF. In the event of actual or threatened breach of the provisions of Section 8.1 and 8.3, the non-breaching party may pursue its legal and equitable remedies.

8.3 LICENSEE DATA. In its performance of Contract Services, SCPDC may have access to certain records, data, or information that include the names, addresses, telephone numbers, or other confidential or private information pertaining to Licensee's customers ("Licensee Data"). SCPDC acknowledges and agrees that it does not have nor does it claim any ownership interest whatsoever in Licensee Data and that custody and title and all other rights and interests in Licensee Data are and shall remain in Licensee.

8.4 RETURN OF LICENSEE DATA. To the extent permitted by law, in the event of the termination or nonrenewal of this agreement, SPCDC warrants that Licensee's Data and any information stored by SPCDC as a result of Licensee use of the SCPDC Software will be delivered to Licensee.

9. TERM AND TERMINATION

9.1 TERM. This Agreement will take effect on the Effective Date and will remain in force for a period of two (2) years following Final Acceptance ("Initial Term"). The contract will automatically renew for 12-month periods following the end of the Initial Term and following each subsequent annual term thereafter unless terminated in accordance with this Agreement.

9.2 TERMINATION. This Agreement may be terminated by:

(a) By Licensee. Should there be discovered a serious defect or flaw in the SCPDC software that prevents the Licensee from using the system to support Licensee's operations in issuance of permits, Licensee shall notify SCPDC of the issue. SCPDC will have 45 days to resolve the issue. If the issue cannot be resolved within the time period, the contract will terminate on the 1st of the following month. Should Licensee terminate this Agreement for any reason, Licensee shall provide SCPDC with a written termination and notice of its intention not to renew the Agreement at least ninety (90) days prior to the termination expiration of the then-current term.

(b) By SCPDC. Upon written notice to Licensee if any of the following events ("Termination Events") occur, provided that no such termination will entitle Licensee to a refund of any portion of the License Fee or maintenance fees: (i) Licensee fails to pay any undisputed amount due to SCPDC within thirty (30) days after SCPDC gives the Licensee written notice of such non-payment; (ii) Licensee is in material breach of any non-monetary term, condition or provision of Agreement, which breach, if capable of being cured, is not cured within thirty (30) days after SCPDC gives Licensee written notice of such breach; or (iii) Licensee becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes; or (iv) SCPDC elects to refund Licensee's fees.

9.3 EFFECT OF TERMINATION. If any Termination Event occurs, termination will become effective immediately or on the date set forth in the written notice of termination. Termination of this Agreement will not affect the provisions regarding Licensee's or SCPDC's treatment of Confidential Information, provisions relating to the payment of amounts due, or provisions limiting or disclaiming SCPDC's liability, which provisions will survive termination of this Agreement. Within fourteen (14) days after the date of termination or discontinuance of this Agreement for any reason whatsoever, Licensee shall return any copies of the SCPDC Software, derivative works and all copies thereof, in whole or in part, all related Documentation and all copies thereof, and any other Confidential Information in its possession. Upon termination of this Agreement, Licensee shall cause the SCPDC Software to be removed from all computer units, including desktops and laptops, in the Licensee's office and from the computer units of third-party contractors performing work for Licensee. Licensee shall furnish SCPDC with a certificate signed by an executive officer of Licensee verifying that the same has been done.

9.4 In the event of the termination or nonrenewal of this Agreement, SCPDC warrants that the information stored by SCPDC as a result of Licensee use of the SCPDC Software will be available to Licensee.

10. NON-ASSIGNMENT.

Neither party may assign or otherwise transfer this Agreement nor any rights under this Agreement, in whole or in part, whether voluntary or by operation of law, including by way of sale of assets, merger or consolidation, without the prior written consent of the other party, which consent will not be unreasonably withheld or delayed. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

11. NOTICES.

Any notice required or permitted under the terms of this Agreement or required by law must be in writing and must be (a) delivered in person, (b) sent by first class certified mail, or air mail, as appropriate, (c) sent by overnight air courier, or (d) by facsimile, in each case properly posted to the appropriate address set forth below. Either party may change its address for notice by notice to the other party given in accordance with this Section. Notices will be considered to have been given at the time of actual delivery in person, three (3) business days after deposited in the mail as set forth above, one (1) day after delivery to an overnight air courier service, or one (1) day after the moment of transmission by facsimile.

To:	South Central Planning and Development Commission	To:	City of St. Bay Louis
Address:	5058 West Main St. Houma, LA 70360	Address:	688 Highway 90 Bay St. Louis, MS 39520

12. MISCELLANEOUS

12.1 VIRUSES AND DISABLING DEVICES. Neither SCPDC Software nor any enhancements, modifications, upgrades, updates, revisions or releases thereof shall contain (i) any mechanism such as a "trap door", "time bomb", or "logic bomb", software protection routine or other similar device, that would enable SCPDC to disable the Software or make the Software inaccessible to Licensee after the Software is installed; or (ii) to the best of SCPDC's knowledge, any computer "virus", "worm" or similar programming routine.

12.2 FORCE MAJEURE. Neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without negligence of the parties. Such events, occurrences, or causes will include, without limitation, acts of God, strikes, lockouts, riots, acts of war, earthquakes, fire and explosions, but the inability to meet financial obligations is expressly excluded.

12.3 WAIVER. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed and will not be deemed to be a waiver of such party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action. Except as expressly stated in this Agreement, no exercise or enforcement by either party of any right or remedy under this Agreement will preclude the enforcement by such party of any other right or remedy under this Agreement or that such party is entitled by law to enforce.

12.4 SEVERABILITY. If any term, condition, or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties shall endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

12.5 STANDARD TERMS OF LICENSEE. No terms, provisions or conditions of any purchase order, acknowledgment or other business form that Licensee may use in connection with the acquisition or licensing of the Software use will have any effect on the rights, duties or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of SCPDC to object to such terms, provisions or conditions.

12.6 AMENDMENTS TO THIS AGREEMENT. This Agreement may not be amended, except by a writing signed by both parties.

12.7 PRIOR CONSENT. Unless expressly provided otherwise in this Agreement, any prior consent of a party that is required before the other party may take an action may be granted or withheld in such party's sole and absolute discretion.

12.8 EXPORT OF SOFTWARE. Licensee may not export or re-export the SCPDC Software without the prior written consent of SCPDC and without the appropriate United States and foreign government licenses.

12.9 APPLICABLE LAW. This Agreement will be interpreted and construed in accordance with the laws of the State of Mississippi and the United States of America, without regard to the conflict of laws principles.

12.10 PUBLIC ANNOUNCEMENTS. Licensee acknowledges that SCPDC may desire to use its name in press releases, product brochures and financial reports indicating that Licensee is a Licensee of SCPDC, and Licensee agrees that SCPDC may use its name in such a manner. Licensee reserves the right to review any use of its name and to withhold permission, which permission will not reasonable be withheld.

12.11 HEADINGS. Section and Schedule headings are for ease of reference only and do not form part of this Agreement.

12.12 ENTIRE AGREEMENT. This Agreement (including the Schedules and any addenda hereto signed by both parties) contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF BAY ST. LOUIS

By: _____
Mike Favre
Mayor

5-22-24
Date

SOUTH CENTRAL PLANNING AND DEVELOPMENT COMMISSION "SCPDC"

By: _____
Kevin Belanger
Chief Executive Officer

5-29-24
Date

SCHEDULE A

INTERGOVERNMENTAL AGREEMENT
South Central Planning and Development Commission and Jurisdiction Government

SOFTWARE AND LICENSE FEE

A. SOFTWARE USE

SCPDC'S MyGovernmentOnline (MGO) Software Modules available for subscription under this agreement are: Permits and Licensing, Planning & Zoning, Solution Center (Code Enforcement), Addressing / GIS Integration. Each of these modules is a separate chargeable option. All modules include unlimited user accounts, field work order system, project and document management features. Unlimited reporting services.

B. LICENSE FEE

1. MyGovernmentOnline:

The following package prices are offered though the initial term of the contract. Please fill in below which permit volume package most reasonably fits your anticipated annual permit volume.

		MONTHLY RATE			
Permit Volume	Overage Rate	Permits	Planning & Zoning	Code Enforcement	Addressing / GIS Integration
0 - 500	$10.00	$260.42	$156.25	$99.00	$230.00
501 - 1000	$10.00	$500.00	$300.00	$99.00	$230.00
1001 - 2000	$10.00	$958.33	$575.00	$143.75	$230.00
2001 - 4000	$10.00	$1,833.33	$1,100.00	$275.00	$230.00
4001 - 6000	$10.00	$2,500.00	$1,500.00	$375.00	$230.00
6001 - 8000	$10.00	$3,166.67	$1,900.00	$475.00	$230.00
8001 - 10000	$10.00	$3,750.00	$2,250.00	$562.50	$230.00
10001 - 12000	$10.00	$4,250.00	$2,550.00	$637.50	$230.00
12001 - 14000	$10.00	$4,666.67	$2,800.00	$700.00	$230.00
14001 - 16000	$10.00	$5,000.00	$3,000.00	$750.00	$230.00
16001 - 18000	$10.00	$5,250.00	$3,150.00	$787.50	$230.00
18001 - 30000	No Overage	$5,416.67	$3,250.00	$812.50	$230.00

ANNUAL PERMIT VOLUME OVER 30,000 A YEAR MAY REQUIRE A CUSTOM QUOTE.

The Jurisdiction has agreed to the 501 – 1000 Permit Volume package. It is understood this will be billed on a levelized billing system of $ 500.00 monthly. If anytime during a calendar year the total volume of permits exceeds the packages permit volume, Licensee shall pay, in addition to its package Rate Per Permit fee, the Overage Rate shown in the Schedule above. Permit volume packages may be adjusted annually. At the end of a permit volume year if the jurisdiction's permit volume exceeds 20% of the max permit volume number of their currently subscribed package the jurisdiction shall automatically subscribe to the package that the total new permit volume count places them in.

Add on modules of a standard configuration of Solution Center, Addressing / GIS Integration may be activated by request during the term of this agreement for the monthly rates defined in the rate chart in Schedule A that corresponds to the jurisdictions selected permit package. In the event the jurisdiction makes a change to the original permit package chosen, the monthly rate shall change to correspond with the rate chart as shown in Schedule A.

2. Planning & Zoning Module
Monthly Cost: $ 300.00

3. Code Enforcement (311/Solution Center) Module
Monthly Cost: $ 99.00

4. Business Licensing Module
Monthly Cost: $100.00

5. Grant Management Module
This fee shall be waived pursuant to the Licensee maintaining the modules listed here.

Other Fees:

Authorized On-Site Visits with Written Consent from the Licensee: The Licensee shall reimburse the costs for lodging and transportation incurred during such visits. For meal expenses, reimbursement will be in accordance with the current U.S. General Services Administration (GSA) per diem rates applicable to the visit location. Additionally, a 20% administrative fee will be applied to the total reimbursable expenses."

Integration for online credit card or ACH transactions: Existing Credit Card Vendor: $100.00 one-time fee; New Credit Card Vendor: $500.00 one-time fee.

Historic Data Imports: Imports requiring 20 hours of staff time or less free of charge. Imports requiring more than 20 hours of analyst time is subject to a custom quote.

SCPDC will invoice Licensee at the beginning of each month. The invoices shall be payable within 30 days of the date of the invoice.

SCHEDULE B
INTERGOVERNMENTAL AGREEMENT
SCPDC SOFTWARE LICENSE AND SERVICE AGREEMENT

EQUIPMENT SITE, USER NAME, AND
PERSONAL ACCESS PASSWORD

B.1. At the execution of this Agreement, SCPDC shall provide a USER CREATION form to the Licensee to be used for account creation requests. Upon completion of the forms the Licensee will return the forms via email to SCPDC and accounts shall be created in the system with information provided on the forms. Users can change the provided password after their first login to the Software. SCPDC shall maintain the confidentiality of the user name and personal access password of every Licensee official, employee, agent and contractor who has duties relating to the processing of Licensee permits and shall not release any such information to the public. Additional personal user names and personal access passwords shall be provided upon a submission of a User Creation form to SCPDC providing the user name and confirmation that the user is an official, employee, agent, or contractor of Licensee is supplied to SCPDC, which will become an addendum to this schedule.

B.2. The individuals holding the following positions are authorized by Licensee to submit requests to SCPDC for (1) the creation of new user names and passwords for Licensee officials, employees, agents, and contractors, and (2) for the deactivation of existing user names and passwords: System Administrator, Project Manager

SCPDC shall immediately comply with requests to create and deactivate user names and passwords. Licensee may change the names of the individuals authorized to submit requests by providing notice in accordance with Section 11 of this Agreement.

SCHEDULE C
SCPDC SOFTWARE LICENSE AND SERVICE AGREEMENT

MAINTENANCE AND SUPPORT

1.0 DEFINITIONS

1.1 "SUPPORT CALL (TIER 1)" means a reported problem in the SCPDC Software which is not affecting the Software's ability to perform substantially in accordance with the user documentation but requires correction.

1.2 "SUPPORT CALL (TIER 2)" means a reported problem in the SCPDC Software, not considered as a Level I support problem as defined in 1.1 above, which causes serious disruption of a function or affects daily processing of permits.

1.3 "SUPPORT CALL (TIER 3)" means a reported problem in the SCPDC Software or a material functional component which causes the system to be down and not serving as designed, or has a significant revenue or operational impact, with no obvious work-around.

1.4 "RESPONSE TIME" means the elapsed time between the receipt of a service call and the time when SCPDC begins the Maintenance and Support, including a verbal or written confirmation to the Licensee thereof.

1.5 "RESPONSE CENTER AND CONTACT PROCEDURE" shall mean:

Address	Hours of Operation
5058 West Main Street Houma, LA 70360	8:00 a.m. to 4:30 p.m. CST

Contact Information

Tel: 1 866 957 3764
Ryan Hutchinson,
Chief Technology Officer

E-mail: support@mygovernmentonline.org

1.6. "SYSTEM AVAILABILITY" amount of time over a one-year period that the Software and system resources are available for Licensee's use.

2. TERM AND TERMINATION.
SCPDC's provision of Maintenance and Support to Licensee will commence on the Effective Date and will continue until the Agreement is terminated.

3. MAINTENANCE AND SUPPORT SERVICES.
Maintenance and Support will be provided only with respect to use of the versions of the Software that are being supported by SCPDC. SCPDC will provide multi-site backup of Licensee Data.

SCPDC will provide 24-hour emergency service support, after hours cell numbers are accessed through the IVR menu, for Licensee's staff and Licensee's customers by SCPDC's technical support personnel. SCPDC will offer to Licensee new versions of MyGovernmentOnline Software as they become available. SCPDC will convert Licensee's current permit data for use with SCPDC Software. SCPDC will perform customization of SCPDC Software as set forth in the Contract Documents. SCPDC will provide features in the SCPDC Software as set forth in the Contract Documents. SCPDC will provide support for the storage of photos, building/permits documents, inspection reports, plan review files and associated miscellaneous records. Within the capabilities of the SCPDC Software, and upon Licensee's request, SCPDC will provide Licensee with customized reports as set forth in the Contract Documents. Licensee shall not create add-ons or feature changes to that version or disclose the source code to any third party.

SCPDC agrees to comply with Licensee's remote access policies, procedures, and guidelines. SCPDC shall ensure that its employees comply with all of Licensee's remote access policies, procedures, and guidelines.

3.1 LEVELS OF MAINTENANCE AND SUPPORT. During normal business hours, Licensee shall request support via the Response Center and Contract Procedures. After normal business hours, Licensee shall request support as provided in Section 3 above. SCPDC shall initially acknowledge receipt of a request for support within 15 minutes of SCPDC's receipt and shall contact Licensee within one hour of receipt. When contacting SCPDC, Licensee shall classify the problem based on the definitions set forth in Section 1 above. SCPDC shall not re-classify the problem without Licensee's prior approval. Maintenance and Support is available at the following Response Times:

(i) Support Call (Tier 3): Issue resolved within the response time of three (3) hours or an agreed upon due date and time; SCPDC shall provide a patch or work-around the next day, and the problem shall be fixed or documented in next major product release

(ii) Support Call (Tier 2): Issue resolved within the response time of six (6) hours; SCPDC shall provide a patch or work-around within five days, and the problem shall be fixed or documented in next major product release;

(iii) Support Call (Tier 1): Issue resolved within one (1) business day, and the problem documented and input for consideration in next major product release.

3.2 BASIC MAINTENANCE. Basic Maintenance means that SCPDC will provide during SCPDC's standard hours of service: (i) Major Updates and Minor Updates, when and if available, and related on-line Documentation, and (ii) telephone assistance with respect to the use of Software, including (a) clarification of functions and features of the Software; (b) clarification of the Documentation; (c) guidance in the use of the Software; and (d) error verification, analysis and correction to the extent possible by telephone. SCPDC's standard hours of service are Monday through Friday, 8:00 a.m. to 4:30 p.m., CST except for holidays as observed by SCPDC. SCPDC shall provide such software support and maintenance as may be necessary to maintain the Software in good operating condition and to meet the warranties set forth in the Contract Documents.

3.2.1 Unless otherwise agreed to by the parties, in addition to Major and Minor Updates, SCPDC shall make available to the Licensee all patches, upgrades, enhancements, new releases, new versions, and modifications developed by SCPDC for the Software at no additional cost. SCPDC shall ensure that all such Updates, patches, upgrades, enhancements, new releases, new versions, and modifications do not require modifications or reconfigurations to existing web presentation, workflows, or table values set up by Licensee. SCPDC shall provide release notes detailing Major changes.

3.2.2 At least thirty (30) days prior to release of Major Updates, SCPDC shall provide (1) training for the use of the updated Software and (2) relevant, customized user manuals and guides detailing the use of the updated Software.

3.2.3 Licensee shall request maintenance and support via the Response Center and Contact Procedure. All other notices required under this Schedule C shall be made pursuant to Section 12 of the Agreement.

3.2.4 The requirements set forth in Sections 3.2.1 and 3.2.2 shall not apply to emergency fixes and patches.

3.3 ON-SITE ASSISTANCE. When agreed to by Licensee and SCPDC, SCPDC can provide Maintenance and Support at the Licensee Site. In such event Licensee will reimburse licensor for all reimbursable traveling expenses and costs for board, lodging and meals as set forth in Section 5.4 of the Agreement. Licensee's prior written approval of any on-site support or maintenance and estimated travel expenses is required.

3.4 CAUSES WHICH ARE NOT ATTRIBUTABLE TO SCPDC. Maintenance and Support will not include services requested as a result of, or with respect to causes which are not attributable to SCPDC Software. These services will be billed to Licensee at SCPDC's then-current rates, and SCPDC shall not perform any such services except with Licensee's prior written approval. Causes which are not attributable to SCPDC include but are not limited to:

3.4.1 Accident. Unusual physical, electrical or electromagnetic stress; neglect; misuse; failure or fluctuation of electric power, air conditioning or humidity control; failure of rotation media not furnished by SCPDC; excessive heating; fire and smoke damage; operation of the Software with other media and hardware, software or telecommunication interfaces not meeting or not maintained in accordance with the manufacturer's specifications; or causes other than ordinary use;

3.4.2 Improper use of the Software that deviates from any operating procedures established by SCPDC in the applicable Documentation;

3.4.3 Modification, alteration or addition or attempted modification, alteration or addition of the Software undertaken by persons other than SCPDC or SCPDC's authorized representatives, except for modification, alteration or addition or attempted modification, alteration or addition of the Software made by Licensee pursuant to procedures received from

SCPDC for rectification of errors or malfunctions in the Software, said modifications authorized by SCPDC shall be in writing;

3.5.4 Software programs developed by Licensee or other parties.

4. RESPONSIBILITIES OF LICENSEE.
SCPDC's provision of Maintenance and Support to Licensee is subject to the following:

4.1 When necessary to identify or address errors or malfunctions with the Software, Licensee shall provide SCPDC with access to Licensee's personnel and Equipment during normal business hours. This access must include the ability to remotely access the Equipment on which the Software is operating and to obtain the level of access necessary to support the Software. Remote access shall only be granted pursuant to Licensee's remote access policies, procedures, and guidelines. Remote access shall be limited to the equipment on which the Software operates and SCPDC shall not be granted access to Licensee's other equipment or networks.

4.2 Licensee shall document and promptly report all errors or malfunctions of the Software to SCPDC. Licensee shall take all steps necessary to carry out procedures for the rectification of errors or malfunctions within a reasonable time after such procedures have been received from SCPDC.

5. MAINTENANCE FEE.
For Licensee the maintenance fees are waived for the Initial Term and all renewals. The License Fees cover all costs for maintenance and support for the Initial and renewal terms of this Agreement.

6. ASSIGNMENT OF DUTIES.
SCPDC may assign its duties of Maintenance and Support to a third party, provided that SCPDC will remain responsible for the actions of such third party. Any such assignment is subject to Licensee's prior written consent, which consent shall not be unreasonably withheld or delayed.

7. PROJECT ABANDONMENT

Should SCPDC abandon development and support of MyGovernmentOnline system and can no longer fulfill its contractual obligations pursuant to this Agreement, the last stable source code release of MyGovernmentOnline Software will be licensed to Licensee under an open-source license agreement such as for instance GNU. The specific open-source license agreement would be chosen by SCPDC at such time.

8. LICENSEE DATA.
SCPDC agrees that all data created by Licensee in the Software system belongs to Licensee and shall be subject to the terms and conditions set forth in the Agreement regarding Licensee Data.

Accepted:

City of Bay St. Louis

By: Mike Favre, Mayor

Date: 5-22-24

South Central Planning and Development Commission

By: Kevin Belanger, Chief Executive Officer

Date: 5/29/24

Addendum to City of Bay St. Louis Contracts

This Addendum between the City of Bay St. Louis, Mississippi ("BSL") and ("Contractor") is an integral part of the contract. Contractor acknowledges that BSL is a governmental entity and is subject to the laws of the State of Mississippi governing actions of governmental bodies. Contractor further acknowledges that BSL does not waive, relinquish or forfeit any of the rights, benefits, protections, guaranties or prohibitions that may be provided under any law, statute, regulation or policy. The parties agree that this Addendum is incorporated into the contract and agree that should any provision of the contract conflict with this Addendum, the terms of the Addendum control.

1. BSL contracts are governed by the laws of the State of Mississippi. Any provision that purports to set venue outside of the State of Mississippi is deleted.

   U.S. Const. Amend XI; Miss. Code Ann. § 11-11-3; Miss. Code Ann. § 11-45-1; City of Jackson v. Wallace, 196 So. 223 (1940); Miss. AG Op., Clark (June 2, 2002); Miss. AG Op., Nowak (November 19, 2005).

2. BSL does not waive its sovereign immunity. BSL shall only be responsible for liability resulting from the negligent actions of its officers, agents, and employees acting within the course and scope of their official duties.

   Miss. Code Ann. § 11-46-1, et seq.

3. BSL does not waive its Constitutional Eleventh (11th) Amendment immunity.

   U.S. Const. Amend. XI.

4. Any reference to BSL waiving its right to a trial by jury are deleted.

   Miss. AG Op., Chamberlin (October 18, 2002).

5. BSL does not agree to any provisions wherein the credit of the State of Mississippi is pledged or loaned in aid of any person, association, or corporation.

   Miss. Const. Art. 14 § 258; Miss. AG Op., Stringer (January 25, 2006).

6. Any reference to payment of attorney's fees by BSL are deleted.

   Miss. AG Op., Nowak (January 23, 2009); Miss. AG Op., Stringer

(January 25, 2006).

7. BSL does not agree to pay extra compensation, fees, or allowances after service rendered or contract made, or for any payment not authorized by law.

   Miss. Const. Art. 4, § 96; Miss. AG Op., Stringer (January 25, 2006).

8. Any references to BSL limiting BSL's damages to the contract price or any other set amount are deleted.

   Miss. Const. Art. 4 § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).

9. Any references to BSL indemnifying or holding harmless the Contractor or any other party are deleted.

   Miss. Const. Art. 4 § 100; Miss.AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).

10. Any provisions limiting the time for BSL to pursue legal action are deleted.

    Miss. Const. Art. 4 § 100; Miss.AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).

11. Any reference to BSL waiving any cause of action it may have against Contractor or any other party as a result of Contractor's breach of the contract, or Contractor's own negligence or willful misconduct or the negligence or willful misconduct of Contractor's employees or agents are deleted.

    Miss. Const. Art. 4 § 100; Miss.AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).

12. Any reference to BSL limiting damages, remedies or waiving any claim are deleted.

    Miss. Const. Art. 4 § 100; Miss.AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).

13. Any provisions giving the Contactor exclusive control over litigation are deleted. BSL does not agree that Contractor may represent, prosecute or defend legal actions in the name of BSL.

14. Any references to BSL submitting to binding arbitration are deleted.

    Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002)

15. With the exception of any expressed limitation of remedies for breach of implied warranties of merchantability and fitness for a particular purpose concerning computer software and services performed on computer hardware and computer software, which are sold between merchants,

any provisions which would limit the Contractor's liability to BSL or allow Contractor to waive any applicable warranties (express or implied) are deleted.

Miss. Const. Art. 4 § 100; Miss. Code Ann. §75-2-719; Miss. AG Op., Clark (June 2, 2002); Miss. AG Op., Chamberlin (October 18, 2002); Miss. AG Op., Long (February 22, 2009).

16. Any references to BSL limiting or waiving any common law warranty are deleted.

Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).

17. BSL does not make any warranty.

Miss. Const. Art. 4, § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).

18. BSL will deliver payments to Contractor. Any provision that requires BSL pay Contractor any late charges is governed by Miss. Code Ann. § 31-7-305.

19. BSL is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act, Miss. Code Ann. § 25-61-1, et seq., and the Mississippi Accountability and Transparency Act of 2008, Miss. Code. Ann. § 27-104-151, et seq.

20. Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Miss. Code Ann. § 71-11-1, et seq., and will register and participate in the status verification system for all newly hired employees. Any provision penalizing BSL for hiring an employee who works for the Contractor is deleted.

21. The continuance of any BSL contract is based on the availability of funds. Should there be no funds available for any succeeding funding period; the contract will be cancelled as of the end of the funding period with no further obligation on the part of BSL. This contract is cancellable with thirty (30) days' notice to the vendor at the end of the fiscal period I the event funds are not appropriated by the funding authority. (Any property covered by a lease shall be returned to lessor).

22. Any provision requiring BSL to name the contractor as an additional insured is deleted.

23. Neither party may assign its rights or delegate its duties under the contract without the prior written consent of the other party, which shall not be unreasonably withheld.

24. Contractor recognizes that BSL, as a political subdivision of the State of Mississippi, enters into this contract only to the extent authorized by Mississippi law.

25. Contractor acknowledges that the individual executing the contract on behalf of BSL is doing so only in his/her official capacity only, and to the extent that any provision contained in the

contract exceeds his/her authority, Contractor agrees that it will not look to that individual in his/her personal capacity or otherwise seek to hold him/her individually liable for exceeding such authority.

CONTRACTOR

By: _____
(Original Signature of Principal or General Agent)

NAME/TITLE Kevin P. Belanger, CEO

COMPANY: SCPDC

DATE: 5/29/24

CITY OF BAY ST. LOUIS, MISSISSIPPI

By: Michael J. Favre, Mayor

DATE: 5-22-24

00900 AGREEMENT BETWEEN OWNER AND CONTRACTOR

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

This Agreement is by and between City of Bay St. Louis ("Owner") and JLB Contractors, LLC ("Contractor").

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

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Drainage improvements, including replacement of drainage culverts, regrading of roadside ditches, cleaning and grading ditches, and clearing and de-snagging drainage channels

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Scianna Lane Neighborhood Drainage Improvements

ARTICLE 3—ENGINEER

3.01 The Owner has retained **James J. Chiniche, P.A., Inc. DBA Chiniche Engineering and Surveying** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by "Engineer".

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. The Work will be substantially complete within **120 calendar days** after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **150 calendar days** after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also

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recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner **$500** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **$500** for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.

B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.04 *Special Damages*

A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5—CONTRACT PRICE

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

A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

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ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment pursuant to the Owner's docket schedule, which will be made available to the Contractor. Owner will not be responsible for the failure of Contractor to comply with the docket schedule. Invoices will be paid within thirty days of approval. If there is any dispute over an invoice, Owner will provide notice to Contractor within 10 (ten) days of Owner's consideration of the invoice. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

a. **95** percent of the value of the Work completed (with the balance being retainage).

1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

b. **95** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to **95** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less **200** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

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6.05 *Interest*

A. All amounts not paid when due shall bear interest at statutory rate.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of all of the following:

1. This Agreement.
2. Bonds:
   a. Performance bond (together with power of attorney).
   b. Payment bond (together with power of attorney).
3. General Conditions.
4. Supplementary Conditions.
5. Specifications as listed in the table of contents of the project manual (copy of list attached).
6. Drawings (not attached but incorporated by reference) consisting of **22** sheets with each sheet bearing the following general title: **Scianna Lane Neighborhood Drainage Improvements**
7. Drawings listed on the attached sheet index.
8. Addenda.
9. Exhibits to this Agreement (enumerated as follows):
   a. **Contractor's Bid Pages**
   b. Addendum to City of Bay St. Louis Contracts
   c. *** any other attachments outside of standard documents
10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.
    d. Field Orders.
    e. Warranty Bond, if any.

B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 7.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

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ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, including Addenda, and any other data and reference items identified in the Contract Documents.
2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with and is satisfied the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Contractor is familiar with and satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Contractor has carefully studied all reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

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11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

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

8.03 *Standard General Conditions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).
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00900 AGREEMENT BETWEEN OWNER AND CONTRACTOR

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

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

Owner:

City of Bay St. Louis
(typed or printed name of organization)

By: _____
(individual's signature)

Date: 5-31-24
(date signed)

Name: Michael Favre
(typed or printed)

Title: Mayor
(typed or printed)

Attest: _____
(individual's signature)

Title: city clerk
(typed or printed)

Address for giving notices:

688 Highway 90

Bay St. Louis, MS 39520

Designated Representative:

Name: Jason Chiniche
(typed or printed)

Title: Project Engineer
(typed or printed)

Address:

407 Highway 90

Bay St. Louis, MS 39520

Phone: 228-467-6755

Email: Jason@chiniche.com

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

Contractor:

JLB Contractors, LLC
(typed or printed name of organization)

By: _____
(individual's signature)

Date: 05/23/2024
(date signed)

Name: Johnathon D. Damiens
(typed or printed)

Title: Co-Owner
(typed or printed)

*(If **[Type of Entity]** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: _____
(individual's signature)

Title: Office Manager
(typed or printed)

Address for giving notices:

21294 Johnson Road

Long Beach, MS 39560

Designated Representative:

Name: Robert Compton
(typed or printed)

Title: Project Manager
(typed or printed)

Address:

21294 Johnson Road

Long Beach, MS 39560

Phone: 228-863-0303

Email: robert@jlb-co.com

License No.: 21884-MC
(where applicable)

State: Mississippi

EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract (Stipulated Price).
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CONTRACT DOCUMENTS AND SPECIFICATIONS
FOR THE

SCIANNA LANE NEIGHBORHOOD DRAINAGE IMPROVEMENTS

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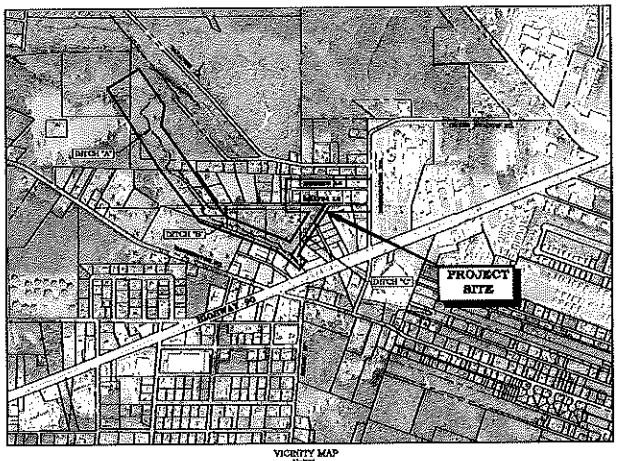
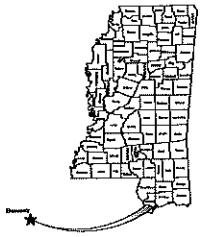
SCIANNA LANE NEIGHBORHOOD
DRAINAGE IMPROVEMENTS
HANCOCK COUNTY, MISSISSIPPI

FEBRUARY, 2024



VICINITY MAP



LOCATION MAP

★ DENOTES PROJECT LOCATION

PREPARED FOR:

BAY SAINT LOUIS
A PLACE APART

THE CITY OF BAY ST. LOUIS
MAYOR MORGAN PAYNE

COUNCIL MEMBERS

	COUNCIL AT LARGE
GARY KNOLLMAN	WARD 1
DOUG SEAL	WARD 2
GENE HOFFMAN	WARD 3
JEFFREY REED	WARD 4
KYLE LEWIS	WARD 5
PATSY STAVERMAN	WARD 6
JOHN DIMAURO	WARD 7

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OWNER INFORMATION

THE CITY OF BAY ST. LOUIS
688 HWY 90
BAY ST. LOUIS, MISSISSIPPI 39520

SHEET TITLE

SCIANNA LANE
DRAINAGE IMPROVEMENTS

GN-01

21294 Johnson Road
Long Beach, MS 39560
www.jlb-co.com
Ph. 228 863 0303 Fax. 228 863 4469

CERTIFICATE OF RESPONSIBILITY # 21884-MC

TO:

CITY OF BAY ST LOUIS
688 HIGHWAY 90
BAY ST. LOUIS, MS 39520

SEALED BID FOR:

SCIANNA LANE NEIGHBORHOOD DRAINAGE IMPROVEMENTS

To Be Opened 10:00 AM, Tuesday, April 16, 2024

00800 BID BOND

BID BOND (PENAL SUM FORM)

Bidder Name: JLB Contractors, LLC Address *(principal place of business)*: 21294 Johnson Road Long Beach, MS 39560	**Surety** Name: Fidelity and Deposit Company of Maryland Address *(principal place of business)*: 1299 Zurich Way, 5th Floor Schaumburg, IL 60196
Owner Name: **City of Bay St. Louis** Address *(principal place of business)*: **688 Highway 90** **Bay St. Louis, MS 39520**	**Bid** Project *(name and location)*: **Scianna Lane Neighborhood Drainage Improvements** **Scianna Lane & Benigno Lane, Bay St. Louis MS** Bid Due Date: 4/16/2024
Bond Penal Sum: Five percent (5%) of amount bid Date of Bond: 4/16/2024	

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

Bidder	Surety
JLB Contractors, LLC *(Full formal name of Bidder)*	Fidelity and Deposit Company of Maryland *(Full formal name of Surety) (Corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature) (Attach Power of Attorney)*
Name: Johnathon Daniels *(Printed or typed)*	Name: John G. Raines *(Printed or typed)*
Title: Co-Owner	Title: Attorney-In-Fact
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: Brandon J. Willis *(Printed or typed)*	Name: Jodie Thomas *(Printed or typed)*
Title: Estimator / Project MANAGER	Title:

Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.

EJCDC® C-430, Bid Bond (Penal Sum Form).
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00800 BID BOND

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
   3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
   3.2. All Bids are rejected by Owner, or
   3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

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ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **John E. MARCHETTI, David R. ROBERTSON, John G. RAINES, Kelli E. BURNUM, Jessica WINDHAM, Sherrill Ann KELLEY, Tammy D. VERNON, Rita G. CLARK, all of Ridgeland, Mississippi, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 1st day of November, A.D. 2023.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 1st day of November A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison

GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 16th day of April, 2024.

MJ Pethick

By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

00700 BID PROPOSAL

BID PROPOSAL

Proposal of JLB Contractors, LLC (hereinafter called "BIDDER"), organized and existing under the laws of the State of MISSISSIPPI doing business as an insert: (corporation, partnership, limited liability company, or individual) to the **CITY OF BAY ST. LOUIS**, (hereinafter called "OWNER"). In compliance with your advertisement for Bids, BIDDER, hereby proposes to perform all WORK for construction of

Scianna Lane Neighborhood Drainage Improvements

In strict accordance with the CONTRACT DOCUMENTS, within the time set forth herein, and at the prices stated below. By submission of the BID, each BIDDER certifies, and in the case of a joint BID each party thereto certifies as to their own organization, that this BID has been developed independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in a written "NOTICE TO PROCEED" and to fully complete the Project within **120** consecutive CALENDAR days thereafter. BIDDER further agrees to pay as liquidated damages, the sum of $500.00 for each consecutive calendar day thereafter as provided for elsewhere in these CONTRACT DOCUMENTS.

BIDDER ACKNOWLEDGES receipt of the following ADDENDA:

NUMBER: 1 DATE: 4/10/24

NUMBER: _____ DATE: _____

NUMBER: _____ DATE: _____

NUMBER: _____ DATE: _____

00700 BID PROPOSAL

By submitting this BID, the BIDDER certifies that they have thoroughly examined the plans, specifications and contract documents and have visited the job site to inform themselves fully of the conditions at the site relating to the completion of the project.

BIDDER understands that the quantities mentioned below are approximate only and are subject to either increase or decrease, and hereby proposes to perform any increased or decreased quantities of work at the Unit Price Bid.

In accordance with the requirements of the Plans, Specifications and Contract Documents, BIDDER proposes to furnish all necessary materials, equipment, labor, tools, and other means of construction and to construct the Project in accordance with the Contract Documents within the specified Contract Time for the following Unit Prices specified below.

BIDDER further agrees to execute the contract agreement as bound herein within **ten (10)** days after receipt of contract forms from the OWNER.

BIDDER agrees to pay as liquidated damages the amount provided herein for each consecutive calendar day after the Contract completion date specified in a written "NOTICE TO PROCEED" that they fail to complete the work unless the Contract Time is extended by a written Change Order.

BIDDER also proposes to execute a Performance Bond and a Payment Bond, as shown in the Specifications, each in an amount of not less than **one hundred percent (100%)** of the total of the Base Bid. These Bonds shall not only serve to guarantee the completion of the work on the BIDDERS part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted.

00700 BID PROPOSAL

BIDDER encloses a Bid Bond 5% of Base Bid Amount Three Hundred Ninety-Five Thousand, Fifty-Five Dollars and Zero Cents DOLLARS ($ 395,055.00) and hereby agree that in case of failure to execute the Contract and furnish the required Bonds within (10) days after the Receipt of Contract Forms, the amount of this Certified Check or Bid Bond will be forfeited to the OWNER, as liquidated damages arising out of their failure to execute the Contract as proposed.

It is understood that in case BIDDER is awarded the work, the Certified Check or Bid Bond submitted as Bid security will be returned as stipulated in the Specifications.

Further, the BIDDER agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provision of the Equal Opportunity Clause set forth in the Federal Requirements, if applicable.

The low BIDDER shall supply the names and address of major MATERIAL SUPPLIERS AND SUBCONTRACTORS when required to do so by the OWNER.

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices:

NOTES:

1. Any erasure change or alteration of any kind must be initialed by the BIDDER.
2. Bid prices shall include sales tax and all other applicable taxes and fees. Quantities are estimated and there shall be no unit price adjustments should an increase or decrease in quantities be necessary. Bidder also agrees to bid each item in a fair and equitable manner. Any bid items deemed to be "unbalanced" shall be subject to negotiation between Owner and Bidder.

3. Any item of work not specified on the Proposal as a separate pay item or indicated as an absorbed cost in a pay item, but which is incidental to completion of the work shall be considered as an absorbed cost with full compensation included in the unit price bid for the particular item involved.

4. OWNER reserves the right to award any combination of base and alternate bids (if any) it deems advantageous and in the event that all specified bid item units are lump sum (LS), the OWNER reserves the right to delete any such item or combination of such items from the project. The OWNER further reserves the right to delete any item or items desired from the Bid Schedule after the Contract has been awarded. Any deletions, if any made, shall be by Change Order and BIDDER hereby agrees to accept such Change Orders.

5. Contractor shall submit with this Bid Proposal, a completed, original 00750 Questionnaire. Failure to submit completed form shall result in rejection of the bid.

6. By submittal of this Bid, Bidder certifies that they will self-perform a minimum of 75% of the total value of the project costs.

7. Work shall only take place Monday – Thursday 7:00 AM – 5:00 PM and Friday 7:00 AM – Noon. All systems shall be fully operational for weekends and holidays. If any work is required outside of these times, Contractor is required to request, in writing, 48 hours prior to performance of the work.

8. Contractor shall insure that all facilities are operational at the end of each workday, holiday and weekend.

00700 BID PROPOSAL

BID SCHEDULE

TO: The City of Bay St. Louis
Owner

The undersigned, in compliance with the request for bids for the above referenced project hereby proposes to furnish all labor, permits, material, machinery, tools, supplies and equipment to faithfully perform all work required for construction of the Project in accordance with the project manual, project drawings and issued Addenda (if any) within the specified time of performance for the following UNIT PRICE amount:

BID – Scianna Lane Neighborhood Drainage Improvements

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
01500 A	Mobilization	1	LS	$ 80,000.00	$ 80,000.00
01510 A	Maintenance of Traffic	1	LS	$ 50,000.00	$ 50,000.00
02000 A	Removal of Asphalt Pavement - all thicknesses	20	SY	$ 50.00	$ 1,000.00
02000 B	Removal of Driveway - all types & thicknesses	240	SY	$ 10.00	$ 2,400.00
02000 C	Sawcut – all types & thicknesses	150	LF	$ 10.00	$ 1,500.00
02000 D	Removal of Existing Drain Culverts – all types & size	300	LF	$ 15.00	$ 4,500.00
02020 A	Construction Entrance	1	EA	$ 5,500.00	$ 5,500.00
02020 B	Silt Fence	3,000	LF	$ 3.50	$ $10,500.00
02020 C	Straw Wattles	200	LF	$ 10.00	$ 2,000.00
02600 A	24" RCP	40	LF	$ 122.00	$ 4,880.00
02600 B	15" HDPE	255	LF	$ 44.00	$ 11,220.00
02600 C	Reset Existing 15" HDPE	2	EA	$ 4,500.00	$ 9,000.00
02630 A	Regrade Roadside Ditch	2,640	LF	$ 12.50	$ 33,000.00
02630 B	Clean & Grade Ditch	1,370	LF	$ 30.00	$ 41,100.00
02630 C	Clear & De-Snag Drainage Channel	1,770	LF	$ 14.00	$ 24,780.00

00700 BID PROPOSAL

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
02710 A	Asphalt Pavement Repair	5	TON	$ 1,250.00	$ 6,250.00
02710 B	Base Repair	5	CY	$ 325.00	$ 1,625.00
02730 A	Select Backfill	500	CY	$ 20.00	$ 10,000.00
02730 B	Concrete Driveway	210	SY	$ 150.00	$ 31,500.00
02730 C	Gravel Driveway	30	SY	$ 100.00	$ 3,000.00
02750 A	100-Pound Rip Rap	100	TON	$ 115.00	$ 11,500.00
02900 A	Placement of Sod	1,800	SY	$ 6.00	$ 10,800.00
02900 B	Topsoil, 4" Thick	1,800	SY	$ 10.00	$ 18,000.00
02900 C	Placement of Seed	3,500	SY	$ 6.00	$ $21,000.00
				TOTAL BID	$ 395,055.00

CONTRACTOR JLB Contractors, LLC

By: _____

Title: Co-Owner Johnathon Damiens

ADDRESS: 21294 Johnson Road

Long Beach, MS 39560

CERTIFICATE OF
RESPONSIBILITY NUMBER: 21884-MC

END OF SECTION

00750 QUESTIONNAIRE

All prospective Bidders are required to submit 1 original, completed Questionnaire as part of the Bid response. Failure to submit completed form shall result in rejection of the bid.

1. List project history for similar projects within the previous 5 years. Provide Owner contact information, project scope, location and final construction costs.

   SEE ATTACHED PAST PERFORMANCE PAGES.

2. Provide information regarding any previous projects which the bidding firm has defaulted on the contract or list any construction litigation the bidding firm has been associated with.

   None

3. Provide company history and ownership details of the bidding firm to include all ownership parties and years of service as a licensed General Contractor.

   JohnathonDamiens, Co-Owner - +/- 25 years
   Kyle Cassagne Co-Owner - +/- 16 years

4. Provide all Surety information relative to Surety Company associated with Bid Bond to include Name, Address and Agent.

   Fidelity andDeposit Company of Maryland
   1299 Zurich ay, 5th Floor
   Schaumburg, L. 60196

00225 NON-COLLUSION AFFIDAVIT/DEBARMENT CERTIFICATION

Attest: Brandon J Willis

Business Address: 21294 Johnson Road

Phone Number: Long Beach, MS 39560

NON-COLLUSION AFFIDAVIT
(TO BE EXECUTED IN DUPLICATE)

STATE OF MISSISSIPPI
COUNTY OF HANCOCK

I, Johnathon Damiens
(name of person signing affidavit)

individually, and in my capacity as Co-Owner
(title)

of JLB Contractors, LLC
(name of firm, partnership, limited liability company, or corporation)

being duly sworn, on oath do depose and say as follows:

(a) That JLB Contractors, LLC Bidder on the **Scianna Lane Neighborhood Drainage Improvements** for the **City of Bay St. Louis,** has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its officers, partners, employees or principal owners.

(b) further, that neither said legal entity nor any of its directors, officers, partners, principal owners or managerial employees are currently debarred from bidding on public contracts by the State of Mississippi or any of its agencies; or by one or more of the other states or any of their agencies; or by the Federal Highway Administration.

Signature: Johnathon Damiens

Title: Co-Owner

Sworn before me this 16th day of April, 2024.

My commission expires 02/28/2027

Sharon F. Boulet
Notary Public

SHARON F. BOULET COMM. # 68364 NOTARY PUBLIC COMMISSION EXPIRES 2-28-2027 HANCOCK COUNTY, STATE OF MISSISSIPPI (SEAL)

00225 NON-COLLUSION AFFIDAVIT/DEBARMENT CERTIFICATION

Certification Regarding
Debarment, Suspension, and Other Responsibility Matters
Primary Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name JLB Contractors, LLC

Date April 16, 2024

By Johnathon Damiens, Co-Owner
Name and Title of Authorized Representative

Signature of Authorized Representative

SBA Form 1623 (10-88) Printed Recycling Program Printed on Recycled Paper

This form was electronically produced by Elite Federal Forms, Inc.

00225 NON-COLLUSION AFFIDAVIT/DEBARMENT CERTIFICATION

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If is is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

END OF SECTION

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Phone Number: Long Beach, MS 39560

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(TO BE EXECUTED IN DUPLICATE)

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COUNTY OF HANCOCK

I, Johnathon Damiens
(name of person signing affidavit)

individually, and in my capacity as Co-Owner
(title)

of JLB Contractors, LLC
(name of firm, partnership, limited liability company, or corporation)

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Signature:

Title: Co-Owner

Sworn before me this 16th day of April, 2024.

My commission expires 02/28/2027

Notary Public

(SEAL)
SHARON F. BOULET
COMM. # 66596
NOTARY PUBLIC
COMMISSION EXPIRES 2-28-2027
HANCOCK COUNTY, STATE OF MISSISSIPPI

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Business Name JLB Contractors, LLC

Date April 16, 2024

By Johnathon Damiens, Co-Owner
Name and Title of Authorized Representative

Signature of Authorized Representative

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END OF SECTION

Plan holders please acknowledge the receipt of **Addendum 1** for:

Scianna Lane Neighborhood Drainage Improvements

dated April 10, 2024, and issued by Chiniche Engineering and Surveying, by signing below and returning document via email to the Project Engineer at jason@chiniche.com.

Brandon Willis

Accepted by: Brandon J Willis Estimator/Pro ect Manager

Date: April 11, 2024 April 11, 2024

Company: JUB Contractors, LLC

21294 Johnson Road
Long Beach, MS 39560
O: 228 863 0303
F: 228 863 4469
www.jlb-co.com

RESOLUTION

A meeting of the Officers of JLB Contractors, LLC was held on the 6th day of October, 2017 and the following resolution was passed:

"RESOLVED: that **Johnathon D. Damiens,** Owner, is authorized to sign any and all documents necessary to conduct business on behalf of JLB Contractors, LLC."

WITNESS the signature of the undersigned on this the 6th day of October, 2017.

Kyle Cassagne
Owner

Johnathon D. Damiens
Owner

State of Mississippi

BOARD OF CONTRACTORS

ACTIVE

JLB CONTRACTORS, LLC
21294 JOHNSON ROAD
LONG BEACH, MS 39560

is duly registered and entitled to perform

1) BUILDING CONSTRUCTION 2) HEAVY CONSTRUCTION
3) HIGHWAY, STREET AND BRIDGE CONSTRUCTION 4) MUNICIPAL AND PUBLIC WORKS CONSTRUCTION

We have hereunto set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 16 day of Sep., 2023

BOARD OF CONTRACTORS STATE OF MISSISSIPPI

CERTIFICATE OF RESPONSIBILITY
No. 21884-MC
Expires Sep. 16, 2024

Joel A. Carroll
CHAIRMAN OF THE BOARD

JLB CONTRACTORS PAST PERFORMANCE AND PROJECT REFERENCES

Diamondhead Dr. East Retention (Miller) Pond & Lily Pond Dredging

Owner:	**City of Diamondhead**
Engineer:	**Pickering Firm**
Dollar Amount:	**$816,122.00 Dollars**
Date of Completion:	**August 2023**
Percent of work self-performed:	**100%**

JLB Contractors, LLC. was contracted by the City of Gautier to clear, grub and haul off 11,768 SY of vegetative debris, dredging and spoiling onsite 18,558 CY, and dredging and removing from site 17,788 CY of saturated soil, silt, and debris. The work also consisted of erosion control, installing rip rap and seeding all disturbed areas.

Gautier-Vancleave Road Wastewater System Upgrade

Owner:	**City of Gautier**
Engineer:	**Seymour Engineering**
Dollar Amount:	**$2,654,089.55 Dollars**
Date of Completion:	**August 2023**
Percent of work self-performed:	**72%**

JLB Contractors, LLC. was contracted by the City of Gautier to install approximately 8,105 LF in length of 16" HDPE Force Main by open cut method and 6,331 LF in length of 16" HDPE Force Main by directional boring to connect two (2) existing lift stations to ease the flow on an old decaying concrete gravity sewer main. The work also consisted of installing approximately 220 LF 24" diameter steel casing by Jack and Bore under Highway 90. All 16" HDPE force main was fused together, and all fused joint data was recorded by a data logger. The work also included 16" mechanical joint fittings, air release valves, charcoal air filters, cleanouts, upgrading pumps on an existing lift station, restoration work such as asphalt paving, concrete driveway repairs, curb & gutter, and erosion control.

JLB CONTRACTORS PAST PERFORMANCE AND PROJECT REFERENCES

Long Beach Wastewater System Upgrade Phase 1

Owner:	**Harrison County Utility Authority**
Engineer:	**Overstreet & Associates Consulting Engineers**
Dollar Amount:	**$4,955,000.00 Dollars**
Date of Completion:	**March 2023**
Percent of work self-performed:	**90%**

JLB Contractors, LLC. was contracted by the Harrison County Utility Authority to install 13,770 LF of 18" PVC sanitary sewer force main and associated appurtenance through the city of Logn Beach and Pass Christian. All associated site restoration was also completed to include concrete sidewalks, curb, and gutter and asphalt paving. Also included was the rehabilitation and restoration of one (1) sanitary sewer lift station to include a new liner, new pumps, new plumbing and hatches.

Landry Trace Subdivision Phase 1

Owner:	**Landry Trace, LLC.**
Engineer:	**Kyle and Associates**
Dollar Amount:	**$1,875,000.00 Dollars**
Date of Completion:	**February 2023**
Percent of work self-performed:	**75%**

JLB Contractors, LLC. was contracted by Landry Trace, LLC. Beach to clear approximately 25 Acres of heavily wooded property to complete the proposed subdivision by installing the infrastructure for the first 60 lots. Improvements included storm drainage, water, sanitary sewer, sewer lift station, stable road base, soil cement, asphalt paving and concrete curb and gutter.

Long Beach Wastewater System Upgrade Phase 2 (SP-13)

Owner:	**Harrison County Utility Authority**
Engineer:	**Overstreet & Associates Consulting Engineers**
Dollar Amount:	**$2,695,000.00 Dollars**
Date of Completion:	**November 2022**
Percent of work self-performed:	**85%**

JLB Contractors, LLC. was contracted by the Harrison County Utility Authority to install 11,998 LF of 18" PVC sanitary sewer force main and associated appurtenance through the city of Logn Beach. All associated site restoration was also completed to include concrete sidewalks, curb, and gutter and asphalt paving. Also included was the rehabilitation and restoration of one (1) sanitary sewer lift station to include a new liner, new pumps, new plumbing, and hatches.

JLB CONTRACTORS PAST PERFORMANCE AND PROJECT REFERENCES

Long Beach High School Addition

Owner:	**Long Beach Public Schools**
Engineer:	**Machado Patano**
Dollar Amount:	**$685,300.00 Dollars**
Date of Completion:	**February 2022**
Percent of work self-performed:	**100%**

JLB Contractors, LLC. was contracted by Orocon Construction to perform site work including building demolition, utility installation, storm drain installation, earthwork, and stone base.

Castine Pointe Subdivision Phase 6

Owner:	**Castine Pointe, LLC.**
Engineer:	**Kyle and Associates**
Dollar Amount:	**$1,225,000.00 Dollars**
Date of Completion:	**November 2021**
Percent of work self-performed:	**75%**

JLB Contractors, LLC. was contracted by Castine Pointe, LLC. Beach to clear approximately 16 Acres of heavily wooded property to complete the proposed subdivision by installing the infrastructure for the remaining 39 lots. Improvements included storm drainage, water, sanitary sewer, stable road base, soil cement, asphalt paving and concrete curb and gutter.

Flat Branch Sanitary Sewer System

Owner:	**Harrison County Utility Authority**
Engineer:	**Pickering Firm**
Dollar Amount:	**$505,000.00 Dollars**
Date of Completion:	**September 2021**
Percent of work self-performed:	**75%**

JLB Contractors, LLC. was contracted by the Harrison County Utility Authority to install an +/- 3,600 LF of 8" sanitary sewer force main with all associated appurtenances through an established utility easement located in the woods. JLB subcontracted trenchless rehabilitation of portions of an existing 15" gravity sewer main and associated manholes with cured in place pipe point repairs and the pumping of acrylamide and urethane grouting.

JLB CONTRACTORS PAST PERFORMANCE AND PROJECT REFERENCES

Seaway Road Pedestrian Pathway

Owner:	**City of Gulfport**
Engineer:	**Neel Schaffer**
Dollar Amount:	**$1,200,000.00 Dollars**
Date of Completion:	**March 2021**
Percent of work self-performed:	**100%**

JLB Contractors, LLC. was contracted by the City of Gulfport to construct a pedestrian pathway including storm drain, erosion control, aluminum bridges, box culvert, earthwork, stone base, asphalt paving, striping and misc. items.

Long Beach NRCS

Owner:	**City of Long Beach**
Engineer:	**Pickering Firm**
Dollar Amount:	**$525,000.00 Dollars**
Date of Completion:	**November 2020**
Percent of work self-performed:	**100%**

JLB Contractors, LLC. was contracted by the City of Long Beach to clean and reshape approximately 12,000 LF of the NRCS drainage channel in Long Beach, MS. JLB was also contracted to install grouted rip rap in various locations throughout the project.

Bay St. Louis High School Softball Field Renovations

Owner:	**Bay St. Louis-Waveland School District**
Engineer:	**Allred Stolarski Architects**
Dollar Amount:	**$155,000.00 Dollars**
Date of Completion:	**April 2020**
Percent of work self-performed:	**100%**

JLB Contractors, LLC. was contracted by the Bay St. Louis-Waveland School District to rehabilitate an existing softball field. The work consisted of removing the existing grass from the field and importing new sandy fill to a higher elevation while installing drainage. The complete field was then resodded and the infield was topped with a special infield soil mixture for baseball fields.

JLB CONTRACTORS PAST PERFORMANCE AND PROJECT REFERENCES

Hangar Street Extension

Owner:	**Gulfport-Biloxi Regional Airport Authority**
Engineer:	**Brown, Mitchell & Alexander, Inc.**
Dollar Amount:	**$315,000.00 Dollars**
Date of Completion:	**February 2020**
Percent of work self-performed:	**63%**

JLB Contractors, LLC. was contracted by the Gulfport-Biloxi Regional Airport Authority to construct a road approximately 640 LF in length to connect two (2) existing sections of Hangar Street. The work also included the installation of new storm drainage, traffic striping, signage, lighting, and asphalt paving.

Walmart Store #1066 – Fuel Station Addition Pascagoula, MS

Owner:	**Walmart**
Engineer:	**CEI Engineering & Associates, INC.**
Dollar Amount:	**$265,000.00 Dollars**
Date of Completion:	**January 2020**
Percent of work self-performed:	**100%**

JLB Contractors, LLC. was subcontracted by Hutton Construction to provide all site work for the construction of a new fuel station in Pascagoula, MS. JLB's scope of work consisted of hauling out unsuitable soil and hauling in suitable soil to raise the store and parking lot to the proper elevations. The project also consisted of installing water mains, sewer mains, storm drains, erosion control devices and stone base to get parking lot ready for asphalt paving.

AVCRAD – Aircraft Maintenance Hangar

Owner:	**Mississippi Military Department**
Engineer:	**Albert and Associates**
Dollar Amount:	**$600,000.00 Dollars**
Date of Completion:	**June of 2019**
Percent of work self-performed:	**100%**

JLB Contractors, LLC. was contracted by Orocon Construction to perform storm drain improvements at the Air National Guard Base in Gulfport, MS. The project consists of new storm drainage installation ranging from 4" to 72" in diameter.

JLB CONTRACTORS PAST PERFORMANCE AND PROJECT REFERENCES

D'Iberville Galleria Phase 1

Owner:	**City of D'Iberville**
Engineer:	**Neel Schaffer**
Dollar Amount:	**$5.3 Million Dollars**
Date of Completion:	**February of 2019**
Percent of work self-performed:	**65%**

JLB Contractors, LLC. was contracted by the City of D'Iberville to perform infrastructure improvements at the Popps Ferry Road and D'Iberville Boulevard Intersection in D'Iberville, Mississippi. The project consists of new storm drainage, underground utilities, asphalt paving sidewalks, and new signal lights and poles.

Deer Circle Drainage

Owner:	**Jackson County Board of Supervisors**
Engineer:	**Michael Baker International**
Dollar Amount:	**$199,000.00**
Date of Completion:	**May of 2018**
Percent of work self-performed:	**100%**

JLB Contractors, LLC. was contracted by the Jackson County Board of Supervisors to install a Gabion stone ditch channel along with some concrete pipe to help the area drain better. This channel was constructed on Deer Circle in Jackson County, MS.

Wal-Mart Neighborhood Market Starkville

Owner:	**Walmart**
Engineer:	**Carlson Consulting**
Dollar Amount:	**$2.6 Million Dollars**
Date of Completion:	**January of 2018**
Percent of work self-performed:	**100%**

JLB Contractors, LLC. was subcontracted by DBS Corporation to provide all site work for the construction of the new Walmart Neighborhood Market in Starkville, MS. JLB's scope of work consisted of clearing the entire 9-acre site, hauling out unsuitable soil and hauling in suitable soil to raise the store and parking lot to the proper elevations. The project also consisted of installing water mains, sewer mains, storm drains, and erosion control devices.

JLB CONTRACTORS PAST PERFORMANCE AND PROJECT REFERENCES

Wal-Mart Neighborhood Market Biloxi

Owner:	**Walmart**
Engineer:	**Carlson Consulting**
Dollar Amount:	**$2.4 Million Dollars**
Date of Completion:	**January of 2017**
Percent of work self-performed:	**100%**

JLB Contractors, LLC. was subcontracted by DBS Corporation to provide all site work for the construction of the new Walmart Neighborhood Market in Biloxi, MS. JLB's scope of work consisted of clearing the entire 10-acre site, hauling out unsuitable soil and hauling in suitable soil to raise the store and parking lot to the proper elevations. The project also consisted of installing water mains, sewer mains, storm drains, and erosion control devices.

Area 13 Hospital Phase 1 & 2 Infrastructure Repairs

Owner:	**City of Biloxi**
Engineer:	**Garner Russel and Associates**
Dollar Amount:	**$9 Million Dollars**
Date of Completion:	**August of 2015**
Percent of work self-performed:	**65%**

J. Levens Builders, Inc. was contracted by the City of Biloxi to perform infrastructure improvements to a neighborhood in the back bay of Biloxi. The project consisted of a full rehab of all underground utilities and drainage for multiple streets, as well as concrete and asphalt paving, sewage pump stations, sidewalks, driveways, and landscaping. The project was completed in the fall of 2015.

21294 Johnson Road
Long Beach, Mississippi 39560
Office Phone: 228-863-0303
Office Fax: 228-863-4469
www.jlb-co.com

EQUIPMENT AND VEHICLE LIST

TRUCKS-VEHICLES

Equipment Type	Manufacturer	Model	Year
Semi Truck	Mack	CH613	2004
Pickup Truck	Ford	F250 Super Duty	2012
Pickup Truck	Toyota	Tacoma	2014
Semi Truck	Mack	CH613	2015
Semi Truck	Mack	CH613	2015
Semi Truck	Mack	CH613	2016
Service Truck	Ford	F550	2015
Flat Bed Truck	Ford	F550	2016
Semi Truck	Western Star	4700 Tractor	2018
Semi Truck	Western Star	4700 Triaxle	2017
Pickup Truck	Ford	F150	2017
Semi Truck	Mack	PI64T	2019
Semi Truck	Mack	PI64T	2019
Semi Truck	Mack	PI64T	2019
Pickup Truck	Ford	F150 Super crew	2018
Service Truck	Ford	F250	2013
Semi Truck	Mack	PI64T	2020
Semi Truck	Mack	PI64T	2020
Pickup Truck	Ford	F150 Super crew	2019
Pickup Truck	Ford	F250	2019
Semi Truck	Mack	GR84F Triaxle	2020
Pickup Truck	Ford	F150 Super crew	2021
Pickup Truck	Ford	F350 Dually	2020
Pickup Truck	Ford	F150	2020
Pickup Truck	Ford	F150	2020
Pickup Truck	Ford	F250 Super crew	2021
Pickup Truck	Ford	F350 Super Duty	2022
Pickup Truck	Ford	F150 Super crew	2022
Pickup Truck	Ford	F350 Dually	2023
Semi Truck	Mack	P164T DC	2021
Semi Truck	Mack	P164T DC	2021

TRAILERS			
Equipment Type	**Manufacturer**	**Model**	**Year**
Flatbed Trailer - Semi Truck	Manac	Extendable Flatbed-42'-82'	2006
Flatbed Trailer - Semi Truck	Manac	Extendable Flatbed-42'-82'	2006
Flat Bed Bumper Pull - Pickup	Pullers Pride 12'	Flat Bed Bumper Pull	1999
Dump Trailer - Semi Truck	Mate	Aluminum Trailer	2010
Flat Bed Bumper Pull - Pickup	PAC	Flat Bed Bumper Pull	2010
Flat Bed Bumper Pull - Pickup	Texas Bragg	Flat Bed Bumper Pull	2013
Lowboy Equipment Mover - Semi Truck	Trail King	TK110 Lowboy Trailer	2013
Gooseneck Flat Bed - Super Pickup	Top Hat	Gooseneck Trailer	2009
Flat Bed Bumper Pull - Pickup	Gator Made	Flat Bed Bumper Pull	2017
Cargo Trailer Bumper Pull - Pickup	8.5X16TA	Spartan	2018
Container Chassis - Semi Truck	CHA	20/40 Combo 12-Pin Triaxle Container Chassis	2018
Container Chassis - Semi Truck	CHA	20/40 Combo 12-Pin Triaxle Container Chassis	2018
Container Chassis - Semi Truck	CHA	20/40 Combo 12-Pin Triaxle Container Chassis	2018
Dump Trailer - Semi Truck	Scrap Master	Construction Trailer Specialists (CTS)	2019
Flat Bed Bumper Pull - Pickup	Custom Built	Covered Bumper Pull (14')	2020
Flat Bed Bumper Pull - Pickup	Custom Built	Covered Bumper Pull (16')	2020
Flat Bed Bumper Pull - Pickup	Custom Built (20')	Davidson Utility Flat Bed Trailer	2021
Dump Trailer - Semi Truck	Palmer	Dump Trailer	2020
Dump Trailer - Semi Truck	Palmer	Dump Trailer	2020
Dump Trailer - Pickup Truck	Texas Pride	16' Trash/Debris Trailer	2021
Gooseneck Flat Bed - Super Pickup	Texas Pride	Gooseneck Trailer	2021
Container Chassis - Semi Truck	National Chassis	20/40 Combo 12-Pin Triaxle Container Chassis	2021
Container Chassis - Semi Truck	National Chassis	20/40 Combo 12-Pin Triaxle Container Chassis	2021
Container Chassis - Semi Truck	National Chassis	20/40 Combo 12-Pin Triaxle Container Chassis	2021
Container Chassis - Semi Truck	National Chassis	20/40 Combo 12-Pin Triaxle Container Chassis	2021
Container Chassis - Semi Truck	National Chassis	20/40 Combo 12-Pin Triaxle Container Chassis	2021
Container Chassis - Semi Truck	Cheetah	Chassis, 20-0, Extend Bogie, Tridem	2011
Container Chassis - Semi Truck	Cheetah	Chassis, 20-0, Extend Bogie, Tridem	2011
Container Chassis - Semi Truck	Cheetah	Chassis, 20-0, Extend Bogie, Tridem	2011
Container Chassis - Semi Truck	Cheetah	Chassis, 20-0, Extend Bogie, Tridem	2011
Container Chassis - Semi Truck	Cheetah	Chassis, 20-0, Extend Bogie, Tridem	2011
Container Chassis - Semi Truck	Cheetah	Chassis, 20-0, Extend Bogie, Tridem	2011
Container Chassis - Semi Truck	Cheetah	Chassis, 20-0, Extend Bogie, Tridem	2011
Flat Bed Bumper Pull - Pickup	Long Run	Flat Bed Bumper Pull - 20'	2022
Dump Trailer - Semi Truck	Palmer	Dump Trailer	2022
Container Chassis - Semi Truck	Cheetah	M70250	2018
Container Chassis - Semi Truck	Cheetah	M70400	2020
Container Chassis - Semi Truck	Cheetah	M70412	2020
Container Chassis - Semi Truck	Cheetah	M70364	2020
Container Chassis - Semi Truck	Cheetah	M70373	2020
Container Chassis - Semi Truck	Cheetah	M70374	2020
Container Chassis - Semi Truck	Cheetah	M70379	2020
Container Chassis - Semi Truck	Cheetah	M70389	2020
Flatbed Trailer - Semi Truck	Fontaine, Flat, Str Frame, 48-0	Q56749	2019
Flatbed Trailer - Semi Truck	Fontaine, Flat, Str Frame, 53-0	U51340	2020

EQUIPMENT			
Equipment Type	**Manufacturer**	**Model**	**Year**
Forklift	Caterpillar	GP50K	2006
Telehandler	Caterpillar	TH350B	2005
Sweeper	Laymoor	L180H	2008
Light Plant (1)	Magnum	MLT3060	2006
Light Plant (2)	Magnum	MLT3060	2006
Front End Loader	Volvo	L60F	2007
Compaction Roller	Hypac	C830C	2007
Backhoe Loader	John Deere	310SJ	2010
Front End Loader	Volvo	L60F	2009
Excavator	John Deere	225DLC	2012
Mini-Excavator	Caterpillar	305ECR	2012
Excavator	John Deere	350GLC	2012
Mower (UP) (72")	Scag	SCZ72V-921FX	2013
Mower (UP)	Scag	SCZ52V-23FX	2014
Robotic Station	Trimble		
Aries			
ATV - Four Seat Side By Side	Kubota	RTV900	2005
Mower (UP)	Scag	SCZ52V-23FX	2018
Excavator	John Deere	50G	2018
Excavator	John Deere	75G	2018
Pump and Power Unit	HydraTech	S4TLPAL / HT20G	2020
Dozer	Caterpillar	D1-12LGP	2020
ATV	Honda	TRX250	2020
ATV	Polaris	R21MAAE4G8	2021
Excavator	John Deere	245G	2021
Wheel Loader	John Deere	624P	2021
ATV	Polaris	R22RSF99AK	2022
Compact Track Loader - Skid Steer	John Deere	325G	2021
Utility Tractor	John Deere	5100E	????
Ztrak Mower (UP)	John Deere	Z960M	2021
Wellpoint Pump		12R.DDS.3.6.X	2022
Ztrak Mower (UP)	John Deere	Z930M	2022
160GF Excavator	John Deere	160GF	2022
Bush Hog		3308	2022
Trimble Equipment (JD700L)	Trimble	Earthworks	2022
Crawler Dozer	John Deere	700L	2022
Mini-Excavator	John Deere	35G (White)	2022
Mini-Excavator	John Deere	35G (Black)	2022
ATV	Polaris	A23SXZ85A9	2023
ATV	Polaris	A23SXZ85AG	2023
Excavator	John Deere	210P	2023
Compact Track Loader - Skid Steer	John Deere	325G	2023
Compact Excavator (Mini)	John Deere	60G	2023
Excavator	John Deere	85G	2023
Utility Vehicle	Club Car	Carryall 1500	2017
Tractor	John Deere	5075E	2024

21294 Johnson Road
Long Beach, MS 39560
O: 228 863 0303
F: 228 863 4469
www.jlb-co.com

April 16, 2024

City of Bay St. Louis
688 Highway 90
Bay St. Louis, MS. 39520

RE: Scianna Lane Drainage Improvements - JLB KEY PERSONNEL LIST

- Johnathon Damiens – Owner
- Kyle Cassagne – Owner
- Brandon Willis – Estimator/Project Manager
- Robert Compton – Project Manager
- Sharon Boulet – Office Manager
- Frank Arnold – Superintendent
- Dave Cornfoot – Surveyor/Superintendent
- Dustin Sullivan - Superintendent

Thank you,

Brandon J Willis
Estimator/Project Manager

Addendum to City of Bay St. Louis Contracts

This Addendum between the City of Bay St. Louis, Mississippi ("BSL") and ("Contractor") is an integral part of the contract. Contractor acknowledges that BSL is a governmental entity and is subject to the laws of the State of Mississippi governing actions of governmental bodies. Contractor further acknowledges that BSL does not waive, relinquish or forfeit any of the rights, benefits, protections, guaranties or prohibitions that may be provided under any law, statute, regulation or policy. The parties agree that this Addendum is incorporated into the contract and agree that should any provision of the contract conflict with this Addendum, the terms of the Addendum control.

1. BSL contracts are governed by the laws of the State of Mississippi. Any provision that purports to set venue outside of the State of Mississippi is deleted.

   U.S. Const. Amend XI; Miss. Code Ann. § 11-11-3; Miss. Code Ann. § 11-45-1; City of Jackson v. Wallace, 196 So. 223 (1940); Miss. AG Op., Clark (June 2, 2002); Miss. AG Op., Nowak (November 19, 2005).

2. BSL does not waive its sovereign immunity. BSL shall only be responsible for liability resulting from the negligent actions of its officers, agents, and employees acting within the course and scope of their official duties.

   Miss. Code Ann. § 11-46-1, et seq.

3. BSL does not waive its Constitutional Eleventh (11th) Amendment immunity.

   U.S. Const. Amend. XI.

4. Any reference to BSL waiving its right to a trial by jury are deleted.

   Miss. AG Op., Chamberlin (October 18, 2002).

5. BSL does not agree to any provisions wherein the credit of the State of Mississippi is pledged or loaned in aid of any person, association, or corporation.

   Miss. Const. Art. 14 § 258; Miss. AG Op., Stringer (January 25, 2006).

6. Any reference to payment of attorney's fees by BSL are deleted.

   Miss. AG Op., Nowak (January 23, 2009); Miss. AG Op., Stringer

(January 25, 2006).

7. BSL does not agree to pay extra compensation, fees, or allowances after service rendered or contract made, or for any payment not authorized by law.

   Miss. Const. Art. 4, § 96; Miss. AG Op., Stringer (January 25, 2006).

8. Any references to BSL limiting BSL's damages to the contract price or any other set amount are deleted.

   Miss. Const. Art. 4 § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).

9. Any references to BSL indemnifying or holding harmless the Contractor or any other party are deleted.

   Miss. Const. Art. 4 § 100; Miss.AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).

10. Any provisions limiting the time for BSL to pursue legal action are deleted.

    Miss. Const. Art. 4 § 100; Miss.AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).

11. Any reference to BSL waiving any cause of action it may have against Contractor or any other party as a result of Contractor's breach of the contract, or Contractor's own negligence or willful misconduct or the negligence or willful misconduct of Contractor's employees or agents are deleted.

    Miss. Const. Art. 4 § 100; Miss.AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).

12. Any reference to BSL limiting damages, remedies or waiving any claim are deleted.

    Miss. Const. Art. 4 § 100; Miss.AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).

13. Any provisions giving the Contactor exclusive control over litigation are deleted. BSL does not agree that Contractor may represent, prosecute or defend legal actions in the name of BSL.

14. Any references to BSL submitting to binding arbitration are deleted.

    Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002)

15. With the exception of any expressed limitation of remedies for breach of implied warranties of merchantability and fitness for a particular purpose concerning computer software and services performed on computer hardware and computer software, which are sold between merchants,

any provisions which would limit the Contractor's liability to BSL or allow Contractor to waive any applicable warranties (express or implied) are deleted.

Miss. Const. Art. 4 § 100; Miss. Code Ann. §75-2-719; Miss. AG Op., Clark (June 2, 2002); Miss. AG Op., Chamberlin (October 18, 2002); Miss. AG Op., Long (February 22, 2009).

16. Any references to BSL limiting or waiving any common law warranty are deleted.

Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).

17. BSL does not make any warranty.

Miss. Const. Art. 4, § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).

18. BSL will deliver payments to Contractor. Any provision that requires BSL pay Contractor any late charges is governed by Miss. Code Ann. § 31-7-305.

19. BSL is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act, Miss. Code Ann. § 25-61-1, et seq., and the Mississippi Accountability and Transparency Act of 2008, Miss. Code. Ann. § 27-104-151, et seq.

20. Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Miss. Code Ann. § 71-11-1, et seq., and will register and participate in the status verification system for all newly hired employees. Any provision penalizing BSL for hiring an employee who works for the Contractor is deleted.

21. The continuance of any BSL contract is based on the availability of funds. Should there be no funds available for any succeeding funding period; the contract will be cancelled as of the end of the funding period with no further obligation on the part of BSL. This contract is cancellable with thirty (30) days' notice to the vendor at the end of the fiscal period I the event funds are not appropriated by the funding authority. (Any property covered by a lease shall be returned to lessor).

22. Any provision requiring BSL to name the contractor as an additional insured is deleted.

23. Neither party may assign its rights or delegate its duties under the contract without the prior written consent of the other party, which shall not be unreasonably withheld.

24. Contractor recognizes that BSL, as a political subdivision of the State of Mississippi, enters into this contract only to the extent authorized by Mississippi law.

25. Contractor acknowledges that the individual executing the contract on behalf of BSL is doing so only in his/her official capacity only, and to the extent that any provision contained in the

contract exceeds his/her authority, Contractor agrees that it will not look to that individual in his/her personal capacity or otherwise seek to hold him/her individually liable for exceeding such authority.

CONTRACTOR

By: _____
(Original Signature of Principal or General Agent)

NAME/TITLE Johnathon D. Damiens, Co-Owner

COMPANY: JLB Contractors, LLC

DATE: _____

CITY OF BAY ST. LOUIS, MISSISSIPPI

By: Michael J. Favre, Mayor

SIGNATURE: _____

DATE: 5-31-24

00925 PERFORMANCE BOND

PERFORMANCE BOND

Bond No. PRF 08281250

Contractor Name: JLB Contractors, LLC Address *(principal place of business)*: 21294 Johnson Road Long Beach, MS 39560	**Surety** Name: Fidelity and Deposit Company of Maryland Address *(principal place of business)*: 1299 Zurich Way, 5th Floor Schaumburg, IL 60196
Owner Name: **City of Bay St. Louis** Mailing address *(principal place of business)*: **688 Highway 90** **Bay St. Louis, MS 39520**	**Contract** Description *(name and location)*: Scianna Lane Neighborhood Drainage Improvements, Bay St. Louis MS Contract Price: $395,055.00 Effective Date of Contract:

Bond

Bond Amount: $395,055.00
Date of Bond:
(Date of Bond cannot be earlier than Effective Date of Contract)
Modifications to this Bond form:
☒ None ☐ See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
JLB Contractors, LLC *(Full formal name of Contractor)*	Fidelity and Deposit Company of Maryland *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature) (Attach Power of Attorney)*
Name: Johnathon D. Damiens *(Printed or typed)*	Name: John G. Raines *(Printed or typed)*
Title: Co-Owner	Title: Attorney-in-Fact
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: Sharon F. Boulet *(Printed or typed)*	Name: Amanda Charfauros *(Printed or typed)*
Title: Office Manager	Title: Witness

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
   3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
   3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
   3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
   5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
   5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
   5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
   5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

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5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

   7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

   7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

   7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.

12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

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statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

16. Modifications to this Bond are as follows: None.

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00950 PAYMENT BOND

PAYMENT BOND

Bond No. PRF 08281250

Contractor Name: JLB Contractors, LLC Address *(principal place of business)*: 21294 Johnson Road Long Beach, MS 39560	**Surety** Name: Fidelity and Deposit Company of Maryland Address *(principal place of business)*: 1299 Zurich Way, 5th Floor Schaumburg, IL 60196
Owner Name: **City of Bay St. Louis** Mailing address *(principal place of business)*: **688 Hwy 90** **Bay St. Louis, MS 39520**	**Contract** Description *(name and location)*: Scianna Lane Neighborhood Drainage Improvements, Bay St. Louis MS Contract Price: $395,055.00 Effective Date of Contract:

Bond

Bond Amount: $395,055.00

Date of Bond:

(Date of Bond cannot be earlier than Effective Date of Contract)

Modifications to this Bond form:

☒ None ☐ See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

Contractor as Principal	Surety
JLB Contractors, LLC *(Full formal name of Contractor)*	Fidelity and Deposit Company of Maryland *(Full formal name of Surety) (corporate seal)*
By: [signature] *(Signature)*	By: *(Signature)(Attach Power of Attorney)*
Name: Johnathon D. Damiens *(Printed or typed)*	Name: John G. Raines *(Printed or typed)*
Title: Co-Owner	Title: Attorney-in-Fact
Attest: Sharon F. Boulet *(Signature)*	Attest: [signature] *(Signature)*
Name: Sharon F. Boulet *(Printed or typed)*	Name: Amanda Charfauros *(Printed or typed)*
Title: Office Manager	Title: Witness

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.

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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
    5.1. Claimants who do not have a direct contract with the Contractor
        5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
        5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
    5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
    7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
    7.2. Pay or arrange for payment of any undisputed amounts.
    7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

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8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

    16.1. *Claim*—A written statement by the Claimant including at a minimum:

        16.1.1. The name of the Claimant;

        16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;

        16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;

        16.1.4. A brief description of the labor, materials, or equipment furnished;

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16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;

16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;

16.1.7. The total amount of previous payments received by the Claimant; and

16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

18. Modifications to this Bond are as follows: None.

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ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint John E. MARCHETTI, David R. ROBERTSON, John G. RAINES, Kelli E. BURNUM, Jessica WINDHAM, Sherrill Ann KELLEY, Tammy D. VERNON, Rita G. CLARK, Amanda Jean CHARFAUROS **of Ridgeland, Mississippi,** of its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND,** this 11th day of April, A.D. 2024.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 11th day of April, A.D. 2024, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison

GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this _____ day of _____, _____.

Thomas O. McClellan
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

CERTIFICATE OF LIABILITY INSURANCE

DATE 5/17/2024

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: Emily Murphy
Arthur J. Gallagher Risk Management Services, LLC 1076 Highland Colony Parkway Suite 300 Ridgeland MS 39157	PHONE (A/C, No, Ext): 601-863-3122 FAX (A/C, No): E-MAIL ADDRESS: emily_murphy@ajg.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
JLB Contractors, LLC 21294 Johnson Road Long Beach MS 39560	INSURER A : Bridgefield Casualty Insurance Company	10335
	INSURER B : Continental Insurance Company	35289
	INSURER C : National Fire Insurance Co of Hartford	20478
	INSURER D : Travelers Property Casualty Co of America	25674
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 318746017 **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	
C	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:			6081531948	9/14/2023	9/14/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee benefi	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			6081427167	9/14/2023	9/14/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 1,000,000 $ $ $ $
B	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $			6081427198	9/14/2023	9/14/2024	EACH OCCURRENCE AGGREGATE [ ]	$ 3,000,000 $ 3,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [Y] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			19651554	9/14/2023	9/14/2024	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Cargo/Truckers Installation Coverage*			6602P600545	9/14/2023	9/14/2024	Limit of Liability Deductible See below	$250,000 $5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
*Installation Coverage - At Each Job Site Location: $250,000.00; At Each Temporary Storage Location: $250,000.00; At All Covered Locations Combined - $500,000.00; In Transit - $100,000.00 - Deductible: $2,500.00
RE: Scianna Lane Neighborhood Drainage Improvements.

CERTIFICATE HOLDER

City of Bay St. Louis
688 Highway 90
Bay St. Louis MS 39520

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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Item # 31.

CERTIFICATE OF LIABILITY INSURANCE

DATE 5/17/2024

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: Emily Murphy
Arthur J. Gallagher Risk Management Services, LLC 1076 Highland Colony Parkway Suite 300 Ridgeland MS 39157	PHONE (A/C, No, Ext): 601-863-3122 FAX (A/C, No): E-MAIL ADDRESS: emily_murphy@ajg.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
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	INSURER B : Continental Insurance Company	35289
	INSURER C : National Fire Insurance Co of Hartford	20478
	INSURER D : Travelers Property Casualty Co of America	25674
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 683875627 **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	
C	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:			6081531948	9/14/2023	9/14/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee benefi	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			6081427167	9/14/2023	9/14/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			6081427198	9/14/2023	9/14/2024	EACH OCCURRENCE AGGREGATE	$ $ 3,000,000 $ 3,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			19651554	9/14/2023	9/14/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Cargo/Truckers Installation Coverage*			6602P600545	9/14/2023	9/14/2024	Limit of Liability Deductible See below	$250,000 $5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
*Installation Coverage - At Each Job Site Location: $250,000.00; At Each Temporary Storage Location: $250,000.00; At All Covered Locations Combined - $500,000.00; In Transit - $100,000.00 - Deductible: $2,500.00
RE: Scianna Lane Neighborhood Drainage Improvements.

CERTIFICATE HOLDER

Chiniche Engineering & Surveying
407 Highway 90
Bay St. Louis MS 39520

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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DESIGN GROUP

MP Design Group
918 Howard Ave. Suite F
Biloxi, MS 39530

City of Bay St. Louis
Mike Reso
688 Highway 90
Bay St. Louis, MS 39520

Invoice number 16021
Date 06/03/2024

Project **0317.23.002 COURT STREET COMMUNITY CENTER**

Professional Services through June 03, 2024

Construction Cost	$1,200,000.00	
Construction Cost %	0.00	%
Contract Amount	$120,000.00	

Description	Fee Schedule	Percent Complete	Prior Billed	Remaining Balance	Current Billed
ARCHITECTURAL DESIGN SERVICES	96,000.00	75.00	48,000.00	24,000.00	24,000.00
BID & CONSTRUCTION PHASE SERVICES	24,000.00	0.00	0.00	24,000.00	0.00
Total	120,000.00	60.00	48,000.00	48,000.00	24,000.00

Invoice total **24,000.00**

Approved by:

Gerrod W. Kilpatrick

Remit Payment to:
MP Design Group
918 Howard Ave., Suite F
Biloxi, MS 39530

All payment terms are NET 30, unless otherwise noted

Work Order No. 15-007-031

Background Data: Effective Date of General Services Contract: 9-17-2021

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

Work Order: Bayou Lacroix Boat Launch Improvements Phase 2

Scope of Work: Provide Design, Permitting, Bidding and Construction Phase Services for a new low level pier, kayak launch ramp and bulkhead.

Compensation Summary: Lump Sum fee of $15,000.00

The Effective Date of this Work Order is _____.

ENGINEER:

Jason Chiniche, P.E.

James J. Chiniche, PA Inc (dba Chiniche Engineering and Surveying)

By: Jason Chiniche, PE

Title: Principal Engineer

Date Signed: __6/13/2024_____

OWNER:

City of Bay St. Louis

By: Mayor Favre

Title: Mayor

Date Signed: _____

Chiniche Engineering & Surveying
407 Highway 90
Bay St. Louis, MS 39520
228-467-6755
jason@chiniche.com
www.chiniche.com

INVOICE

Invoiced to date - $13,926.12 (6/22 - 6/24)

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

INVOICE # 15-007-0129
DATE 06/11/2024

TERMS Due on receipt

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
02/13/2024	**Clerical**	Pickleball Court-NOA, Recommendation Letter, Bid Tabulation	0:30	60.00	30.00
02/14/2024	**Clerical**	Pickleball-Documents for Agenda	0:30	60.00	30.00
02/15/2024	**Clerical**	Pickleball Court-Rec. Letter	0:15	60.00	15.00
02/21/2024	**Clerical**	Pickleball Court-NOA Update	0:30	60.00	30.00
03/01/2024	**Clerical**	Pickleball Court - NOA, Contracts	0:15	60.00	15.00
03/06/2024	**Engineer Technician**	bonds to insurance co	0:30	90.00	45.00
04/17/2024	**Clerical**	Pickleball - Contract Updates, LOT	1:00	60.00	60.00
04/18/2024	**Clerical**	Pickleball Court - Agreement, Bid Proposal, BSL Addendum, Add #1	0:30	60.00	30.00
04/22/2024	**Clerical**	Pickleball Court - Follow up email (contracts, addendum)	0:15	60.00	15.00
04/26/2024	**Clerical**	Pickleball Court - Addendum Moran Hauling	0:15	60.00	15.00
04/30/2024	**Clerical**	Pickleball - Pre-Con Agenda, BSL	0:45	60.00	45.00

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	
		Addendum, Contracts, LOT			
05/02/2024	**Clerical**	Pickleball Court - Pre-Con Meeting Minutes, Attendance, Site Plan	0:45	60.00	45.00
05/03/2024	**Clerical**	Pickleball Court - Meeting Minutes & Site Plan	0:15	60.00	15.00
05/06/2024	**Clerical**	Pickleball Court - Moran Hauling COI, Conformed Plans/Specs	0:45	60.00	45.00
05/09/2024	**Clerical**	Pickleball Court - NTP	0:15	60.00	15.00
05/10/2024	**Clerical**	Pickleball Court - NTP	0:15	60.00	15.00
05/21/2024	**Clerical**	Pickleball Court - Plans, Specs, Contractor Foreman	2:00	60.00	120.00
05/22/2024	**Clerical**	Pickleball Court - Submittals, Emails, CO #1	0:30	60.00	30.00
05/24/2024	**Clerical**	Pickleball Court - Submittal	0:15	60.00	15.00
05/28/2024	**Inspector**	Taking GPS shots on boundary lines of the court	1:15	94.00	117.50
05/29/2024	**Clerical**	Pickleball Court - Submittal	0:30	60.00	30.00
05/29/2024	**Design Technician**	import points and layout per jpc	0:45	99.00	74.25
05/29/2024	**Inspector**	Inspection of the installation of new pickle ball courts	2:00	94.00	188.00
05/30/2024	**Clerical**	Pickleball Court - CO #1	0:30	60.00	30.00
05/30/2024	**Inspector**	Checking on progress of court	1:30	94.00	141.00
05/31/2024	**Clerical**	Pickleball - CO #1	0:30	60.00	30.00
05/31/2024	**Inspector**	Checking in on progress and speaking with superintendent about more proof rolling	0:30	94.00	47.00
05/31/2024	**Inspector**	Back checking on progress made on court project	2:00	94.00	188.00
06/03/2024	**Clerical**	Pickleball - CO #1, Testing	0:30	60.00	30.00

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	
06/03/2024	**Instrument Man**	Pickleball court stake out	2:00	66.00	132.00
06/03/2024	**Survey Crew Chief**	Set 4 corners with wood stakes. Set CP and TBM	2:00	83.00	166.00
06/03/2024	**Inspector**	Working with survey crew staking out points on court	2:30	94.00	235.00
06/04/2024	**Inspector**	Meeting with Jason and BSL at job site	1:30	94.00	141.00
06/05/2024	**Clerical**	Pickleball Court - Submittal, Testing, Agreement	1:15	60.00	75.00
06/05/2024	**Design Technician**	review proposed changes with pm	0:30	99.00	49.50
06/05/2024	**Design Technician**	meet with pm and make modifications to court	2:00	99.00	198.00
06/05/2024	**Design Technician**	finalize exhibit	1:00	99.00	99.00
06/06/2024	**Clerical**	Pickleball Court - DWR, Pictures, Contract Spreadsheet	1:00	60.00	60.00
06/06/2024	**Design Technician**	plot for jpc	0:15	99.00	24.75
06/11/2024	**Legal Advertisement**	bid advertisement	134.12	1.00	134.12

Pickleball Court

BALANCE DUE **$2,820.12**

Chiniche Engineering & Surveying
407 Highway 90
Bay St. Louis, MS 39520
228-467-6755
jason@chiniche.com
www.chiniche.com

INVOICE

Original Contract Amount - $222,300.00
Previously Invoiced Amount - $58,909.50
Current Invoice Amount - $11,115.00
Balance - $155,610.00

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

INVOICE # 15-007-0248
DATE 06/11/2024

TERMS Due on receipt

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
06/11/2024	**Engineering Services**	Main Drain Topographic Surveying	0:03	222,300.00	11,115.00

NRCS Main Drain Surveying

BALANCE DUE **$11,115.00**

Chiniche Engineering & Surveying
407 Highway 90
Bay St. Louis, MS 39520
228-467-6755
jason@chiniche.com
www.chiniche.com

INVOICE

Total Invoiced to date (3.24 -6.24) $5,372.75

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

INVOICE # 15-007-0282
DATE 06/11/2024

TERMS Due on receipt

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
05/13/2024	**Engineer Technician**	meeting with City	1:00	90.00	90.00
05/14/2024	**Engineer Technician**	Inventory coordination	1:00	90.00	90.00
05/16/2024	**Engineer Technician**	inventory	0:30	90.00	45.00
05/20/2024	**Engineer Technician**	inventory explanation with Madison	1:00	90.00	90.00
05/21/2024	**Engineer Technician**	inventory teach interns	5:00	90.00	450.00
05/21/2024	**Engineer Intern**	water account addresses	2:00	85.00	170.00
05/22/2024	**Engineer Intern**	water account addresses	6:00	85.00	510.00
05/23/2024	**Engineer Intern**	water account addresses	4:30	85.00	382.50
05/28/2024	**Engineer Technician**	inventory	0:30	90.00	45.00
05/28/2024	**Engineer Intern**	water account addresses	3:00	85.00	255.00
05/30/2024	**Engineer Technician**	inventory	1:30	90.00	135.00
05/31/2024	**Engineer Technician**	review abbie's work on parcels	1:30	90.00	135.00
06/03/2024	**Engineer Intern**	addresses	3:30	85.00	297.50

Lead Service Line (LSL) Inventory

BALANCE DUE **$2,695.00**

Chiniche Engineering & Surveying
407 Highway 90
Bay St. Louis, MS 39520
228-467-6755
jason@chiniche.com
www.chiniche.com

INVOICE

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

Original Contract Amount - $81,600.00
Previously Invoiced - $23,244.00
Current Invoice - $2,816.00
Balance - $55,540.00

INVOICE # 22-00661
DATE 06/11/2024

TERMS Due on receipt

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
05/22/2024	**Inspector**	Onsite inspection with the survey crew	3:00	94.00	282.00
05/23/2024	**Inspector**		1:30	94.00	141.00
05/30/2024	**Engineer Technician**	coordinate with Harry	1:00	90.00	90.00
05/30/2024	**Inspector**	Checking in and on video crew viewing pipes	2:45	94.00	258.50
05/31/2024	**Inspector**	Drawdown testing for the city of Waveland	1:45	94.00	164.50
06/04/2024	**Inspector**	Working with Televac on cleaning and videoing pipes and SMH	3:30	94.00	329.00
06/05/2024	**Inspector**	Working with crew videoing and cleaning pipes and SMH	8:15	94.00	775.50
06/06/2024	**Inspector**	Continuing videos and cleaning of pipes and MH's	0:19	94.00	29.77
06/06/2024	**Inspector**	Continuing videos and cleaning of pipes and MH's	2:11	94.00	205.23
06/06/2024	**Inspector**	Continuing videos and cleaning of pipes and MH's	5:45	94.00	540.50

ARPA Phase 1 Inspection

BALANCE DUE **$2,816.00**

Chiniche Engineering & Surveying
407 Highway 90
Bay St. Louis, MS 39520
228-467-6755
jason@chiniche.com
www.chiniche.com

INVOICE

Invoiced to date - $10,286.50 (2/27 - 6/24)

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

INVOICE # 15-007-0273
DATE 06/11/2024

TERMS Due on receipt

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
05/01/2024	**Senior Project Manager**	loan docs submission	0:30	193.00	96.50
05/02/2024	**Senior Project Manager**	MSDH transmittal letter	0:15	193.00	48.25
05/06/2024	**Senior Project Manager**	MSDH transmittal	0:15	193.00	48.25
05/10/2024	**Senior Project Manager**	request for geotech investigation proposal	0:15	193.00	48.25
05/14/2024	**Senior Project Manager**	review of archaeological survey, correspondence w/ Jason Saucier for preliminary wetland delineation	1:00	193.00	193.00
05/16/2024	**Senior Project Manager**	MDAH submittal of archaeological survey	0:30	193.00	96.50
05/29/2024	**Instrument Man**	15-007-027 Survey	4:00	66.00	264.00
05/29/2024	**Survey Crew Chief**	15-007-027 survey	4:00	83.00	332.00
06/04/2024	**Instrument Man**	15-007-027 BSL Watertank SO	2:00	66.00	132.00
06/04/2024	**Survey Crew Chief**	15-007-027 s.o.	2:00	83.00	166.00
06/04/2024	**Professional Surveyor**	Review data and calcs.	0:30	143.00	71.50
06/05/2024	**Senior Project Manager**	notice for public hearing	0:15	193.00	48.25
06/06/2024	**Senior Project Manager**	finalizing facility plan	2:00	193.00	386.00
06/11/2024	**Sub-Contracting**	MSDAH Report	1	4,500.00	4,500.00

DOH Water Loan/Grant - Water System Improvements

BALANCE DUE

$6,430.50

Chiniche Engineering & Surveying
407 Highway 90
Bay St. Louis, MS 39520
228-467-6755
jason@chiniche.com
www.chiniche.com

INVOICE

Original Contract Amount - $760,083.33
Previously Invoiced Amount - $520,767.92
Current Invoice Amount - $1,900.21
Balance - $237,415.21

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

INVOICE # 22-00662
DATE 06/11/2024

TERMS Due on receipt

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
06/11/2024	**Engineering Services**	Phase 1 Construction Administration	0.25%	760,083.33	1,900.21

ARPA Phase 1 Construction Administration

BALANCE DUE **$1,900.21**

Chiniche Engineering & Surveying
407 Highway 90
Bay St. Louis, MS 39520
228-467-6755
jason@chiniche.com
www.chiniche.com

INVOICE

Invoiced to date - $7,748.5 (8/22-6/24)

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

INVOICE # 15-007-0197
DATE 06/11/2024

TERMS Due on receipt

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
04/03/2024	**Senior Project Manager**	call & correspondence w/ MDEQ	0:30	193.00	96.50
05/13/2024	**Senior Project Manager**	meeting for workshop	1:00	193.00	193.00
05/14/2024	**Senior Project Manager**	notice for workshop	0:30	193.00	96.50
05/29/2024	**Senior Project Manager**	workshop agenda prep	0:30	193.00	96.50

MS4 Permit

BALANCE DUE **$482.50**

Chiniche Engineering & Surveying
407 Highway 90
Bay St. Louis, MS 39520
228-467-6755
jason@chiniche.com
www.chiniche.com

INVOICE

Original Contract Amount - $760,083.33
Previously Invoiced Amount - $522,668.12
Current Invoice Amount - $9,508.64
Balance - $227,906.56

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

INVOICE # 22-00663
DATE 06/11/2024

TERMS Due on receipt

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
06/11/2024	**Engineering Services**	ARPA Phase 2 Sewer Design	1.25%	760,083.33	9,501.04

ARPA Phase 2 Design

BALANCE DUE **$9,501.04**

Chiniche Engineering & Surveying
407 Highway 90
Bay St. Louis, MS 39520
228-467-6755
jason@chiniche.com
www.chiniche.com

INVOICE

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

Invoiced to Date - $4,256.00 (5/24 - 6/24)

INVOICE # 15-007-0301
DATE 06/11/2024

TERMS Due on receipt

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
05/22/2024	**Engineer Technician**	MDAH project review	0:30	90.00	45.00
05/23/2024	**Engineer Technician**	DMR/USACE/USFWS project reviews	2:00	90.00	180.00
05/24/2024	**Engineer Technician**	IGRs	3:30	90.00	315.00
05/28/2024	**Engineer Technician**	Facilities Plans IGRs Coordinate with Jessica and Christina	5:00	90.00	450.00
05/28/2024	**Senior Project Manager**	helping Carrie w/ Facility Plan info, map of proposed work	0:30	193.00	96.50
05/29/2024	**Engineer Technician**	FP	5:00	90.00	450.00
05/29/2024	**Senior Project Manager**	helping Carrie w/ Facility Plan info	0:30	193.00	96.50
05/30/2024	**Engineer Technician**	FP	4:30	90.00	405.00
05/31/2024	**Engineer Technician**	Draft FP	1:00	90.00	90.00
06/03/2024	**Engineer Technician**	facilities plan	4:00	90.00	360.00
06/03/2024	**Senior Project Manager**	helping Carrie	0:15	193.00	48.25
06/04/2024	**Engineer Technician**	facility Plan	6:00	90.00	540.00
06/04/2024	**Senior Project Manager**	figure for facility plan	0:15	193.00	48.25
06/05/2024	**Engineer Technician**	facility Plan coordinate with christina	6:00	90.00	540.00
06/05/2024	**Senior Project Manager**	helping Carrie w/ Facility Plan	0:30	193.00	96.50
06/06/2024	**Engineer Technician**	facility plan	5:30	90.00	495.00

DEQ SRF Loan

BALANCE DUE $4,256.00

June 18, 2024

CERTIFICATION

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

- Claims Docket 06/18/2024_24-032 - $ 529,577.17

Michael Reso
City Clerk
City of Bay St. Louis

June 18, 2024

CERTIFICATION

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

- Claims Docket 06/18/2024_24-033 - $ 74,500.00

Michael Reso
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

CITY OF BAY ST LOUIS

CASH BALANCES

6/14/2024

FUND	TYPE	DESCRIPTION	Before	Docket	After	*	Expected Reimbursables	Interfund Loans Due/from	Expected after Reimb & Loans Paid	ALERT!!!!
001	COMMITTED	GENERAL FUND OPERATING	$ 4,286,564.27	$ 100,494.59	$ 4,387,058.86			$ 204,488.12	$ 4,591,546.98	
003	RESTRICTED	CAPITAL LEASE FUND	$ 15.75		$ 15.75				$ 15.75	
005	COMMITTED	MUNICIPAL RESERVE FUND	$ 841,755.23		$ 841,755.23				$ 841,755.23	
007	COMMITTED	EMERGENCY CASH RESERVE	$ 1,012,973.22		$ 1,012,973.22				$ 1,012,973.22	
101	RESTRICTED	LIBRARY FUND	$ -		$ -	*			$ -	
104	RESTRICTED	FIRE PROTECTION QUARTER MILL	$ 1,715.36		$ 1,715.36				$ 1,715.36	
105	RESTRICTED	FIRE INSURANCE REBATE FUND	$ 1,382.53		$ 1,382.53			$ (12,000.00)	$ (10,617.47)	!!NEGATIVE!!
120	RESTRICTED	FEDERAL GRANTS FUND	$ 361,966.06	$ 11,115.00	$ 373,081.06		$ (373,081.06)		$ -	
125	RESTRICTED	CAP X FUND	$ 251,877.83		$ 251,877.83				$ 251,877.83	
180	RESTRICTED	MODERNIZATION USE TAX-ROADS & BRIDGES	$ 422,055.60		$ 422,055.60		$ 235,766.74		$ 657,822.34	
200	COMMITTED	DEBT SERVICE ACCOUNT	$ 288,659.48	$ 84,858.61	$ 373,518.09				$ 373,518.09	
220	RESTRICTED	2020 GENERAL OBLIGATION BOND DEBT SERVICE	$ 1,847.47		$ 1,847.47			$ -	$ 1,847.47	
245	RESTRICTED	2022 NEGOTIABLE NOTE-DEBT SERVICE	$ 410,416.59		$ 410,416.59		$ 606,551.39		$ 1,016,967.98	
270	RESTRICTED	2016 ROAD & BRIDGE DEBT SERVICE	$ 19,236.43		$ 19,236.43				$ 19,236.43	
300	RESTRICTED	DOJ FUNDS	$ 60,454.52		$ 60,454.52				$ 60,454.52	
305	COMMITTED	CAPITAL PROJECTS FUND	$ 85,449.19	$ 46,262.13	$ 131,711.32		$ 348,928.49	$ -	$ 480,639.81	
320	RESTRICTED	2020 GO BOND CONSTRUCTION FUND	$ 453,784.32		$ 453,784.32		$ 47,740.04		$ 501,524.36	
345	RESTRICTED	2022 NEG NOTE-CONSTRUCTION-HARBOR REPAIR	$ 991,264.82		$ 991,264.82				$ 991,264.82	
350	RESTRICTED	COUNTY ROAD & BRIDGE	$ 960,954.74	$ 1,082.21	$ 962,036.95			$ -	$ 962,036.95	
400	COMMITTED	UTILITY OPERATING FUND	$ 1,012,269.98	$ 224,921.40	$ 1,237,191.38				$ 1,237,191.38	
401	RESTRICTED	UTILITY METER DEPOSITS	$ 482,958.93		$ 482,958.93			$ -	$ 482,958.93	
402	COMMITTED	UTILITY CAPITAL AND MAINTENANCE	$ 351,841.64		$ 351,841.64				$ 351,841.64	
408	RESTRICTED	MODERNIZATION USE TAX-WATER,SEWER	$ 97,935.31	$ 9,125.50	$ 107,060.81		$ 63,860.10		$ 170,920.91	
421	RESTRICTED	AMERICAN RECOVERY PROGRAM FUND-UTILITY	$ 2,319,496.75	$ 14,217.25	$ 2,333,714.00		$ 377,178.45		$ 2,710,892.45	
450	COMMITTED	MUNICIPAL HARBOR BANK ACCOUNT	299,976.36	$ 36,500.48	$ 336,476.84			$ 216,657.75	$ 553,134.59	
451	COMMITTED	MUN HARBOR SPECIAL GRANTS ETC	$ 26,732.80		$ 26,732.80		$ 72,936.81	$ (364,145.87)	$ (264,476.26)	!!NEGATIVE!!
452	COMMITTED	MUNICIPAL HARBOR CAPITAL & MAINTENANCE	$ 3,880.19		$ 3,880.19			$ (45,000.00)	$ (41,119.81)	!!NEGATIVE!!
650	RESTRICTED	COMMUNITY HALL ACCOUNT	$ 43,780.27	$ 1,000.00	$ 44,780.27			$ -	$ 44,780.27	
654	RESTRICTED	UNEMPLOYMENT REVOLVING FUND	$ 47,791.22		$ 47,791.22				$ 47,791.22	
									$ -	
		TOTAL ALL FUNDS:	**$ 15,139,036.86**	**$ 529,577.17**	**$ 15,668,614.03**		**$ 1,379,880.96**	**$ -**	**$ 17,048,494.99**	

* Beginning balance contains interfund loans or transfers on this docket

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	19.15	1,532.00	14.60	8.80		266.57	20.99	89.74	1,932.70
1	100	Council	1377	DESALVO, JOSHUA	8.08	646.15	14.60	8.80		112.43	7.56	32.31	821.85
1	100	Council	1375	HOFFMAN, EUGENE	8.08	646.16	14.60	8.80		112.43	9.18	39.25	830.42
1	100	Council	1374	KNOBLOCK, GARY	8.08	646.15		8.80		112.43	8.07	34.53	809.98
1	100	Council	1501	Lewis, Kyle	8.08	646.16	14.60	8.80		112.43	6.27	26.83	815.09
1	100	Council	1039	Reed, Jeffrey	8.08	646.16	14.60	8.80		112.43	9.38	40.06	831.43
1	100	Council	1038	Seal Jr, Phillip	8.65	692.31				120.46	10.05	42.91	865.73
1	100	Council	1147	ZIMMERMAN, WILLIAM	7.57	605.21	14.60	5.73		121.80	8.73	37.31	793.38

00_Council Report_All

City of Bay St Louis (48853)

From: 06/14/2024 Through:

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	17.61	1,408.80	14.60	8.80		245.13	19.68	84.13	1,781.14
1	102	Court	1319	MAGGIO, STEPHEN	0.00	1,166.66	29.20	17.60	550.29	203.00	10.38	44.40	2,021.53
1	102	Court	1451	Mitchell, Elisa	18.17	1,453.60	14.60	8.80		252.93	20.46	87.50	1,837.89
1	102	Court	1411	REYNOLDS, SANDY	21.02	1,681.60	14.60	8.80		292.60	22.60	96.62	2,116.82

00_Council Report_All

City of Bay St Louis (48853)

From: 06/14/2024 Through:

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	16.54	661.60				115.12	9.60	41.02	827.34
1	120	Administrat	1219	FAVRE, JAMIE	22.72	1,817.60	14.60	8.80		316.26	25.93	110.89	2,294.08
1	120	Administrat	1299	Favre, Michael	38.64	3,091.38	14.60	5.75		537.90	43.38	185.51	3,878.52
1	120	Administrat	1244	FEUERSTEIN, DANA	24.36	1,948.80	14.60	8.80		339.09	26.18	111.95	2,449.42
1	120	Administrat	1518	Fore, Kimberly	19.27	1,541.60	14.60	8.80		268.24	18.57	79.39	1,931.20
1	120	Administrat	1341	GONZALES, DOLLY	37.82	3,025.46	14.60	8.80		526.43	43.72	186.96	3,805.97
1	120	Administrat	1543	Reso, Michael	46.95	3,755.77	14.60	8.80		653.50	50.32	215.18	4,698.17
1	120	Administrat	1137	STEWART, KATIE	20.68	1,654.40	14.60	8.80		287.87	23.20	99.22	2,088.09

00_Council Report_All

Pa

City of Bay St Louis (48853)

From: 06/14/2024 Through:

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	22.00	1,078.00					15.63	66.84	1,160.47
1	150	Building	1502	Burke, Jeremy	25.11	2,009.08	14.60	8.80		349.58	28.12	120.23	2,530.41
1	150	Building	1522	Dauphin, Ann	19.31	1,646.18	14.60	8.80		286.44	23.36	99.88	2,079.26
1	150	Building	1383	LADNER, RICKEY	28.85	2,307.70	14.60	8.80		401.54	31.70	135.56	2,899.90
1	150	Building	1505	Owen, Frank	18.00	1,449.00	14.60	8.80		252.13	20.81	88.99	1,834.33

00_Council Report_All

City of Bay St Louis (48853)

From: 06/14/2024 Through:

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	16.00	1,290.00	14.60	8.80		224.46	16.88	72.17	1,626.91

00_Council Report_All

City of Bay St Louis (48853)

From: 06/14/2024 Through:

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	25.20	2,368.80	14.60	8.80		412.17	34.16	146.07	2,984.60
1	200	Police	1546	Bailey, Rafael	22.58								0.00
1	200	Police	1545	Besse, Edward	22.58	2,077.36	14.60	8.80		361.46	29.52	126.22	2,617.96
1	200	Police	1401	CARDINALE, CHENEA	18.64	1,491.20	14.60	8.80		259.47	20.16	86.20	1,880.43
1	200	Police	1559	Cuevas, Noah	20.50	1,896.25	14.60	8.80		329.95	26.01	111.23	2,386.84
1	200	Police	1481	Fullerton, Roy	23.60	2,306.90	14.60	8.80		401.40	31.40	134.24	2,897.34
1	200	Police	1471	GEOFFREY, Zechariah	23.63	2,173.96	14.60	8.80		378.27	30.90	132.14	2,738.67
1	200	Police	1579	Griggs, Robert	22.58	2,105.59	14.60	8.80		366.37	28.96	123.82	2,648.14
1	200	Police	1525	Ha, Huy	23.08	2,123.36	14.60	8.80		369.46	30.55	130.63	2,677.40
1	200	Police	1460	Hampton, Sarah	25.18	2,754.06	14.60	8.80		479.21	38.93	166.44	3,462.04
1	200	Police	1459	Hampton, Thomas	25.18	2,316.56	14.60	8.80		403.08	32.45	138.75	2,914.24
1	200	Police	1514	Hicks, James	23.08	2,481.10	14.60	8.80		431.71	35.08	150.01	3,121.30
1	200	Police	1531	Holmes, Phalba	23.00	1,058.00	14.60	8.80		184.09	14.83	63.42	1,343.74
1	200	Police	1384	Jewell, Rachel	29.38	2,467.92		8.80		429.42	35.69	152.61	3,094.44
1	200	Police	1390	JOHNSON, DEMARCUS	26.23	2,859.07	14.60	8.80		497.48	39.10	167.17	3,586.22
1	200	Police	1557	Jones, Aaron	23.63	2,628.84	14.60	8.80		457.42	37.39	159.86	3,306.91
1	200	Police	1438	Jones, Jordan	22.58	2,528.96	14.60	8.80		440.04	36.18	154.70	3,183.28
1	200	Police	1385	KINGSTON, ALVIN	34.97	2,747.60	14.60	8.80		478.08	38.39	164.14	3,451.61
1	200	Police	1448	LOVETT, DAVID	24.13	2,322.51	14.60	8.80		404.12	33.34	142.54	2,925.91
1	200	Police	1569	Moeller, Dustin	22.58	2,122.52	14.60	8.80		369.32	29.98	128.17	2,673.39
1	200	Police	1285	Mossey, Joshua	16.95	1,394.14	14.60	8.80		242.58	19.74	84.41	1,764.27
1	200	Police	1227	MURPHY, DYLAN	27.83	2,456.00	14.60	8.80		427.34	35.56	152.06	3,094.36
1	200	Police	1497	Olsen, Robert	24.15	2,264.06	14.60	8.80		393.95	31.07	132.85	2,845.33
1	200	Police	1485	Osbourn, Andrew	24.65	2,175.36	14.60	8.80		378.51	31.34	134.02	2,742.63
1	200	Police	1549	Pearce, Jimmy	23.63	2,091.26	14.60	8.80		363.88	27.12	115.96	2,621.62
1	200	Police	1068	PHILLIPS, PUSH	27.83	2,337.73	14.60	8.80		406.77	33.91	144.94	2,946.75
1	200	Police	1480	Rowley, Sarah-Jane	22.58	2,698.31	14.60	8.80		469.51	37.47	160.21	3,388.90
1	200	Police	1544	Schwartz, John	38.37	3,069.23		8.80		534.05	44.50	190.29	3,846.87
1	200	Police	1585	Sikes, Raven	21.50	2,004.88	14.60	8.80		348.85	28.51	121.89	2,527.53
1	200	Police	1417	Stinson, Corey	23.63	2,173.96	14.60	8.80		378.27	30.30	129.54	2,735.47
1	200	Police	1572	Stockstill, Joshua	22.58	2,077.36	14.60	8.80		361.46	29.51	126.17	2,617.90
1	200	Police	1338	TAYLOR, ERNEST	26.25	2,880.94	14.60	8.80		501.28	41.46	177.26	3,624.34
1	200	Police	1442	WEIR, DUSTIN	25.20	2,116.80	14.60	8.80		368.32	28.17	120.44	2,657.13
1	200	Police	1387	Wilder, David	22.50	2,092.50	14.60	8.80		364.10	28.73	122.85	2,631.58

00_Council Report_All

City of Bay St Louis (48853)

From: 06/14/2024 Through:

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	17.01	1,769.04	14.60	8.80		307.81	24.73	105.72	2,230.70
1	260	Fire	1220	AVERY, RONALD	32.21	2,577.00	14.60	8.80		448.40	34.99	149.62	3,233.41
1	260	Fire	1548	Beaugez, Travis	13.71	1,850.85	14.60	8.80		322.05	26.64	113.91	2,336.85
1	260	Fire	1230	CATALANO, GARY	17.64	2,381.40	14.60	8.80		414.36	34.40	147.07	3,000.63
1	260	Fire	1515	Chighizola, Jason	13.71	2,344.41	14.60	8.80		407.93	34.09	145.75	2,955.58
1	260	Fire	1432	Cuevas, Drake	13.71	1,425.84	14.60	8.80		248.10	20.45	87.44	1,805.23
1	260	Fire	1555	Decorte, Jeffery	13.71	1,425.84	14.60	8.80		248.10	20.44	87.39	1,805.17
1	260	Fire	1503	Dumornay, Kameron	13.71	1,850.85	14.60	8.80		322.05	26.61	113.79	2,336.70
1	260	Fire	1453	EVERHART, NICHOLAS	14.32	1,933.20	14.60	8.80		336.38	27.51	117.64	2,438.13
1	260	Fire	1103	FARVE, JOHN	17.64	2,381.40	14.60	8.80		414.36	31.75	135.77	2,986.68
1	260	Fire	1257	GARBER, Jeffrey	16.80	2,268.00	14.60	8.80		394.63	30.10	128.71	2,844.84
1	260	Fire	1361	HOFFMANN, WAYNE	16.26	2,195.10	14.60	8.80		381.95	31.32	133.93	2,765.70
1	260	Fire	1570	Janssen, Eric	12.60	907.20				157.85	13.15	56.25	1,134.45
1	260	Fire	1473	JIMENEZ, JOSHUA	14.02	1,380.13	14.60	8.80		240.14	19.51	83.43	1,746.61
1	260	Fire	1547	Johnson, River	13.71	1,850.85	14.60	8.80		322.05	26.66	114.00	2,336.96
1	260	Fire	1528	LaFontaine, Brandon	15.23	2,056.05	14.60	8.80		357.75	29.76	127.26	2,594.22
1	260	Fire	1454	Leger, Troy	13.70	1,849.50				321.81	26.82	114.67	2,312.80
1	260	Fire	1455	Mallini Sr., Anthony	12.60								0.00
1	260	Fire	1303	Maurice, Gary	13.71	1,768.59	14.60	8.80		307.73	24.22	103.55	2,227.49
1	260	Fire	1399	Polk, Bradley	12.60	1,209.60					17.54	75.00	1,302.14
1	260	Fire	1465	Proulx, Nicholas	14.02	1,892.70	14.60	8.80		329.33	26.93	115.14	2,387.50
1	260	Fire	1575	Robinson, Colin	13.00	1,664.00	14.60	8.80		289.54	23.95	102.42	2,103.31
1	260	Fire	1400	Sekinger, Allen	12.60	302.40				52.62	4.38	18.75	378.15
1	260	Fire	1107	Stefano, David	16.80	2,532.60	14.60	5.73		440.67	36.52	156.17	3,186.29
1	260	Fire	1110	STRONG, MONTY	35.92	2,873.42	14.60	8.80		499.98	39.41	168.53	3,604.74
1	260	Fire	1360	WOODS, JUSTIN	16.26	2,487.78	14.60	8.80		432.87	34.07	145.66	3,123.78

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City of Bay St Louis (48853)

From: 06/14/2024 Through:

Department - Name - Current: Public Works

Fund	Dept	Dept Name	Emp#	Last, First	Rate	Gross	Dental	Life	Health	PERS	Medi	SS	Total
1	300	Public	1474	BOUDREAUX, BRANDON	15.25	1,265.75	14.60	8.80		220.24	17.40	74.42	1,601.21
1	300	Public	1558	Breazeale, Bradley	19.50	1,579.51	14.60	8.80		274.83	19.81	84.70	1,982.25
1	300	Public	1571	Dahl, Jordon	18.00	1,395.18	14.60	8.80		242.76	18.72	80.02	1,760.08
1	300	Public	1433	DELCUZE, DEBRA	20.00	1,600.00	14.60	8.80		278.40	22.10	94.50	2,018.40
1	300	Public	1523	Epperson, Danny	16.75	1,317.38	14.60	8.80		229.22	17.70	75.68	1,663.38
1	300	Public	1578	Green, Jesse	15.00	1,200.00	14.60	8.80		208.80	16.71	71.47	1,520.38
1	300	Public	1452	Hertz, Warren	17.00	1,368.50	14.60	8.80		238.12	19.84	84.85	1,734.71
1	300	Public	1526	Holt, Wayne	20.00	1,600.00	14.60	8.80		278.40	22.45	96.01	2,020.26
1	300	Public	1353	Johnson, Sandra	17.00	1,360.00	14.60	8.80		236.64	19.27	82.41	1,721.72
1	300	Public	1561	Kennedy, Trevor	16.00	1,280.00	14.60	8.80		222.72	17.45	74.60	1,618.17
1	300	Public	1488	Ladner, Milton	19.00	1,520.00	14.60	8.80		264.48	21.75	92.99	1,922.62
1	300	Public	1372	MATHENY, CHARLES	21.00	1,701.00	14.60	8.80		295.97	22.55	96.41	2,139.33
1	300	Public	1154	MCKAY, JAMIE	23.50	2,029.81	14.60	8.80		353.19	28.76	122.98	2,558.14
1	300	Public	1342	MEEK, GEORGE	18.00	1,440.00	14.60	8.80		250.56	20.83	89.07	1,823.86
1	300	Public	1574	Neal, Louis	15.00	1,245.00	14.60	8.80		216.63	18.00	76.98	1,580.01
1	300	Public	1412	PERNICIARO, DEBBIE	20.00	1,600.00	14.60	8.80		278.40	21.23	90.79	2,013.82
1	300	Public	1577	Rushing, Christopher	16.00	1,280.00	14.60	8.80		222.72	18.41	78.73	1,623.26
1	300	Public	1155	SWANIER, MITCHELL	20.00	1,600.00	14.60	8.80		278.40	23.00	98.35	2,023.15
1	300	Public	1542	Vanney, Ronnie	37.50	3,000.00	14.60	8.80		522.00	43.30	185.15	3,773.85
1	300	Public	1586	Wahl, Trenten	15.00	1,245.00				216.63	18.05	77.19	1,556.87
1	300	Public	1567	Wilson, Daniel	16.00	1,304.00		8.80		226.90	18.76	80.21	1,638.67

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City of Bay St Louis (48853)

From: 06/14/2024 Through:

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	15.00	1,200.00	14.60	8.80		208.80	17.20	73.55	1,522.95
1	302	Parks and	1583	Garriga, Brent	26.44	2,115.38	14.60	8.80		368.08	28.79	123.09	2,658.74
1	302	Parks and	1161	THOMAS, ARCHIE	17.60	1,365.58	14.60	8.80		237.61	19.39	82.93	1,728.91

Group Total Records: 110

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	22.43	2,257.02	14.60	8.80		392.72	31.10	132.96	2,837.20
400	120	Administrat	1587	Jenkins, Elana	15.00	723.75				125.93	10.49	44.87	905.04
400	120	Administrat	1530	Johnson, Tynisha	17.20								0.00

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City of Bay St Louis (48853)

From: 06/14/2024 Through:

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	22.00	1,793.00	14.60	8.80		311.98	25.44	108.78	2,262.60
400	700	Operations	1565	Byrd, Grant	18.00	1,453.50	14.60	8.80		252.91	20.90	89.37	1,840.08
400	700	Operations	1295	CONWAY, QUENTIN	21.50	1,720.01	14.60	8.80		299.28	24.40	104.32	2,171.41
400	700	Operations	1566	Galloway, Reion	17.00	1,406.75	14.60	8.80		244.77	19.63	83.93	1,778.48
400	700	Operations	1391	LACY, MATTHEW	17.00	1,360.00	14.60	8.80		236.64	19.30	82.53	1,721.87
400	700	Operations	1510	Legendre, Jaycen	18.00	1,168.02	14.60	8.80		203.24	16.28	69.63	1,480.57
400	700	Operations	1521	Legendre, Kase	17.00	1,360.00	14.60	8.80		236.64	18.96	81.09	1,720.09
400	700	Operations	1380	MCPHEARSON, THOMAS	19.25	1,540.01	14.60	8.80		267.96	21.89	93.60	1,946.86
400	700	Operations	1214	Richardson, Cory	17.00	1,372.75	14.60	8.80		238.86	19.85	84.89	1,739.75
400	700	Operations	1180	SUMMERS, CARL	22.00	1,760.00	14.60	8.80		306.24	23.98	102.55	2,216.17
400	700	Operations	1175	THOMS, STEPHEN	22.00	1,760.00	14.60	8.80		306.24	25.06	107.16	2,221.86

Group Total Records: 14

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	22.93	1,834.38	14.60	8.80		319.18	25.22	107.79	2,309.97
450	120	Administrat	1440	Draper, Julia	16.00	1,280.00	14.60	3.52		222.72	17.81	76.14	1,614.79
450	120	Administrat	1210	Forstall, Stephen	16.01	972.61				169.23	13.09	55.98	1,210.91
450	120	Administrat	1486	Hales, Sean	26.65	2,131.81	14.60	8.80		370.93	30.42	130.07	2,686.63
450	120	Administrat	1476	LeBlanc, Darrin	15.00	1,320.00	14.60	8.80		229.68	17.91	76.59	1,667.58
450	120	Administrat	1562	Machael, Paul	13.00	926.25				161.17	13.43	57.43	1,158.28
450	120	Administrat	1351	White, Derek	16.00	1,408.00	14.60	8.80		244.99	20.10	85.95	1,782.44
450	120	Administrat	1581	Wills, Aaron	15.00	1,320.00	14.60	8.80		229.68	19.14	81.84	1,674.06

Group Total Records: 8

228,368.32	**1,679.00**	**1,032.73**	**550.29**	**39,354.54**	**3,192.98**	**13,652.75**	**287,830.61**

Report Total Records: 132

00_PAYROLL WAGE & HOURS REPORT_REVISED 2

City of Bay St Louis (48853)

From: 06/14/2024 Through:

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,	71.75	1,374.01	0.00				0.25	4.79			8	153.20	80.00	$1,532.00
1377	DESALVO,	80.00	646.15	0.00								0	0.00	80.00	$646.15
1375	HOFFMAN,	80.00	646.16	0.00								0	0.00	80.00	$646.16
1374	KNOBLOCK,	80.00	646.15	0.00								0	0.00	80.00	$646.15
1501	Lewis, Kyle	80.00	646.16	0.00								0	0.00	80.00	$646.16
1039	Reed,	80.00	646.16	0.00								0	0.00	80.00	$646.16
1038	Seal Jr,	80.00	692.31	0.00								0	0.00	80.00	$692.31
1147	ZIMMERMAN,	80.00	605.21	0.00								0	0.00	80.00	$605.21
		631.75	**5,902.31**	**0.00**				**0.25**	**4.79**			**8**	**153.20**	**640.00**	**$6,060.30**

00_PAYROLL WAGE & HOURS REPORT_REVISED 2

City of Bay St Louis (48853)

From: 06/14/2024 Through:

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	69.00	1,215.09	0.00				1.00	17.61	2.00	35.22	8	140.88	80.00	$1,408.80
1319	MAGGIO,	173.33	1,166.66	0.00								0	0.00	173.33	$1,166.66
1451	Mitchell,	69.25	1,258.27	0.00				2.75	49.97			8	145.36	80.00	$1,453.60
1411	REYNOLDS,	71.00	1,492.42	0.00				1.00	21.02			8	168.16	80.00	$1,681.60
		382.58	**5,132.44**	**0.00**				**4.75**	**88.60**	**2.00**	**35.22**	**24**	**454.40**	**413.33**	**$5,710.66**

00_PAYROLL WAGE & HOURS REPORT_REVISED 2

City of Bay St Louis (48853) From: 06/14/2024 Through:

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,	39.50	653.33	0.00								1	8.27	40.00	$661.60
1219	FAVRE, JAMIE	66.00	1,499.52	11.25				2.00	45.44			8	181.76	91.25	$1,817.60
1299	Favre,	80.00	3,091.38	0.00								0	0.00	80.00	$3,091.38
1244	FEUERSTEIN,	70.25	1,711.29	0.00				1.75	42.63			8	194.88	80.00	$1,948.80
1518	Fore,	40.00	770.80	6.75		32.00	616.64					8	154.16	86.75	$1,541.60
1341	GONZALES,	54.25	2,051.63	0.00		9.65	364.95	3.08	116.48	5.02	189.85	8	302.55	126.50	$3,025.46
1543	Reso,	72.00	3,380.19	0.00								8	375.58	154.50	$3,755.77
1137	STEWART,	56.25	1,163.25	0.00		8.00	165.44	0.75	15.51	5.75	118.91	8	165.44	80.00	$1,654.40
		478.25	**14,321.39**	**18.00**		**49.65**	**1,147.03**	**7.58**	**220.06**	**10.77**	**308.76**	**49**	**1382.64**	**739.00**	**$17,496.61**

00_PAYROLL WAGE & HOURS REPORT_REVISED 2

City of Bay St Louis (48853)

From: 06/14/2024 Through:

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,	49.00	1,078.00	0.00								0	0.00	49.00	$1,078.00
1502	Burke,	70.25	1,764.22	0.00				1.75	43.95			8	200.91	150.50	$2,009.08
1522	Dauphin, Ann	72.75	1,404.80	3.00	86.90							8	154.48	83.75	$1,646.18
1383	LADNER,	41.75	1,204.33	1.13				30.25	872.60			8	230.77	81.13	$2,307.70
1505	Owen, Frank	72.50	1,305.00	0.00								8	144.00	80.50	$1,449.00
		306.25	**6,756.35**	**4.13**	**86.90**			**32.00**	**916.55**			**32**	**730.16**	**444.88**	**$8,489.96**

00_PAYROLL WAGE & HOURS REPORT_REVISED 2

City of Bay St Louis (48853)

From: 06/14/2024 Through:

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,	72.25	1,156.00	0.25	6.00							8	128.00	80.50	$1,290.00
		72.25	**1,156.00**	**0.25**	**6.00**							**8**	**128.00**	**80.50**	**$1,290.00**

00_PAYROLL WAGE & HOURS REPORT_REVISED 2

City of Bay St Louis (48853) From: 06/14/2024 Through:

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,	86.00	2,167.20	0.00								8	201.60	94.00	$2,368.80
1546	Bailey,	0.00	0.00	0.00								0	0.00		
1545	Besse,	84.00	1,896.72	0.00								8	180.64	92.00	$2,077.36
1401	CARDINALE,	72.00	1,342.08	0.00								8	149.12	80.00	$1,491.20
1559	Cuevas, Noah	84.50	1,732.25	0.00								8	164.00	92.50	$1,896.25
1481	Fullerton,	86.00	2,029.60	2.50	88.50							8	188.80	96.50	$2,306.90
1471	GEOFFREY,	84.00	1,984.92	0.00								8	189.04	92.00	$2,173.96
1579	Griggs,	85.25	1,924.95	0.00								8	180.64	93.25	$2,105.59
1525	Ha, Huy	84.00	1,938.72	0.00								8	184.64	92.00	$2,123.36
1460	Hampton,	86.00	2,165.48	10.25	387.14							8	201.44	104.25	$2,754.06
1459	Hampton,	50.00	1,259.00	0.00				24.00	604.32	10.00	251.80	8	201.44	92.00	$2,316.56
1514	Hicks, James	86.00	1,984.88	9.00	311.58							8	184.64	103.00	$2,481.10
1531	Holmes,	46.00	1,058.00	0.00								0	0.00	46.00	$1,058.00
1384	Jewell,	56.00	1,645.28	0.00				20.00	587.60			8	235.04	84.00	$2,467.92
1390	JOHNSON,	86.00	2,255.78	10.00	393.45							8	209.84	104.00	$2,859.07
1557	Jones, Aaron	86.00	2,032.18	11.50	407.62							8	189.04	105.50	$2,628.84
1438	Jones,	86.00	1,941.88	12.00	406.44							8	180.64	106.00	$2,528.96
1385	KINGSTON,	64.00	2,238.08	0.00				8.00	279.76			8	279.76	144.00	$2,747.60
1448	LOVETT,	86.00	2,075.18	1.50	54.29							8	193.04	95.50	$2,322.51
1569	Moeller,	86.00	1,941.88	0.00								8	180.64	94.00	$2,122.52
1285	Mossey,	56.00	949.20	1.50	38.14			16.00	271.20			8	135.60	81.50	$1,394.14
1227	MURPHY,	80.25	2,233.36	0.00								8	222.64	88.25	$2,456.00
1497	Olsen,	85.75	2,070.86	0.00								8	193.20	93.75	$2,264.06
1485	Osbourn,	80.25	1,978.16	0.00								8	197.20	88.25	$2,175.36
1549	Pearce,	80.50	1,902.22	0.00								8	189.04	88.50	$2,091.26
1068	PHILLIPS,	59.50	1,655.89	0.00								25	681.84	84.00	$2,337.73
1480	Rowley,	86.00	1,941.88	17.00	575.79							8	180.64	111.00	$2,698.31
1544	Schwartz,	64.00	2,455.39	0.00						8.00	306.92	8	306.92	155.00	$3,069.23
1585	Sikes, Raven	85.25	1,832.88	0.00								8	172.00	93.25	$2,004.88
1417	Stinson,	72.00	1,701.36	0.00				12.00	283.56			8	189.04	92.00	$2,173.96
1572	Stockstill,	60.00	1,354.80	0.00		24.00	541.92					8	180.64	92.00	$2,077.36
1338	TAYLOR,	86.00	2,257.50	10.50	413.44							8	210.00	104.50	$2,880.94
1442	WEIR, DUSTIN	67.50	1,701.00	0.00		8.50	214.20					8	201.60	84.00	$2,116.80
1387	Wilder,	85.00	1,912.50	0.00								8	180.00	93.00	$2,092.50

	2,531.75	**61,561.06**	**85.75**	**3,076.39**	**32.50**	**756.12**	**80.00**	**2,026.44**	**18.00**	**558.72**	**273**	**6734.36**	**3,159.50**	**$74,663.09**

00_PAYROLL WAGE & HOURS REPORT_REVISED 2

City of Bay St Louis (48853) From: 06/14/2024 Through:

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,	96.00	1,632.96	0.00								8	136.08	104.00	$1,769.04
1220	AVERY,	24.00	773.10	0.00		40.00	1,288.50			8.00	257.70	8	257.70	104.00	$2,577.00
1548	Beaugez,	106.00	1,453.26	14.00	287.91							8	109.68	128.00	$1,850.85
1230	CATALANO,	106.00	1,869.84	14.00	370.44							8	141.12	128.00	$2,381.40
1515	Chighizola,	106.00	1,453.26	38.00	781.47							8	109.68	152.00	$2,344.41
1432	Cuevas,	96.00	1,316.16	0.00								8	109.68	104.00	$1,425.84
1555	Decorte,	48.00	658.08	0.00		48.00	658.08					8	109.68	104.00	$1,425.84
1503	Dumornay,	106.00	1,453.26	14.00	287.91							8	109.68	128.00	$1,850.85
1453	EVERHART,	106.00	1,517.92	14.00	300.72							8	114.56	128.00	$1,933.20
1103	FARVE, JOHN	106.00	1,869.84	14.00	370.44							8	141.12	128.00	$2,381.40
1257	GARBER,	106.00	1,780.80	14.00	352.80							8	134.40	128.00	$2,268.00
1361	HOFFMANN,	106.00	1,723.56	14.00	341.46							8	130.08	128.00	$2,195.10
1570	Janssen,	72.00	907.20	0.00								0	0.00	72.00	$907.20
1473	JIMENEZ,	48.00	672.96	0.00		12.34	173.01	30.10	422.00			8	112.16	98.44	$1,380.13
1547	Johnson,	106.00	1,453.26	14.00	287.91							8	109.68	128.00	$1,850.85
1528	LaFontaine,	106.00	1,614.38	14.00	319.83							8	121.84	128.00	$2,056.05
1454	Leger, Troy	106.00	1,452.20	14.00	287.70							8	109.60	128.00	$1,849.50
1455	Mallini Sr.,	0.00	0.00	0.00								0	0.00		
1303	Maurice,	106.00	1,453.26	2.00	41.13	12.00	164.52					8	109.68	128.00	$1,768.59
1399	Polk,	96.00	1,209.60	0.00								0	0.00	96.00	$1,209.60
1465	Proulx,	106.00	1,486.12	14.00	294.42							8	112.16	128.00	$1,892.70
1575	Robinson,	75.00	975.00	0.00		45.00	585.00					8	104.00	128.00	$1,664.00
1400	Sekinger,	24.00	302.40	0.00								0	0.00	24.00	$302.40
1107	Stefano,	106.00	1,780.80	24.50	617.40							8	134.40	138.50	$2,532.60
1110	STRONG,	72.00	2,586.08	0.00								8	287.34	152.00	$2,873.42
1360	WOODS,	106.00	1,723.56	26.00	634.14							8	130.08	140.00	$2,487.78
		2,241.00	**35,118.86**	**244.50**	**5,575.68**	**157.34**	**2,869.11**	**30.10**	**422.00**	**8.00**	**257.70**	**176**	**2934.40**	**2,952.94**	**$47,177.75**

00_PAYROLL WAGE & HOURS REPORT_REVISED 2

City of Bay St Louis (48853) From: 06/14/2024 Through:

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 $
1474	BOUDREAUX,	71.00	1,082.75	2.00	45.75					1.00	15.25	8	122.00	82.00	$1,265.75
1558	Breazeale,	69.25	1,350.38	0.00						3.75	73.13	8	156.00	81.00	$1,579.51
1571	Dahl, Jordon	65.25	1,174.50	0.00		2.84	51.12	1.42	25.56			8	144.00	77.51	$1,395.18
1433	DELCUZE,	67.75	1,355.00	0.00				2.00	40.00	2.25	45.00	8	160.00	80.00	$1,600.00
1523	Epperson,	64.00	1,072.00	0.00		3.03	50.75	1.51	25.29	2.11	35.34	8	134.00	78.65	$1,317.38
1578	Green, Jesse	72.00	1,080.00	0.00								8	120.00	80.00	$1,200.00
1452	Hertz,	72.50	1,232.50	0.00								8	136.00	80.50	$1,368.50
1526	Holt, Wayne	64.00	1,280.00	0.00		8.00	160.00					8	160.00	80.00	$1,600.00
1353	Johnson,	72.00	1,224.00	0.00								8	136.00	80.00	$1,360.00
1561	Kennedy,	63.50	1,016.00	0.00				0.50	8.00	8.00	128.00	8	128.00	80.00	$1,280.00
1488	Ladner,	58.50	1,111.50	0.00		8.00	152.00	5.50	104.50			8	152.00	80.00	$1,520.00
1372	MATHENY,	73.00	1,533.00	0.00								8	168.00	81.00	$1,701.00
1154	MCKAY, JAMIE	58.00	1,363.00	4.25	149.81							12	282.00	84.25	$2,029.81
1342	MEEK, GEORGE	60.00	1,080.00	0.00		8.00	144.00	4.00	72.00			8	144.00	80.00	$1,440.00
1574	Neal, Louis	75.00	1,125.00	0.00								8	120.00	83.00	$1,245.00
1412	PERNICIARO,	66.75	1,335.00	4.50						5.25	105.00	8	160.00	84.50	$1,600.00
1577	Rushing,	71.75	1,148.00	0.00				0.25	4.00			8	128.00	80.00	$1,280.00
1155	SWANIER,	68.00	1,360.00	0.00		2.50	50.00	1.50	30.00			8	160.00	80.00	$1,600.00
1542	Vanney,	72.00	2,700.00	0.00								8	300.00	167.50	$3,000.00
1586	Wahl,	70.00	1,050.00	2.00	45.00							8	120.00	82.00	$1,245.00
1567	Wilson,	70.00	1,120.00	0.00				3.50	56.00			8	128.00	81.50	$1,304.00
		1,424.25	**26,792.63**	**12.75**	**240.56**	**32.37**	**607.87**	**20.18**	**365.35**	**22.36**	**401.72**	**172**	**3258.00**	**1,783.41**	**$31,931.13**

00_PAYROLL WAGE & HOURS REPORT_REVISED 2

City of Bay St Louis (48853)

From: 06/14/2024 Through:

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	68.00	1,020.00	0.00		4.00	60.00					8	120.00	80.00	$1,200.00
1583	Garriga,	72.00	1,903.84	0.00								9	211.54	155.25	$2,115.38
1161	THOMAS,	55.75	981.20	0.00		7.79	137.10	3.16	55.62	2.89	50.86	8	140.80	77.59	$1,365.58
		195.75	**3,905.04**	**0.00**		**11.79**	**197.10**	**3.16**	**55.62**	**2.89**	**50.86**	**25**	**472.34**	**312.84**	**$4,680.96**

	8,263.83	**160,646.08**	**365.38**	**8,985.53**	**283.65**	**5,577.23**	**178.02**	**4,099.41**	**64.02**	**1,612.98**	**766**	**16247.50**	**10,526.40**	**$197,500.46**

Group Total Records: 110

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	1,749.54	9.75	328.04							8	179.44	95.75	$2,257.02
1587	Jenkins,	48.25	723.75	0.00								0	0.00	48.25	$723.75
1530	Johnson,	0.00	0.00	0.00								0	0.00		
		126.25	**2,473.29**	**9.75**	**328.04**							**8**	**179.44**	**144.00**	**$2,980.77**

00_PAYROLL WAGE & HOURS REPORT_REVISED 2

City of Bay St Louis (48853)

From: 06/14/2024 Through:

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,	65.75	1,446.50	0.00						7.75	170.50	8	176.00	81.50	$1,793.00
1565	Byrd, Grant	65.50	1,179.00	0.50	13.50			6.50	117.00			8	144.00	80.50	$1,453.50
1295	CONWAY,	63.75	1,370.63	0.00		6.00	129.00	2.25	48.38			8	172.00	80.00	$1,720.01
1566	Galloway,	68.00	1,156.00	0.00				0.75	12.75			8	136.00	82.75	$1,406.75
1391	LACY,	72.00	1,224.00	0.00								8	136.00	80.00	$1,360.00
1510	Legendre,	38.25	688.50	0.00		8.84	159.12	3.35	60.30	6.45	116.10	8	144.00	64.89	$1,168.02
1521	Legendre,	64.00	1,088.00	0.00				8.00	136.00			8	136.00	80.00	$1,360.00
1380	MCPHEARSON,	57.75	1,111.69	0.00				7.75	149.19	6.50	125.13	8	154.00	80.00	$1,540.01
1214	Richardson,	69.50	1,181.50	0.50	12.75			2.50	42.50			8	136.00	80.50	$1,372.75
1180	SUMMERS,	42.50	935.00	0.00		21.00	462.00	0.50	11.00	8.00	176.00	8	176.00	80.00	$1,760.00
1175	THOMS,	58.25	1,281.50	0.00		1.00	22.00	2.50	55.00	0.25	5.50	8	176.00	80.00	$1,760.00
		665.25	**12,662.32**	**1.00**	**26.25**	**36.84**	**772.12**	**34.10**	**632.12**	**28.95**	**593.23**	**88**	**1686.00**	**870.14**	**$16,694.04**

791.50	**15,135.61**	**10.75**	**354.29**	**36.84**	**772.12**	**34.10**	**632.12**	**28.95**	**593.23**	**96**	**1865.44**	**1,014.14**	**$19,674.81**

Group Total Records: 14

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,	72.00	1,650.94	0.00								8	183.44	152.50	$1,834.38
1440	Draper,	62.00	992.00	0.00				2.00	32.00	8.00	128.00	8	128.00	80.00	$1,280.00
1210	Forstall,	60.75	972.61	0.00								0	0.00	60.75	$972.61
1486	Hales, Sean	64.00	1,705.45	0.00				8.00	213.18			8	213.18	157.00	$2,131.81
1476	LeBlanc,	80.00	1,200.00	0.00								8	120.00	88.00	$1,320.00
1562	Machael,	70.50	916.50	0.50	9.75							0	0.00	71.00	$926.25
1351	White, Derek	80.00	1,280.00	0.00								8	128.00	88.00	$1,408.00
1581	Wills, Aaron	80.00	1,200.00	0.00								8	120.00	88.00	$1,320.00
		569.25	**9,917.50**	**0.50**	**9.75**			**10.00**	**245.18**	**8.00**	**128.00**	**48**	**892.62**	**785.25**	**$11,193.05**

569.25	**9,917.50**	**0.50**	**9.75**		**10.00**	**245.18**	**8.00**	**128.00**	**48**	**892.62**	**785.25**	**$11,193.05**

Group Total Records: 8

	9,624.58	**185,699.19**	**376.63**	**9,349.57**	**320.49**	**6,349.35**	**222.12**	**4,976.71**	**100.97**	**2,334.21**	**910**	**19005.56**	**12,325.79**	**$228,368.32**

Report Total Records: 132

BAY ST LOUIS MUNICIPAL HARBOR SALES
October 2023 - September 2024

	Oct-23	Nov-23	Dec-23	Q1	YTD	Jan 2024	Feb 2024	Mar 2024	Q2 Total	YTD
Transients										
	$ 2,953.50	**$ 2,013.92**	**$ 1,834.50**	**$ 6,801.92**	**$ 6,801.92**	**$ 244.50**	**$ 471.00**	**1900.80**	**2616.3**	**9418.22**
Fuel										
Diesel	$ 15,802.67	$ 9,410.35	$ 12,822.63	$ 38,035.65		$ 13,851.16	$ 5,512.91	$ 14,575.10	$ 33,939.17	
Gas	$ 13,638.65	$ 11,611.15	$ 6,809.25	$ 32,059.05		$ 1,277.91	$ 4,270.66	$ 17,360.63	$ 22,909.20	
TOTAL	**$ 29,441.32**	**$ 21,021.50**	**$ 19,631.88**	**$ 70,094.70**	**$ 70,094.70**	**$ 15,129.07**	**$ 9,783.57**	**$ 31,935.73**	**$ 56,848.37**	**$ 126,943.07**
Ice Sales										
20 lbs	$ 812.53	$ 197.87	$ 46.31	$ 1,056.71		$ -	$ 8.42	$ 143.14	$ 151.56	
10 lbs	$ 53.13	$ 2.34	$ 2.34	$ 57.81		$ -		$ 9.36	$ 9.36	
TOTAL	**$ 865.66**	**$ 200.21**	**$ 48.65**	**$ 1,114.52**	**$ 1,114.52**	**$ -**	**$ 8.42**	**$ 152.50**	**$ 160.92**	**$ 1,275.44**

	24-Apr	24-May	24-Jun	Q3	YTD	Jul-24	Aug-24	Sep-24	Q4	YTD
Transients										
	$ 1,037.90	**$ 6,401.60**								
Fuel										
Diesel	$ 6,151.35	$ 28,727.88								
Gas	$ 28,935.30	$ 66,120.58								
TOTAL	**$ 35,086.65**	**$ 94,848.46**								
Ice Sales										
20 lbs	$ 231.55	$ 492.57								
10 lbs	$ 11.70									
TOTAL	**$ 243.25**	**$ 492.57**								

TOTAL FOR OCTOBER 2023 TO SEPTEMBER 2024

BAY ST LOUIS MUNICIPAL HARBOR SLIPS ** OCT 2023 TO SEPT 2024

	1ST QUARTER 2023						2ND QUARTER 2024						3RD QUARTER 2024						4TH QUARTER 2024				
	OCT	NOV	DEC	Q1 %	YTD%		JAN	FEB	MAR	Q2 %	YTD%		APR	MAY	JUNE	Q3 %	YTD%		JULY	AUG	SEPT	Q4 %	YTD%
Total Slips	197	197	198				200	200	200				200	199	199				199	199	199		
Occupied	188	184	183				183	181	181				179	182									
Vacant	9	14	15				17	19	19				21	17									
Occupancy	**95%**	**93%**	**93%**	**94%**	**94%**		**92%**	**91%**	**91%**	**91%**	**92%**		**90%**	**92%**									
65' Slips	17	17	17				18	18	18				18	18	18				18	18	18		
Occupied	16	15	17				18	18	18				18	17									
Vacant	1	2	0				0	0	0				0	1									
Occupancy	**94%**	**88%**	**100%**	**97%**	**97%**		**100%**	**100%**	**100%**	**100%**	**98%**		**100%**	**94%**									
60' Slips	9	9	9				9	9	9				9	9	9				9	9	9		
Occupied	9	9	8				8	8	8				8	8									
Vacant	0	0	1				1	1	1				1	1									
Occupancy	**100%**	**100%**	**88%**	**96%**	**96%**		**89%**	**89%**	**89%**	**89%**	**92%**		**89%**	**89%**									
50' Slips	22	22	22				22	22	22				22	22	22				22	22	22		
Occupied	22	22	22				21	21	22				22	22									
Vancant	0	0	0				1	1	0				0	0									
Occupancy	**100%**	**100%**	**100%**	**100%**	**100%**		**95%**	**95%**	**100%**	**97%**	**98%**		**100%**	**100%**									
45' Slips	22	22	22				22	22	22				22	22	22				22	22	22		
Occupied	22	22	22				22	21	20				18	21									
Vancant	0	0	0				0	1	2				4	1									
Occupancy	**100%**	**100%**	**100%**	**100%**	**100%**		**100%**	**95%**	**91%**	**95%**	**97%**		**81%**	**95%**									

THERE ARE 210 SLIPS AVAILABLE FOR RENT, PER THE SECRETARY OF STATE 13 OF THEM HAVE TO BE KEPT AVAILABLE FOR TRANSIENT SLIPS, LEAVING 197 SLIP TO RENT FULL TIME.

***EVENT DECK IS NOW IN THE COUNT OF SLIPS BEING USED AND TWO OF THE DESIGNATED TRANSIENT SLIPS HAVE BEEN RENTED FULL TIME.**

BAY ST LOUIS MUNICIPAL HARBOR SLIPS **OCT. 2023 TO SEPT. 2024

1ST QUARTER 2023							2ND QUARTER 2024						3RD QUARTER 2024						4TH QUARTER 2024				
	OCT	NOV	DEC	Q1 %	YTD%		JAN	FEB	MAR	Q2 %	YTD%		APR	MAY	JUNE	Q3 %	YTD%		JULY	AUG	SEPT	Q4 %	YTD%
40' Slips	47	47	47				47	47	47				47	44	47				47	47	47		
Occupied	38	39	39				39	39	39				38	39									
Vacant	9	8	8				8	8	8				9	8									
Occupancy	81%	82%	82%	82%	82%		83%	83%	83%	83%	83%		80%	89%									
35' Slips	61	61	61				61	61	61				61	61	61				61	61	61		
Occupied	61	61	60				59	59	56				56	58									
Vacant	0	0	1				2	2	5				5	3									
Occupancy	100%	100%	98%	99%	99%		95%	97%	92%	95%	97%		91%	95%									
25' Slips	16	16	16				16	16	16				16	16	16				16	16	16		
Occupied	15	12	11				11	10	13				15	15									
Vacant	1	4	5				5	6	3				1	1									
Occupancy	88%	75%	68%	77%	77%		77%	63%	81%	68%	72%		93%	93%									
End Caps	4	4	4				4	4	4				4	4	4				4	4	4		
Occupied	4	4	4				4	4	4				3	2									
Vacant	0	0	0				0	0	0				1	2									
Occupancy	100%	100%	100%	100%	100%		100%	100%	100%	100%	100%		75%	50%									
Event Deck							1	1	1	100%	100%		1	1									

***THERE ARE 210 SLIPS AVAILABLE FOR RENT, PER THE SECRETARY OF STATE 13 OF THEM HAVE TO BE KEPT AVAILABLE FOR TRANSIENT SLIPS, LEAVING 197 TO RENT FULL TIME ***

***EVENT DECK IS NOW IN THE COUNT OF SLIPS BEING USED AND TWO OF THE DESIGNATED TRANSIENT SLIPS HAVE BEEN RENTED FULL TIME.**

ORDINANCE NO. 665-06-2024

ORDINANCE ADOPTING REDISTRICTING OF WARD BOUNDARIES FOR THE CITY OF BAY ST. LOUIS, MISSISSIPPI

WHEREAS, pursuant to Miss. Code Ann. §21-8-7, the City Council ("Council") of the City of Bay St. Louis, Mississippi ("City") is authorized to designate the geographical boundaries of wards for the City;

WHEREAS, the data from the 2020 Census as provided to the City indicated that the variances among the wards of the City were not within the acceptable norm of the one-person, one-vote doctrine of the Equal Protection Clause of the Fourteenth Amendment to the United States Constitution;

WHEREAS, the Council has utilized the services of counsel and a demographer to assist in the redistricting process;

WHEREAS, the Council has worked to develop a plan for the redistricting of ward boundaries;

WHEREAS, the Council has developed a redistricting plan using the following criteria: (1) Wards should be drawn to be relatively equal in size and there should be less than a ten percent (10%) overall maximum deviation; (2) The redistricting plan shall comply with Section 2 of the Voting Rights Act of 1965, as amended and all other applicable state and federal laws; (3) Each ward shall be contiguous; (4) Each ward shall follow natural geographical boundaries where possible; and (5) Incumbent Council members shall be separated into individual wards to the extent possible;

WHEREAS, on March 26, 2024, the Council held a public meeting to discuss the proposed plan;

WHEREAS, the Council determines that the redistricting plan designated "City of Bay St. Louis RDP – Option 1A" as described and depicted in the attached Exhibits "A" and "B" to this Ordinance, satisfies the adopted redistricting criteria and complies with all state and federal laws, and should therefore be immediately adopted and become effective upon publication as set forth in Miss. Code Ann. §§ 21-13-11 and 21-17-19, to allow ample time for the updating of voter information by the appropriate officials, as each described below.

IT IS, THEREFORE, ORDAINED by the Council as follows:

Section 1. The Council of the City is hereby divided into six (6) wards with the new boundaries of the wards set forth in a map which accurately depicts the ward boundaries, attached hereto and incorporated herein by reference as Exhibit "A".

Section 2. The pertinent 2020 Census population variance and population by race statistics of the wards described in the above-referenced map are contained in the table attached hereto as Exhibit "B" and incorporated herein by reference.

Section 3. This Ordinance shall be subject to the following provision: All incumbent councilmen shall continue to serve until their present terms of office have expired and their successors have been duly qualified, elected, and take office.

Section 4. The authorized officials shall proceed to alter precinct boundaries as needed to conform to the ward boundaries set forth herein and to revise the registration books and poll books of the City in such a manner as is necessary to change the registration books of the voting precincts affected thereby to be so changed as to conform to the change of ward boundaries and precincts and to contain only the names of qualified electors in the voting precincts as made by the change of boundaries and to reassign those registered voters whose wards are changed by this Ordinance and to notify such persons by United States Mail, postage pre-paid, of their reassignment as soon as practicable when accomplished.

Section 5. This Ordinance shall take effect and be in force immediately after 30 days and the publication requirement set forth below is satisfied and shall be in force and supersede any prior ordinances of the Council regulating the same subject matter.

Section 6. Pursuant to Miss. Code Ann. §§ 21-13-11 and 21-17-19, as amended, the City is hereby authorized and directed to publish and post this Ordinance as provided therein. A copy of this Ordinance, including the full exhibits depicting the ward boundaries are on file for inspection by the public in the City Clerk's office during normal business hours.

After being reduced to writing, the foregoing Ordinance 665-06-2024 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 Doug Seal	YEA/NAY
Council Member Gene Hoffman	YEA/NAY
Council Member Jeffrey Reed	YEA/NAY
Council Member Kyle Lewis	YEA/NAY
Council Member Buddy Zimmerman	YEA/NAY
Council Member Josh DeSalvo	YEA/NAY
Council Member Gary Knoblock	YEA/NAY

Passed by the City Council of the City of Bay Saint Louis on the ____ day of _____ 2024.

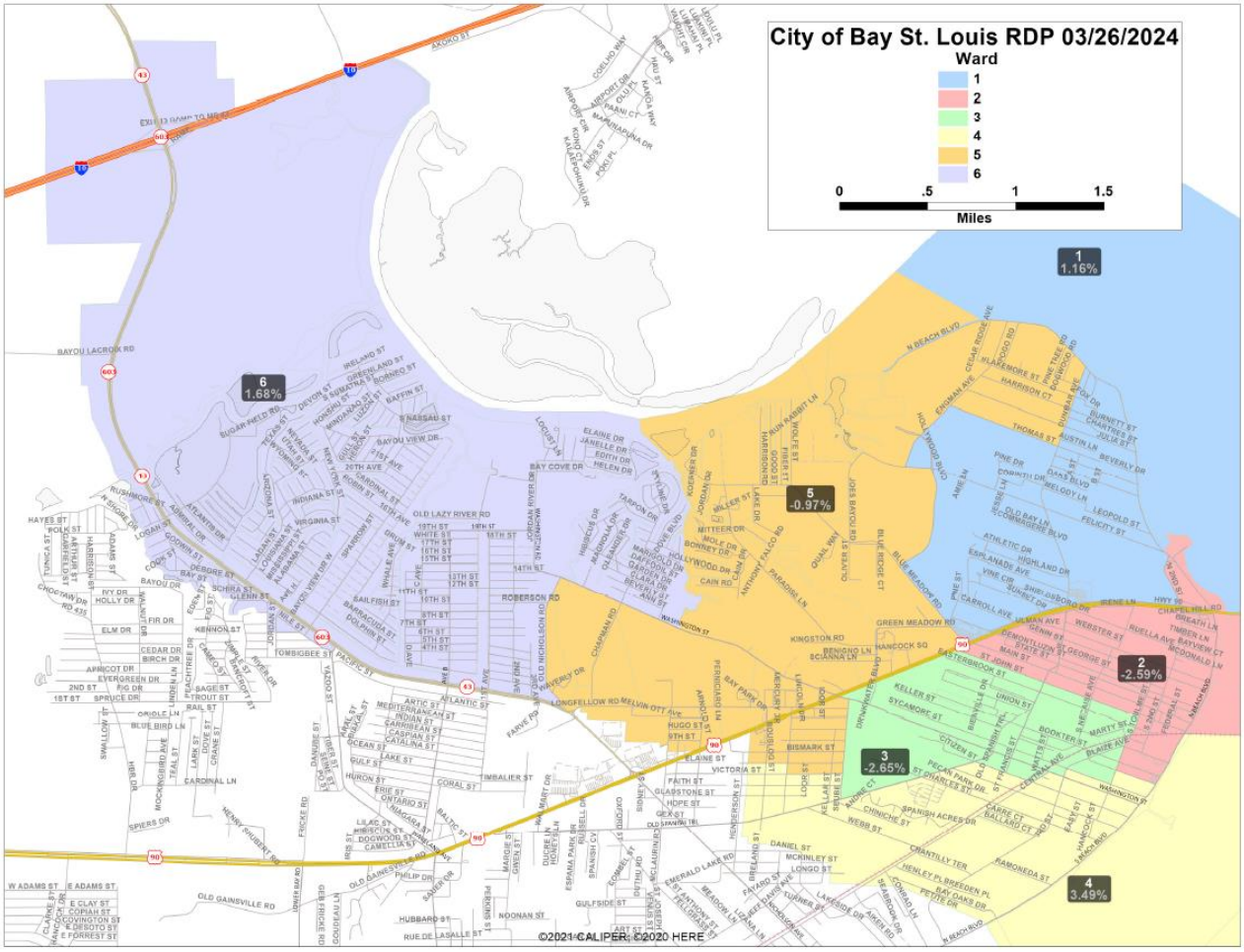
CERTIFICATION

I, Michael Reso, City Clerk for the City of Bay Saint Louis, Mississippi, do hereby certify that the foregoing Ordinance 665-06-2024 was approved and adopted in the public meeting of the City Council held on _____ ____,2024, a quorum being present, in the City Council Conference Chambers and to be recorded in the Minute Books, 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 _____ 2024.

_____
Michael Reso, City Clerk

EXHIBIT A
PROPOSED MAP



OVERLAY OF PROPOSED MAP TO EXISTING MAP

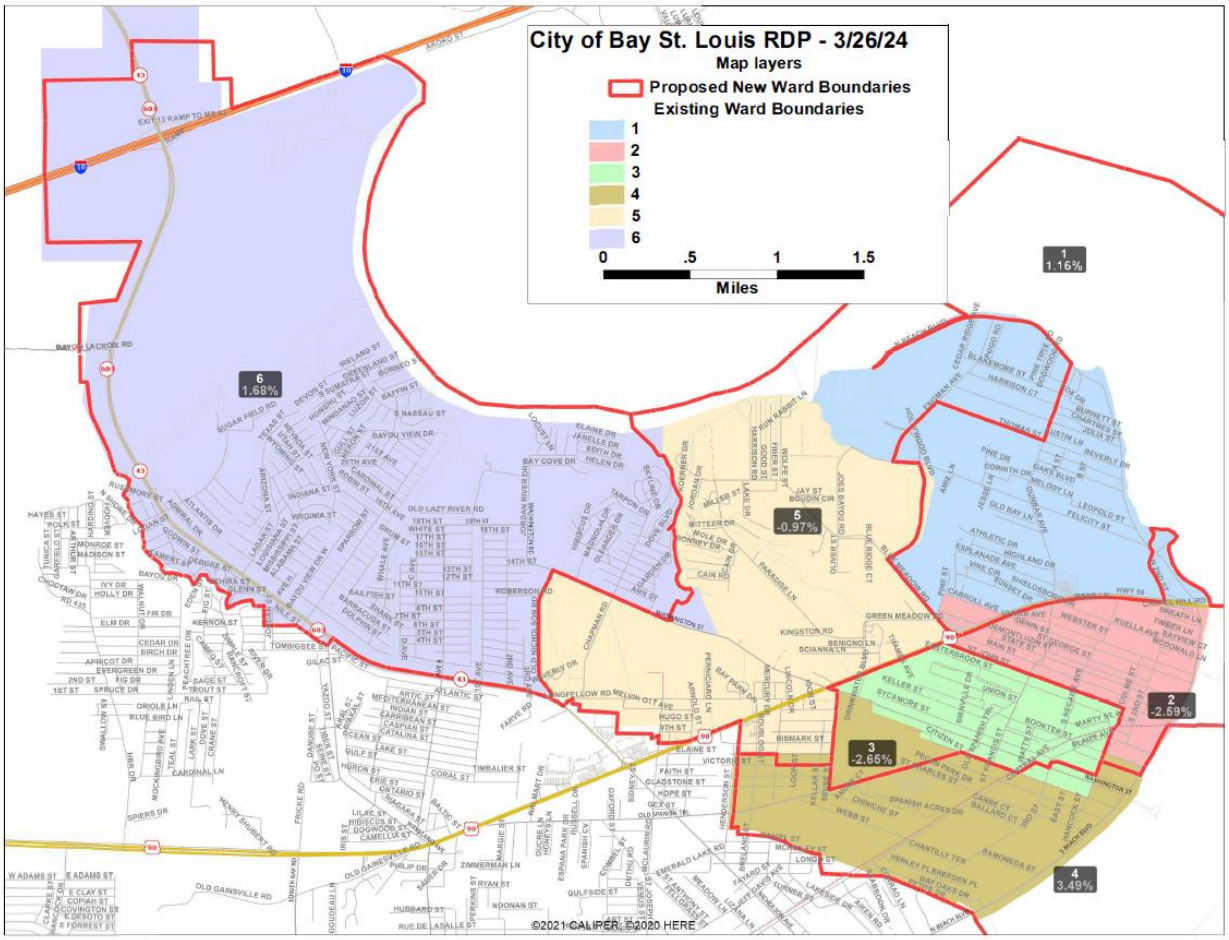


EXHIBIT B

Population Summary

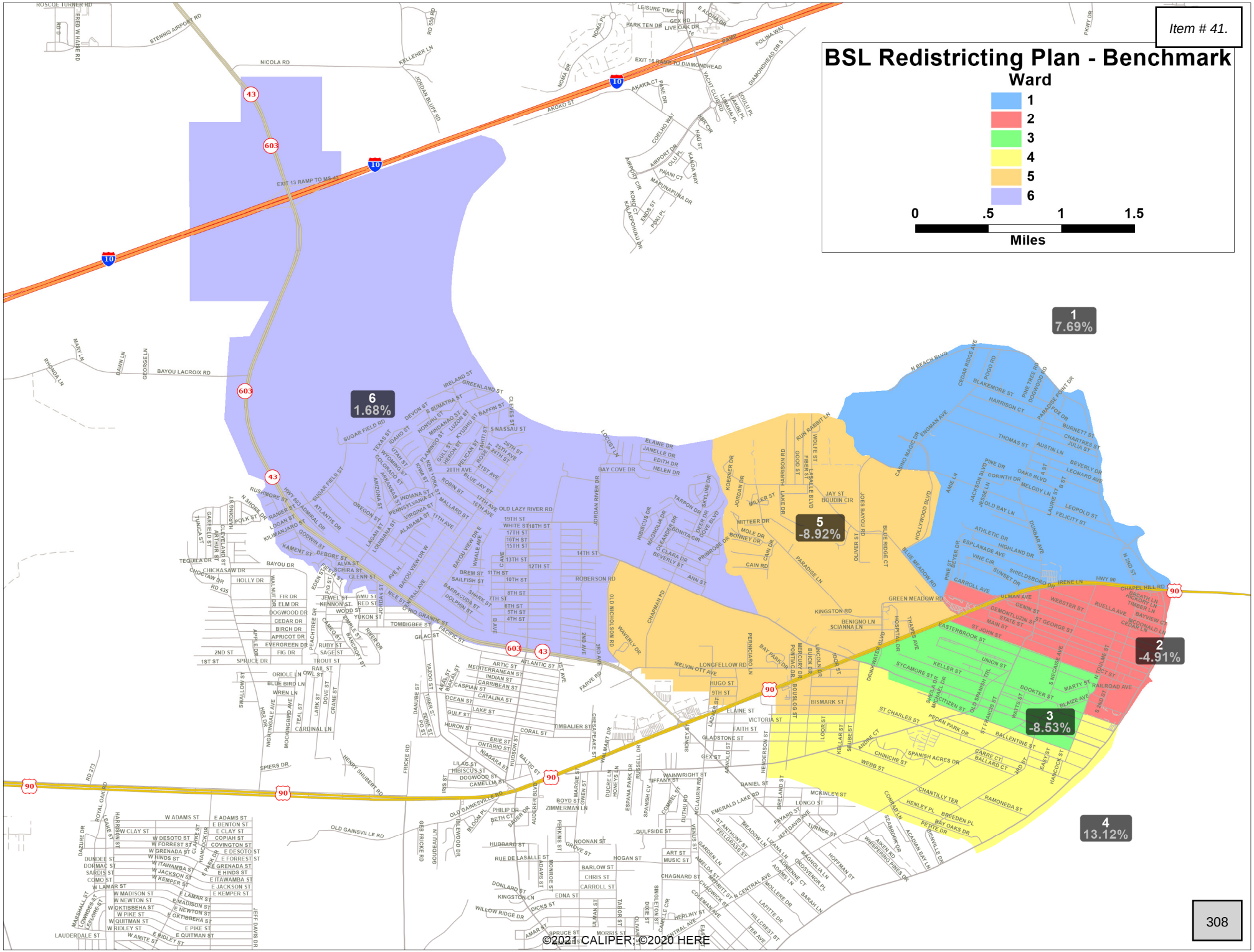
Tuesday, April 2, 2024 8:38 AM

District	Population	Deviation	% Devn.	White	[% White]	Black	[% Black]	[% 18+_Pop]	[% 18+ _Wht]	[% 18+_Blk]	[% 18+ _AP_Blk]
1	1,565	18	1.16%	1,307	83.51%	150	9.58%	80.13%	84.69%	8.69%	9.33%
2	1,507	-40	-2.59%	1,214	80.56%	137	9.09%	85.53%	83.79%	7.99%	8.38%
3	1,506	-41	-2.65%	699	46.41%	693	46.02%	79.55%	48.16%	46.33%	47.5%
4	1,601	54	3.49%	1,341	83.76%	130	8.12%	82.2%	85.71%	6.76%	7.75%
5	1,532	-15	-0.97%	1,193	77.87%	183	11.95%	79.11%	78.88%	10.23%	11.39%
6	1,573	26	1.68%	1,344	85.44%	82	5.21%	83.73%	88.31%	3.34%	4.1%

Total: **9,284**
Ideal District: **1,547**

Summary Statistics:

Population Range:	1,506 to 1,601
Ratio Range:	0.06
Absolute Range:	-41 to 54
Absolute Overall Range:	95
Relative Range:	-2.65% to 3.49%
Relative Overall Range:	6.14%
Absolute Mean Deviation:	32.33
Relative Mean Deviation:	2.09%
Standard Deviation:	35.17


BSL Redistricting Plan - Benchmark
Ward
1
2
3
4
5
6
0
.5
1
1.5
Miles
1
7.69%
2
-4.91%
3
-8.53%
4
13.12%
5
-8.92%
6
1.68%
©2021 CALIPER; ©2020 HERE

User:
Plan Name: **Bay St Louis Benchmark for May Mtg**
Plan Type: **Benchmark Plan for May Meeting**

Population Summary

Monday, March 25, 2024 9:58 PM

District	Population	Deviation	% Devn.	White	[% White]	Black	[% Black]	[% 18+_Pop]	[% 18+_Wht]	[% 18+_Blk]	[% 18+_AP_Blk]
1	1,666	119	7.69%	1,387	83.25%	153	9.18%	79.65%	84.17%	8.36%	9.04%
2	1,471	-76	-4.91%	1,178	80.08%	137	9.31%	85.72%	83.43%	8.17%	8.56%
3	1,415	-132	-8.53%	650	45.94%	645	45.58%	79.58%	47.96%	45.65%	46.89%
4	1,750	203	13.12%	1,442	82.4%	182	10.4%	82.11%	84.41%	9.05%	9.95%
5	1,409	-138	-8.92%	1,097	77.86%	176	12.49%	79.35%	78.8%	10.91%	12.08%
6	1,573	26	1.68%	1,344	85.44%	82	5.21%	83.73%	88.31%	3.34%	4.1%

Total: **9,284**
Ideal District: **1,547**

Summary Statistics:

Population Range:	1,409 to 1,750
Ratio Range:	0.24
Absolute Range:	-138 to 203
Absolute Overall Range:	341
Relative Range:	-8.92% to 13.12%
Relative Overall Range:	22.04%
Absolute Mean Deviation:	115.67
Relative Mean Deviation:	7.48%
Standard Deviation:	127.99