BAY SAINT LOUIS
A PLACE APART

Minutes
Bay Saint Louis
City Council Meeting
2nd Regular Meeting
September 18, 2018
5:30 p.m.

Call to Order

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

The Invocation and Pledge was led by Council Member Reed

Guests

a) 1037 : Garden Club - Proclamation a Proclamation

Mayor Mike Favre presented Darlene Underwood, President of the Garden Club, with a Proclamation to proclaim and declare September 27, 2018, "Bay-Waveland Garden Club Day" honoring the members for their dedicated efforts to beautify our City and make it an even better place to live, work and visit. (Exhibit "A")

b) Preston Mauffray - Cure Land Company Hotel

Preston Mauffray spoke to the Bay Saint Louis City Council on behalf of Cure Land Company regarding a parcel of property on the corner of Main Street and Beach Boulevard,

Consent Agenda

Motion to approve the Bay Saint Louis Consent Agenda, items a) through c) only, item d) is moved to the Mayor's Report, which includes the Bay Saint Louis Cash Balances dated September 14, 2018, Bay Saint Louis Certification Letter dated September 18, 2018 and the Payroll dated September 14, 2018. (Exhibit "B")

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Larry Smith, Councilman Ward 4
SECONDER:	Gene Hoffman, Councilman Ward 2
AYES:	Reed, Hoffman, Smith, Zimmerman, DeSalvo, Knoblock
ABSENT:	Doug Seal

a) Cash Balance Report dated September 14, 2018

b) Certification Letter 09/18/18

c) Payroll for all Other Employees

City Clerk/Comptroller's Report

a) Payroll Ordinance 633-09-2018 to adopt for 20182019 Budget

Motion to approve Ordinance Number 633-09-2018, An Ordinance of the Mayor and City Council of the City of Bay Saint Louis Adopting Salary Schedule, Establishing Salary Compensation for Officers, Employees and Open Positions of the City of Bay Saint Louis as read by Council Member Reed. (Exhibit "C")

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Larry Smith, Councilman Ward 4
SECONDER:	Josh DeSalvo, Councilman Ward 6
AYES:	Reed, Hoffman, Smith, Zimmerman, DeSalvo, Knoblock
ABSENT:	Doug Seal

b) Payroll for Individual 09142018

Motion to approve Bay Saint Louis Payroll for an individual, dated September 14, 2018. (Exhibit "D")

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Gene Hoffman, Councilman Ward 2
SECONDER:	Josh DeSalvo, Councilman Ward 6
AYES:	Reed, Hoffman, Smith, DeSalvo, Knoblock
ABSENT:	Doug Seal, Buddy Zimmerman

c) Payroll Ordinance 634-09-2018

Motion to amend Ordinance Number 634-08-2018 and approve Ordinance Number 634-09-2018, An Ordinance of the Mayor and City of Bay Saint Louis adopting Salary Schedule, Establishing Salary Compensation (for one employee only) for Officers, Employees and Open Positions of the City of Bay Saint Louis as read by Council Member Reed. (Exhibit "E")

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Larry Smith, Councilman Ward 4
SECONDER:	Josh DeSalvo, Councilman Ward 6
AYES:	Reed, Hoffman, Smith, DeSalvo, Knoblock
ABSENT:	Doug Seal, Buddy Zimmerman

d) Docket of Claims 18-033 dated September 18, 2018

Motion to approve the Docket of Claims 18-033 dated September 18, 2018 in the amount of $279,471.42. (Exhibit "F")

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Gene Hoffman, Councilman Ward 2
SECONDER:	Larry Smith, Councilman Ward 4
AYES:	Reed, Hoffman, Smith, Zimmerman, DeSalvo, Knoblock
ABSENT:	Doug Seal

Ordinances

Public Forum

David Wells - Bice/OShiro lawsuit and Mr. Wells thanked Mayor Favre for the list of pending lawsuits.

John Ulman - 2nd Annual Night Out parking.

Code Enforcement Report

Engineer's Report (Exhibit "G")

a) Engineer's Report

RESULT:	**NO ACTION TAKEN- FINAL**

b) Motion to authorize City Engineer Chiniche to solicit quotes

Motion to authorize City Engineer Chiniche to solicit quotes to clean about 500 feet of ditch going towards Highway 90 for the Seminary Sinkhole Project and authorize City Engineer Chiniche to proceed to accept the low quote as long as the amount is not over $2,200.00.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Gene Hoffman, Councilman Ward 2
SECONDER:	Buddy Zimmerman, Councilman Ward 5
AYES:	Reed, Hoffman, Smith, Zimmerman, DeSalvo, Knoblock
ABSENT:	Doug Seal

c) Motion to authorize City Engineer Chiniche to solicit quotes

Motion made by Council Member DeSalvo, seconded by Council Member Smith, to authorize City Engineer to solicit quotes, not to exceed $13,000.00 and to be paid from the Road and Bridge Fund, from asphalt contractors for repairs to railroad crossings to be presented to the Bay Saint Louis City Council. After discussion, motion and second were withdrawn.

City Engineer Chiniche will bring quotes back to the Bay Saint Louis City Council.

RESULT:	**NO ACTION TAKEN-FINAL**

d) Engineer's Report - Change Order #2

Motion to approve Change Order #2, to add five additional work days to the contract time to accommodate the installation of additional light poles for Commercial Electric of Long Beach, Inc., being contingent upon the approval of the Mississippi Department of Transportation. (Exhibit "H")

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Gene Hoffman, Councilman Ward 2
SECONDER:	Josh DeSalvo, Councilman Ward 6
AYES:	Reed, Hoffman, Smith, Zimmerman, DeSalvo, Knoblock
ABSENT:	Doug Seal

e) 1044 : Engineer Supplemental Agreement #1 Engineering

Motion to approve the Supplemental Agreement #1 Engineering, for an additional $5,000.00 for engineering design and construction management services to the existing engineering contract, being contingent upon the approval of the Mississippi Department of Transportation. (Exhibit "I")

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Josh DeSalvo, Councilman Ward 6
SECONDER:	Larry Smith, Councilman Ward 4
AYES:	Reed, Hoffman, Smith, Zimmerman, DeSalvo, Knoblock
ABSENT:	Doug Seal

f) Engineer Contract

Motion to approve, and authorize Mayor Favre to execute, the three year Agreement between Owner and Engineer for Professional Services with James J. Chiniche, P.A. Inc., in the amount of $1,000.00 per month. City Attorney Smith has reviewed the Agreement. (Exhibit "J")

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Josh DeSalvo, Councilman Ward 6
SECONDER:	Larry Smith, Councilman Ward 4
AYES:	Reed, Hoffman, Smith, Zimmerman, DeSalvo, Knoblock
ABSENT:	Doug Seal

Council/New/Old Business

a) Ernest Taylor - 2nd Annual Night Out

RESULT:	**NO ACTION TAKEN- FINAL**

Mayor's Report

a) Unum Vision Insurance

Motion to authorize Mayor Favre to enter into an Agreement with Unum Vision Insurance. (Exhibit "K")

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Larry Smith, Councilman Ward 4
SECONDER:	Gene Hoffman, Councilman Ward 2
AYES:	Reed, Hoffman, Smith, Zimmerman, DeSalvo, Knoblock
ABSENT:	Doug Seal

b) Motion to surplus 2007 Ford F150XL

Motion to surplus 2007 Ford F150XL, VIN #1FTRF12WX7NA83625 (as the cost to repair the truck is more expensive than the truck is worth), and for the City of Bay Saint Louis to collect insurance proceeds in the amount of $9,570.30. (Exhibit "L")

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Gene Hoffman, Councilman Ward 2
SECONDER:	Larry Smith, Councilman Ward 4
AYES:	Reed, Hoffman, Smith, Zimmerman, DeSalvo, Knoblock
ABSENT:	Doug Seal

c) 1011 : Road Abandonments

Council Member Reed stated that the properties should each have a survey. Council Member Zimmerman stated there should be a sign off sheet for utilities and drainage and that utility crews should make sure there are no lines or a need to put any lines in.

RESULT:	**NO ACTION TAKEN- FINAL**

Attorney's Report

a) Approve Bise/O'Shiro Settlement Agreement

RESULT:	**NO ACTION TAKEN- FINAL**

Closed/Executive Session (if needed)

a) Motion to go into Closed Session

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

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Gene Hoffman, Councilman Ward 2
SECONDER:	Larry Smith, Councilman Ward 4
AYES:	Reed, Hoffman, Smith, Zimmerman, DeSalvo, Knoblock
ABSENT:	Doug Seal

b) Motion to go into Executive Session

Motion to go into Executive Session to discuss the Agreed Order Returning Seized Funds in a pending investigation.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Gene Hoffman, Councilman Ward 2
SECONDER:	Larry Smith, Councilman Ward 4
AYES:	Reed, Hoffman, Smith, Zimmerman, DeSalvo, Knoblock
ABSENT:	Doug Seal

c) Motion to come out of Executive Session

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

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Gene Hoffman, Councilman Ward 2
SECONDER:	Buddy Zimmerman, Councilman Ward 5
AYES:	Reed, Hoffman, Smith, Zimmerman, DeSalvo, Knoblock
ABSENT:	Doug Seal

Attorney's Report (continued)

a) Motion to approve payment

Motion to approve payment with regard to the Agreed Order Returning Seized Funds in the case of "In the Circuit Court of Hancock County, Mississippi, In Re: Two Thousand Eight Hundred and Twenty Dollars ($2,820.00) in United States Currency (Plaintiff), Civil Action 15-0388 versus the State of Mississippi, ex rel Bay Saint Louis Police Department (Defendant); Elijah White, III is Claimant". The money, in the amount of $2,820.00, shall be paid out of the Bay Saint Louis Reserve Fund, with the intent that City Clerk Gonzales and City Attorney Smith will explore bond options to return the money to the Bay Saint Louis Reserve Fund. (Agreed Order as Exhibit "M")

Council Member Hoffman asked that the Minutes reflect that this is a court order by Judge Lisa Dodson to force the City to make this payment.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Gene Hoffman, Councilman Ward 2
SECONDER:	Josh DeSalvo, Councilman Ward 6
AYES:	Reed, Hoffman, Smith, Zimmerman, DeSalvo, Knoblock
ABSENT:	Doug Seal

Public Forum

Minutes

a) Minutes Approval

Motion to approve the Minutes of August 21, 2018 with corrections.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Gene Hoffman, Councilman Ward 2
SECONDER:	Larry Smith, Councilman Ward 4
AYES:	Reed, Hoffman, Smith, Zimmerman, DeSalvo, Knoblock
ABSENT:	Doug Seal

Miscellaneous Items

a) Payroll Hours Report

RESULT:	**NO ACTION TAKEN- FINAL**

b) Gaming and Sales Tax Report

RESULT:	**NO ACTION TAKEN- FINAL**

Recess

a) Motion to recess

Motion to recess to September 27, 2018 at 5:30 p.m.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Josh DeSalvo, Councilman Ward 6
SECONDER:	Gene Hoffman, Councilman Ward 2
AYES:	Reed, Hoffman, Smith, Zimmerman, DeSalvo, Knoblock
ABSENT:	Doug Seal

BOOK 61
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CITY COUNCIL MEETING
SEPTEMBER 18, 2018

Jeffery Reed, Councilman Ward 3 — Date 10/16/18

Doug Seal, Councilman Ward 1 — Date 10/16/18

Gene Hoffman, Councilman Ward 2 — Date 10/16/18

Larry Smith, Councilman Ward 4 — Date 10/16/18

Buddy Zimmerman, Councilman Ward 5 — Date 10/16/18

Josh DeSalvo, Councilman Ward 6 — Date 10/16/18

Gary Knoblock, Councilman At Large — Date 10/16/2018

Lisa Tilley, Clerk of Council — Date 10-16-18

Mike Favre, Mayor — Date 10-16-18

BAY SAINT LOUIS
A PLACE APART

RECEIVED
SEP 18 2018
BY: Jet HD-MF
mtg 9-18-18

PROCLAMATION

WHEREAS: *Garden clubs work to study all aspects of gardening, to encourage environmental improvement through civic development, beautification, restoration, and the protection of natural resources; and*

WHEREAS: *The Bay-Waveland Garden Club is celebrating eighty years of service to the communities of Bay St. Louis and Waveland. The members of the Bay-Waveland Garden Club have volunteered countless hours to learning the latest gardening techniques, and to inform others about the benefits of gardening, as well as spearheading numerous special projects to benefit the community; and*

WHEREAS: *The goals of the Bay-Waveland Garden Club have been met throughout the years with club projects such as International Beach Clean-up, Arbor Day, Spring Pilgrimage, Bay St. Louis Community Garden, Library Floral Arrangements, Library Tree Gala, and Annual Christmas Flower Show, Back Yard Habitats providing food, water and shelter for wildlife, teaching fire safety and respect for the environment through the Smokey the Bear and Woodsy the Owl Poster Contests in local schools; and*

WHEREAS: *The Bay-Waveland Garden Club's work is ongoing with the same enthusiasm as the original founding members. The Bay-Waveland Garden Club in 1972 won the National Helen Hussey Champlin Award for outstanding service in promotion of gardening among youth. In 2015, the club was voted the best Garden Club in the Mississippi Spanish Trail District; so*

NOW THEREFORE, *I Mayor Michael Favre, and the Bay St. Louis City Council, do hereby proclaim and declare September 27, 2018,* ***"Bay-Waveland Garden Club Day"*** *honoring the members for their dedicated efforts to beautify our City and make it an even better place to live, work, and visit.*

Michael Favre
Mayor

Exhibit "A"
September 18, 2018

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

CITY OF BAY ST LOUIS

CASH BALANCES

9/14/2018

FUND	TYPE	DESCRIPTION	Before	Docket	After
001	COMMITTED	GENERAL FUND OPERATING	$ 663,444.96	$ 86,074.51	$ 577,370.45
001	RESTRICTED	MUN FIRE REBATE FUND & 1/4 MILL	$ 63,567.88		$ 63,567.88
005	COMMITTED	MUNICIPAL RESERVE FUND	$ 163,756.54		$ 163,756.54
020	COMMITTED	NARCOTIC'S TASK FORCE ACCT	$ 5,268.06		$ 5,268.06
200	COMMITTED & RESTRICTED	DEBT SERVICE ACCOUNT	$ 68,552.61	$ 5,472.30	$ 63,080.31
270	RESTRICTED	2016 ROAD & BRIDGE DEBT SERVICE	$ 126,519.80		$ 126,519.80
300	RESTRICTED	DOJ FUNDS	$ 239,166.47	$ 18,051.72	$ 221,114.75
330	RESTRICTED	2016 ROAD CONSTRUCTION BOND	$ 2,152.36		$ 2,152.36
350	COMMITTED	COUNTY ROAD & BRIDGE	$ 105,546.95		$ 105,546.95
400	COMMITTED	UTILITY FUND OPERATING	$ 319,835.90	$ 142,150.28	$ 177,685.62
400	COMMITTED	UTILITY CAPITAL AND MAINTENANCE	$ 691,541.79		$ 691,541.79
400	RESTRICTED	UTILITY METER DEPOSITS	$ 373,997.48		$ 373,997.48
450	COMMITTED	MUNICIPAL HARBOR FUND	$ 225,238.44	$ 27,722.61	$ 197,515.83
450	COMMITTED	MUNICIPAL HARBOR CAPITAL & MAINTENANCE	$ 65,058.93		$ 65,058.93
650	RESTRICTED	COMMUNITY HALL ACCOUNT	$ 42,957.58		$ 42,957.58
654	RESTRICTED	UNEMPLOYMENT REVOLVING FUND	$ 45,995.13		$ 45,995.13
100	RESTRICTED	KATRINA LONG TERM RECOVERY (FEMA)	$ 153.44		$ 153.44
115	RESTRICTED	KATRINA SUPPLEMENTAL CDBG ACCOUNT	$ 10,889.28		$ 10,889.28
		TOTAL ALL FUNDS:	**$ 3,213,643.60**	**$ 279,471.42**	**$ 2,934,172.18**

Attachment: CASH BALANCES 09142018 (1027 : Cash Balance Report)

Exhibit "B"
September 18, 2018

BAY SAINT LOUIS

September 18, 2018

CERTIFICATION

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

Claims Docket 09/18/2018_18-033 - $279,471.42

Sissy Gonzales
City Clerk
City of Bay St. Louis

Attachment: Certification Ltr 09.18.2018 (1026 : Certific atter)

00_Council Report_All minus MBurch

City of Bay St Louis (48853)

From: 09/14/2018 Through: 09/14/2018

Fund - Code - Current: 1

Department - Name - Current: Council

Fund	Dept	Dept Name	Emp#	Last, First	Rate	Gross	Dental	Life	Health	PERS	Medi	SS	Tota
1	100	Council	1377	Desalvo, Joshua	8.08	646.16	13.91	4.40	238.10	101.77	9.37	40.06	1,053.1
1	100	Council	1375	Hoffman, Eugene	8.08	669.24	13.91	4.40	238.10	105.41	9.70	41.49	1,082.2
1	100	Council	1374	Knoblock, Gary	8.08	646.16	13.91	4.40	238.10	101.77	9.37	40.06	1,053.1
1	100	Council	1039	Reed, Jeffrey	8.08	669.24	13.91	4.40	238.10	105.41	9.70	41.50	1,082.2
1	100	Council	1038	Seal Jr, Phillip	8.08	646.16		4.40		101.77	9.37	40.07	801.1
1	100	Council	1376	Smith Jr, Larry	8.08	646.16	13.91	4.40	238.10	101.77	9.37	40.06	1,053.1
1	100	Council	1357	Thompson, Caitlin	11.50	920.01	13.91	4.40	238.10	144.90	13.34	57.04	1,391.1
1	100	Council	1326	Tilley, Lisa	16.87	1,419.20	13.91	4.40	238.10	223.52	20.58	87.99	2,007.1
1	100	Council	1147	Zimmerman Jr, William	7.57	605.21	13.91	4.40	238.10	95.32	8.78	37.52	1,003.2

Attachment: Payroll batch report 09142018 a (1030 : Payroll for all Other Employees)

00_Council Report_All minus MBurch

City of Bay St Louis (48853)

From: 09/14/2018 Through: 09/14/2018

Department - Name - Current: Court

Fund	Dept	Dept Name	Emp#	Last, First	Rate	Gross	Dental	Life	Health	PERS	Medi	SS	Tota
1	102	Court	1050	Kihneman, Susan	12.45	331.67	13.91	4.40	238.10	52.24	2.97	12.68	655.9
1	102	Court	1319	Maggio, Stephen	54.17	1,000.00	27.82	8.80	476.20	157.50	14.50	62.00	1,746.8
1	102	Court	1011	Sheppard, Clementine	18.87	1,509.60	13.91	4.40	238.10	237.76	21.70	92.80	2,118.2
1	102	Court	1350	Smith, Rachael	11.00	881.38	13.91	2.86	238.10	138.82	12.74	54.46	1,342.2

Attachment: Payroll batch report 09142018 a (1030 : Payroll for all Other Employees)

00_Council Report_All minus MBurch

City of Bay St Louis (48853)

From: 09/14/2018 Through: 09/14/2018

Department - Name - Current: Administration

Fund	Dept	Dept Name	Emp#	Last, First	Rate	Gross	Dental	Life	Health	PERS	Medi	SS	Tota
1	120	Administration	1146	Averhart, Peggy	14.75	464.63				73.18	6.69	28.62	573.1
1	120	Administration	1219	Favre, Jamie	14.95	1,769.71	13.91	4.40	238.10	278.73	25.66	109.72	2,440.1
1	120	Administration	1299	Favre, Michael	38.64	3,091.38	13.91	4.40	238.10	486.89	44.83	191.67	4,071.1
1	120	Administration	1244	Feuerstein, Dana	16.50	1,449.94	13.91	4.40	238.10	228.37	21.02	89.90	2,045.6
1	120	Administration	1339	Garcia, Linda	15.50	1,240.00	13.91	4.40	238.10	195.30	17.98	76.88	1,786.5
1	120	Administration	1341	Gonzales, Sissy	31.62	2,853.73	13.91	4.40	238.10	449.46	41.38	176.93	3,777.9

Attachment: Payroll batch report 09142018 a (1030 : Payroll for all Other Employees)

00_Council Report_All minus MBurch

City of Bay St Louis (48853)

From: 09/14/2018 Through: 09/14/2018

Department - Name - Current: Building and P&Z

Fund	Dept	Dept Name	Emp#	Last, First	Rate	Gross	Dental	Life	Health	PERS	Medi	SS	Tota
1	150	Building and P&Z	1052	Black, Charlene	21.00	1,638.00	13.91	4.40	238.10	257.99	23.71	101.37	2,277.4
1	150	Building and P&Z	1053	Bremer, Mary Ann	14.95	1,181.05	13.91	4.40	238.10	186.02	16.74	71.58	1,711.8
1	150	Building and P&Z	1383	Ladner, Rickey	20.00	1,685.00	13.91	4.40	238.10	265.39	24.43	104.47	2,335.7
1	150	Building and P&Z	1045	McConnell, Thomas	21.00	1,680.00	13.91	2.86	238.10	264.60	22.92	97.98	2,320.3
1	150	Building and P&Z	1386	Siebenkittel, Donald	17.00	1,343.00	13.91	4.40	238.10	211.52	19.47	83.27	1,913.6

Attachment: Payroll batch report 09142018 a (1030 : Payroll for all Other Employees)

00_Council Report_All minus MBurch

City of Bay St Louis (48853)

From: 09/14/2018 Through: 09/14/2018

Department - Name - Current: Police

Fund	Dept	Dept Name	Emp#	Last, First	Rate	Gross	Dental	Life	Health	PERS	Medi	SS	Tot
1	200	Police	1085	Armentrout, Scott	16.00	1,654.00	13.91	4.40	238.10	260.51	23.98	102.55	2,297.
1	200	Police	1043	Blappert, Diane	16.00	1,280.00	13.91	4.40	238.10	201.60	17.01	72.73	1,827.
1	200	Police	1378	Bowden, Benjamin	15.02	1,642.81	13.91	4.40	238.10	258.74	23.82	101.85	2,283.
1	200	Police	1059	Brady, Tammy	15.50	1,255.50	13.91	4.40	238.10	197.74	17.92	76.61	1,804.
1	200	Police	1073	Buckley, David	19.25	1,708.44				269.08	24.77	105.92	2,108.
1	200	Police	1075	Buehler, Jonathan	15.02	1,682.24	13.91	4.40	238.10	264.95	24.39	104.30	2,332.
1	200	Police	1363	Canaski, Christopher	16.00	1,344.00	13.91	4.40	238.10	211.68	19.49	83.33	1,914.
1	200	Police	1401	Cardinale, Chenea	14.00	1,120.00	13.91	4.40	238.10	176.40	16.24	69.44	1,638.
1	200	Police	1368	Cousins, Christopher	17.35	1,609.21	13.91	4.40	238.10	253.45	23.33	99.77	2,242.
1	200	Police	1333	Eagan III, Frederick	15.50	1,302.00	13.91	4.40	238.10	205.07	18.83	80.53	1,862.
1	200	Police	1080	Gaillot, Kevin	16.00	1,472.00	13.91	4.40		231.84	21.34	91.26	1,834.
1	200	Police	1202	Gray, Donald	19.25	1,617.01	13.91	4.40	238.10	254.68	23.45	100.25	2,251.
1	200	Police	1384	Jewell, Rachel	17.35	1,531.14		4.40		241.15	22.20	94.93	1,893.
1	200	Police	1407	Johnson, Britney	15.02	1,396.86				220.01	20.25	86.61	1,723.
1	200	Police	1390	Johnson, Demarcus	15.02	1,381.84	13.91	4.40	238.10	217.64	20.04	85.67	1,961.
1	200	Police	1379	Johnson, Stepheon	15.02	1,547.06	13.91	4.40	238.10	243.66	22.43	95.92	2,165.
1	200	Police	1406	Kent, Thomas	15.50	1,426.00				224.60	20.68	88.41	1,759.
1	200	Police	1385	Kingston III, Alvin	25.48	2,255.04	13.91	4.40	238.10	355.17	32.70	139.81	3,039.
1	200	Police	1369	Kirsch, Karl	15.50	1,846.44	13.91	4.40	238.10	290.81	25.66	109.72	2,529.
1	200	Police	1367	Long, Kristie	15.50	1,302.00	13.91	4.40	238.10	205.07	18.88	80.72	1,863.
1	200	Police	1393	Morales, Tiffany	15.02	668.70	13.91	4.40	238.10	105.32	9.70	41.46	1,081.
1	200	Police	1227	Murphy, Dylan	17.35	1,596.20	13.91	4.40	238.10	251.40	23.14	98.96	2,226.
1	200	Police	1041	Necaise, Dorty	14.00	1,120.00	13.91	4.40	238.10	176.40	15.82	67.65	1,636.
1	200	Police	1402	Ordoyne, Bailey	15.02	1,385.60				218.23	20.09	85.91	1,709.
1	200	Police	1068	Phillips, Push	19.25	1,617.01	13.91	4.40	238.10	254.68	23.45	100.25	2,251.
1	200	Police	1381	Ponthieux, Gary	28.61	2,689.00		4.40		423.52	38.99	166.72	3,322.
1	200	Police	1309	Reynolds, Ricky	15.50	1,429.88	13.91	4.40	238.10	225.21	20.08	85.85	2,017.
1	200	Police	1392	Sanchez, James	15.02	1,502.00	13.91	4.40	238.10	236.57	21.78	93.12	2,109.
1	200	Police	1338	Taylor Jr, Ernest	16.00	1,456.00	13.91	4.40	238.10	229.32	21.07	90.08	2,052.
1	200	Police	1066	Taylor, Ernest	14.75								0.
1	200	Police	1387	Wilder, David	17.35	1,891.15	13.91	4.40	238.10	297.86	27.42	117.25	2,590.

Attachment: Payroll batch report 09142018 a (1030 : Payroll for all Other Employees)

00_Council Report_All minus MBurch

City of Bay St Louis (48853)

From: 09/14/2018 Through: 09/14/2018

Department - Name - Current: Fire

Fund	Dept	Dept Name	Emp#	Last, First	Rate	Gross	Dental	Life	Health	PERS	Medi	SS	Tota
1	260	Fire	1362	Anderson, Brandon	10.00	1,350.00				212.63	19.58	83.70	1,665.9
1	260	Fire	1099	Armenta Sr, Brian	12.57	1,696.95	13.91	4.40	238.10	267.27	23.01	98.38	2,342.(
1	260	Fire	1220	Avery, Ronald	23.20	2,250.05	13.91	4.40	238.10	354.38	31.97	136.70	3,029.9
1	260	Fire	1269	Burchett, Timothy	9.52	913.92				143.94	13.25	56.66	1,127.7
1	260	Fire	1230	Catalano Jr, Gary	12.57	1,696.95	13.91	4.40	238.10	267.27	24.13	103.19	2,347.9
1	260	Fire	1313	Clark, Austin	10.87	1,130.48	13.91	4.40	238.10	178.05	16.39	70.09	1,651.4
1	260	Fire	1316	Elzy, Derrion	10.87	1,467.45	13.91	4.40	238.10	231.12	21.09	90.16	2,066.2
1	260	Fire	1103	Farve III, John	12.57	1,307.28	13.91	4.40	238.10	205.90	17.36	74.22	1,861.1
1	260	Fire	1257	Garber, Jeffrey	12.06	1,254.24	13.91	4.40	238.10	197.54	17.95	76.75	1,802.8
1	260	Fire	1328	Guitreau, Michael	10.87								0.(
1	260	Fire	1258	Hardman, Matthew	12.06	2,044.17	13.91	4.40	238.10	321.96	28.19	120.55	2,771.2
1	260	Fire	1361	Hoffmann II, Wayne	10.87	1,858.77	13.91	4.40	238.10	292.76	26.95	115.24	2,550.1
1	260	Fire	1346	Labat, Robert	10.87								0.(
1	260	Fire	1340	Loustalot III, Norman	9.52	913.92				143.94	13.25	56.66	1,127.7
1	260	Fire	1370	Mallini, Anthony	10.87	1,858.77	13.91	4.40	238.10	292.76	26.95	115.24	2,550.1
1	260	Fire	1303	Maurice Jr, Gary	12.06	2,062.26	13.91	4.40	238.10	324.81	29.90	127.86	2,801.2
1	260	Fire	1399	Polk, Bradley	9.52	456.96				71.97	6.63	28.33	563.8
1	260	Fire	1400	Sekinger III, Allen	10.00	1,040.00	13.91	4.40	238.10	163.80	15.08	64.48	1,539.7
1	260	Fire	1107	Stefano, David	12.06	2,062.26	13.91	4.40	238.10	324.81	29.86	127.67	2,801.(
1	260	Fire	1110	Strong, Monty	27.41	2,754.60	13.91	4.40	238.10	433.85	39.94	170.79	3,655.5
1	260	Fire	1355	Torres, Adam	10.87	1,391.36	13.91	4.40	238.10	219.14	20.17	86.26	1,973.1
1	260	Fire	1360	Woods, Justin	10.87	1,858.77	13.91	4.40	238.10	292.76	25.11	107.36	2,540.4

Attachment: Payroll batch report 09142018 a (1030 : Payroll for all Other Employees)

00_Council Report_All minus MBurch

City of Bay St Louis (48853)

From: 09/14/2018 Through: 09/14/2018

Department - Name - Current: Public Works

Fund	Dept	Dept Name	Emp#	Last, First	Rate	Gross	Dental	Life	Health	PERS	Medi	SS	Tot
1	300	Public Works	1398	Allen Jr, Travis	9.50	270.38				42.58	3.92	16.76	333.6
1	300	Public Works	1321	Chiasson Sr, Jason	14.87	1,189.60	13.91	4.40	238.10	187.36	17.25	73.76	1,724.1
1	300	Public Works	1403	Crowell, Louie	12.87	1,032.82				162.67	14.98	64.03	1,274.9
1	300	Public Works	1404	Darty, Dakota	9.50	733.88				115.59	10.64	45.50	905.6
1	300	Public Works	1266	Duvernay, Robert	12.81	958.57	13.91	4.40	238.10	150.97	13.90	59.43	1,439.2
1	300	Public Works	1004	Elliott, Cindy	14.00	1,169.00	13.91	4.40	238.10	184.12	16.95	72.49	1,698.9
1	300	Public Works	1174	Favre, Kim	26.35	2,239.83	13.91	4.40	238.10	352.77	30.52	130.51	3,010.0
1	300	Public Works	1353	Johnson, Sandra	12.87	990.99	13.91	4.40	238.10	156.08	14.37	61.44	1,479.2
1	300	Public Works	1391	Lacy, Matthew	9.75	762.94	13.91	4.40	238.10	120.16	11.06	47.30	1,197.8
1	300	Public Works	1164	Ladner, Mark	11.37	102.33					1.48	6.34	110.1
1	300	Public Works	1389	Lafontaine, Zachary	9.87	745.19	13.91	4.40	238.10	117.37	10.81	46.20	1,175.9
1	300	Public Works	1372	Matheny, Charles	13.00	1,027.00	13.91	4.40	238.10	161.75	14.45	61.78	1,521.3
1	300	Public Works	1253	Maurice, Gary	18.87	1,509.61	13.91	4.40	238.10	237.76	21.50	91.95	2,117.2
1	300	Public Works	1150	McCardle, Samuel	14.85	994.95	27.82	8.80	476.20	156.70	14.12	60.37	1,738.9
1	300	Public Works	1154	McKay, Jamie	17.50	1,522.50	13.91	4.40	238.10	239.79	21.70	92.79	2,133.1
1	300	Public Works	1342	Meek, George	10.87	1,145.43	13.91	4.40	238.10	180.41	16.56	70.83	1,669.6
1	300	Public Works	1395	Nguyen, Joey	11.37	1,307.55	13.91	4.40	238.10	205.94	18.96	81.07	1,869.9
1	300	Public Works	1331	Piazza, Ashley	12.87	846.20	13.91	4.40	238.10	133.28	12.27	52.46	1,300.6
1	300	Public Works	1240	Raboteau, Wendell	14.95								0.0
1	300	Public Works	1205	Storey, Charles	13.44	1,075.20	13.91	4.40	238.10	169.34	15.59	66.66	1,583.2
1	300	Public Works	1405	Storey, Kenneth	12.87	669.24				105.41	9.70	41.49	825.8

Attachment: Payroll batch report 09142018 a (1030 : Payroll for all Other Employees)

00_Council Report_All minus MBurch

City of Bay St Louis (48853)

From: 09/14/2018 Through: 09/14/2018

1	300	Public Works	1155	Swanier, Mitchell	14.87	1,193.32	13.91	4.40	238.10	187.95	17.11	73.16	1,727.9
1	300	Public Works	1276	Taylor, Donnell	10.37	829.60	13.91	4.40	238.10	130.66	11.98	51.24	1,279.8
1	300	Public Works	1161	Thomas, Archie	12.81	1,024.80	13.91	4.40	238.10	161.41	14.82	63.35	1,520.7
1	300	Public Works	1408	Thomas, Edward	9.50	760.00				119.70	11.02	47.12	937.8
1	300	Public Works	1231	Washington, Thelma	12.25	980.00	13.91	4.40	238.10	154.35	13.87	59.30	1,463.9

Attachment: Payroll batch report 09142018 a (1030 : Payroll for all Other Employees)

Group Total Records: 103

Attachment: Payroll batch report 09142018 a (1030 : Payroll for all Other Employees)

00_Council Report_All minus MBurch

City of Bay St Louis (48853)

From: 09/14/2018 Through: 09/14/2018

Fund - Code - Current: 400

Department - Name - Current: Administration

Fund	Dept	Dept Name	Emp#	Last, First	Rate	Gross	Dental	Life	Health	PERS	Medi	SS	Tota
400	120	Administration	1137	Stewart, Katie	16.45	1,311.89	13.91	4.40	238.10	206.62	17.62	75.32	1,867.8
400	120	Administration	1093	Tice, Violet Patricia	19.97	1,597.61	13.91	4.40	238.10	251.62	22.91	97.96	2,226.5

Attachment: Payroll batch report 09142018 a (1030 : Payroll for all Other Employees)

00_Council Report_All minus MBurch

City of Bay St Louis (48853)

From: 09/14/2018 Through: 09/14/2018

Department - Name - Current: Operations

Fund	Dept	Dept Name	Emp#	Last, First	Rate	Gross	Dental	Life	Health	PERS	Medi	SS	Tota
400	700	Operations	1397	Boehnel, Joseph	13.00	945.75	13.91	4.40	238.10	148.96	13.23	56.57	1,420.9
400	700	Operations	1295	Conway Jr, Quentin	15.00	1,471.88	13.91	4.40	238.10	231.82	21.34	91.26	2,072.7
400	700	Operations	1138	Kelley Jr, Carlton	15.58	1,207.45	13.91	4.40	238.10	190.17	17.46	74.67	1,746.1
400	700	Operations	1388	Ladner Jr, Rickey	9.80	747.25	13.91	4.40	238.10	117.69	10.84	46.33	1,178.5
400	700	Operations	1380	McPhearson, Thomas	13.22	1,067.52	13.91	4.40	238.10	168.13	15.48	66.19	1,573.7
400	700	Operations	1176	Ortiz, Jeraldo	27.89	2,384.17	13.91	4.40	238.10	375.51	34.57	147.82	3,198.4
400	700	Operations	1178	Saucier, Henri	20.75	2,137.25	13.91	4.40	238.10	336.62	30.75	131.47	2,892.5
400	700	Operations	1180	Summers, Carl	16.51	1,320.80	13.91	4.40	238.10	208.03	17.60	75.25	1,878.0
400	700	Operations	1175	Thoms, Stephen	16.87	1,623.74	13.91	4.40	238.10	255.74	22.82	97.57	2,256.2

Attachment: Payroll batch report 09142018 a (1030 : Payroll for all Other Employees)

Group Total Records: 11

Attachment: Payroll batch report 09142018 a (1030 : Payroll for all Other Employees)

Fund - Code - Current: 450

Department - Name - Current: Administration

Fund	Dept	Dept Name	Emp#	Last, First	Rate	Gross	Dental	Life	Health	PERS	Medi	SS	Tota
450	120	Administration	1074	Caughlin, Duane	17.17	2,219.22	13.91	4.40	238.10	349.53	32.18	137.59	2,994.9
450	120	Administration	1210	Forstall, Stephen	13.45	837.26				131.87	12.14	51.91	1,033.1
450	120	Administration	1310	Fortin, Charles	22.01	2,244.60	13.91	4.40	238.10	353.52	32.55	139.17	3,026.2
450	120	Administration	1285	Mossey, Joshua	14.43	1,262.63	13.91	4.40	238.10	198.86	18.31	78.28	1,814.4
450	120	Administration	1396	Singleton, Zakoven	10.00	600.00				94.50	8.70	37.20	740.4
450	120	Administration	1351	White, Derek	12.87	1,431.79		4.40	238.10	225.51	20.76	88.77	2,009.1

Attachment: Payroll batch report 09142018 a (1030 : Payroll for all Other Employees)

Group Total Records: 6

Attachment: Payroll batch report 09142018 a (1030 : Payroll for all Other Employees)

155,576.66	1,349.27	441.32	23,095.70	24,487.25	2,230.82	9,538.65	216,719.(

Report Total Records: 120

Attachment: Payroll batch report 09142018 a (1030 : Payroll for all Other Employees)

Copy - original @ City Hall.

CITY OF BAY ST. LOUIS
STATE OF MISSISSIPPI

There came on for consideration at a duly constituted meeting of the Mayor and City Council of the City of Bay St. Louis, Mississippi, held on the 18th day of September 2018, the following Ordinance:

ORDINANCE NO. 633-09-2018

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BAY ST. LOUIS ADOPTING SALARY SCHEDULE, ESTABLISHING SALARY COMPENSATION FOR OFFICERS, EMPLOYEES, AND OPEN POSITIONS OF THE CITY OF BAY ST. LOUIS

Thereupon Councilman Smith offered and moved the adoption of the following resolution:

RESOLUTION BY THE MAYOR AND CITY COUNCILOF THE CITY OF BAY ST. LOUIS, MISSISSIPPI TO AMEND CITY ORDINANCE NO. 632-08-2018 AND TO ADOPT A SALARY SCHEDULE AND TO ESTABLISH SALARY COMPENSATION FOR OFFICERS, EMPLOYEES, AND OPEN POSITIONS OF THE CITY OF BAY ST. LOUIS

WHEREAS, Miss. Code Annotated § 21-8-21(2) provides that every officer or employee of the municipality shall receive such a salary of compensation as the Council shall by ordinance provide ("Payroll Ordinance"); and

WHEREAS, Miss. Code Annotated § 21-8-21(2) also provides that the salary compensation of all employees of such municipality shall be fixed by the Council from time to time, as occasion may demand; and

THEREFORE, BE IT ORDAINED by the Mayor and the City Council of the City of Bay St. Louis that the attached four (4) page amended salary ordinance, attached hereto as Exhibit A, with total **estimated** salaries and employee benefits of **$6,321,639.56** is hereby adopted establishing the compensation rate for every officer, employee and open position of the City; and

NOW, THEREFORE BE IT ALSO ORDAINED, by the City Council that the Mayor of the City of Bay St. Louis is hereby authorized to fill any open position as may exist from **September 24, 2018 through September 30, 2019**, with a compensation rate not to exceed that specified amount for that particular position as reflected in the above referenced salary ordinance; and

NOW, THEREFORE BE IT ALSO ORDAINED, that any and all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

NOW, THEREFORE BE IT ALSO ORDAINED, that the Ordinance shall be in full force and effect thirty (30) days after the date of passage, except where it should pass unanimously in which case, for the safety and benefit of the City, it shall go into effect immediately.

NOW, THEREFORE BE IT ALSO ORDAINED, that the City Clerk, pursuant to Miss. Code 21-13-11, provide notice of the adoption of the Ordinance in the *Sea Coast Echo* for one (1) time.

NOW, THEREFORE BE IT ALSO ORDAINED, that the Mayor, City Clerk, or any of their designees are authorized to take all actions, including the revision and administrative forms and procedures to effectuate the intent of this Resolution.

The foregoing Resolution was seconded by Councilman DeSalvo and brought to a vote as follows:

Councilman Gary Knoblock	✓YEA/NAY
Councilman Doug Seal	YEA/NAY -ABSENT
Councilman Gene Hoffman	✓YEA/NAY
Councilman Jeffery Reed	✓YEA/NAY
Councilman Larry Smith	✓YEA/NAY
Councilman Buddy Zimmerman	✓YEA/NAY
Councilman Josh Desalvo	✓YEA/NAY

After being reduced by writing and having received a majority of affirmative votes, the Council President declared that the Resolution was carried and the Ordinance adopted as set forth above on this the 18th day of September 2018.

ATTESTATION

I, Lisa Tilley, Clerk of Council for the City of Bay Saint Louis, Mississippi, do hereby attest that the foregoing Ordinance No. **633-09-2018** was approved and adopted in the public meeting of the City Council held on 18th day of September 2018, a quorum being present, in the City Council Conference Chambers and said City Council being the duly elected, qualified, and acting governing body of Bay Saint Louis.

Given under my hand and the official seal of the City of Bay Saint Louis, on this, the 18th day of September, 2018.

Lisa Tilley, Clerk of Council

Approved/Disapproved, and signed by me on this, the 2 day of Oct., 2018.

Michael J. Favre, Mayor

CERTIFICATION

I, Sissy Gonzales, Municipal Clerk for the City of Bay Saint Louis, Mississippi, do hereby certify that the foregoing Ordinance No. **633-09-2018** was approved and adopted in the public meeting of the City Council held on 2nd 18th ~~Oct~~ Sept 8th16 day of _____, 2018, a quorum being present, in the City Council Conference Chambers and to be published according to Mississippi State Statute, said Council being the duly elected, qualified, and acting governing body of Bay Saint Louis.

Presented by me on this, the 2nd day of October, 2018.

Sissy Gonzales, Municipal Clerk

41165892.v1

PERSONNEL BUDGET FISCAL YEAR 2018-2019

9/18/2018

CITY COUNCIL	POSITION	RATE	HRS	Salary	PERS	FICA	BCBS / STD	Unemp/WC	TOTAL
	councilman			$ 15,735.46	$ 2,692.20	$ 1,203.76	$ 6,686.06		$ 26,317.48
	councilman			$ 16,800.00	$ 2,692.20	$ 1,285.20			$ 20,777.40
	councilman			$ 16,800.00	$ 2,692.20	$ 1,285.20	$ 6,686.06		$ 27,463.46
	councilman			$ 16,800.00	$ 2,692.20	$ 1,285.20	$ 6,686.06		$ 27,463.46
	councilman			$ 16,800.00	$ 2,692.20	$ 1,285.20	$ 6,686.06		$ 27,463.46
	councilman-president			$ 18,000.00	$ 2,884.50	$ 1,377.00	$ 6,686.06		$ 28,947.56
	councilman at large			$ 16,800.00	$ 2,692.20	$ 1,285.20	$ 6,686.06		$ 27,463.46
	Clerk of council	$17.37	80	$ 36,129.60	$ 5,789.77	$ 2,763.91	$ 6,686.06	$ 35.00	$ 51,404.35
	Deputy Clerk of council	$11.50	40	$ 11,960.00	$ 1,916.59	$ 914.94	$ 3,343.03	$ 35.00	$ 18,169.56
Overtime				$ 500.00	$ 80.13	$ 38.25			$ 618.38
Worker's Comp								951.00	$ 951.00
COUNCIL TOTAL				$ 166,325.06	$ 26,824.18	$ 12,723.87	$ 50,145.48	$ 1,021.00	$ 257,039.59
	$ 165,825.06							$ 70.00	

JUDICIAL	POSITION	RATE	HRS	Salary	PERS	FICA	BCBS /STD	Unemp/WC	TOTAL
	Clerk of court	$19.37	80	$ 40,289.60	$ 6,456.41	$ 3,082.15	$ 6,686.06	$ 35.00	$ 56,549.23
	Clerk	$12.70	80	$ 26,416.00	$ 4,233.16	$ 2,020.82	$ 6,686.06	$ 35.00	$ 39,391.05
	Clerk	$13.25	80	$ 27,560.00	$ 4,416.49	$ 2,108.34	$ 6,686.06	$ 35.00	$ 40,805.89
	Judge			$ 12,000.00	$ 1,923.00	$ 918.00	$ 6,686.06	$ 35.00	$ 21,562.06
Overtime				$ 500.00	$ 80.13	$ 38.25			$ 618.38
Worker's Comp								$ 461.00	$ 461.00
JUDICIAL TOTAL				$ 106,765.60	$ 17,109.19	$ 8,167.57	$ 26,744.26	$ 601.00	$ 159,387.61
	$ 106,265.60							$ 140.00	

ADMIN	POSITION	RATE	HRS	Salary	PERS	FICA	BCBS /STD	Unemp/WC	TOTAL
	Mayor			$ 80,376.00	$ 12,880.25	$ 6,148.76	$ 6,686.06		$ 106,091.08
	clerical (PERS RETIREE)	$14.75	32	$ 12,272.00	$ 1,966.59	$ 938.81		$ 35.00	$ 15,212.40
Worker's Comp									
ADMIN. TOTAL				$ 92,648.00	$ 14,846.84	$ 7,087.57	$ 6,686.06	$ 35.00	$ 121,303.48

FINANCE	POSITION	RATE	HRS	Salary	PERS	FICA	BCBS /STD	Unemp/WC	TOTAL
	City Clerk/Comptroller			$ 65,770.00	$ 10,539.64	$ 5,031.41	$ 6,686.06	$ 35.00	$ 88,062.11
	Dep Cty Clk-G/L, Purch, PR, Grants	$19.35	80	$ 40,248.00	$ 6,449.74	$ 3,078.97	$ 6,686.06	$ 35.00	$ 56,497.78
	Benefits/Insurance clerk	$19.00	80	$ 39,520.00	$ 6,333.08	$ 3,023.28	$ 6,686.06	$ 35.00	$ 55,597.42
	Clerk	$17.00	80	$ 35,360.00	$ 5,666.44	$ 2,705.04	$ 6,686.06	$ 35.00	$ 50,452.54
	Clerk	$11.00	40	$ 11,440.00	$ 1,833.26	$ 875.16	$ 3,343.03	$ 35.00	$ 17,526.45
Overtime				$ 1,000.00	$ 160.25	$ 76.50			$ 1,236.75
Worker's Comp								$ 2,328.00	$ 2,328.00
FINANCE TOTAL				$ 193,338.00	$ 30,982.41	$ 14,790.36	$ 30,087.29	$ 2,503.00	$ 271,701.06
				$ 285,986.00	$ 45,829.26	$ 21,877.93	$ 36,773.35	$ 2,538.00	$ 393,004.54

BUILDING	POSITION	RATE	HRS	Salary	PERS	FICA	BCBS /STD	Unemp/WC	TOTAL
	zoning administrator	$21.75	80	$ 45,240.00	$ 7,249.71	$ 3,460.86	$ 6,686.06	$ 35.00	$ 62,671.63
	inspector	$21.50	80	$ 44,720.00	$ 7,166.38	$ 3,421.08	$ 6,686.06	$ 35.00	$ 62,028.52
	inspector	$21.00	80	$ 43,680.00	$ 6,999.72	$ 3,341.52	$ 6,686.06	$ 35.00	$ 60,742.30
	Blight Prop/Enfor/Beaut	$17.25	80	$ 35,880.00	$ 5,749.77	$ 2,744.82	$ 6,686.06	$ 35.00	$ 51,095.65
	Clerk	$16.25	80	$ 33,800.00	$ 5,416.45	$ 2,585.70	$ 6,686.06	$ 35.00	$ 48,523.21
Overtime				$ 2,500.00	$ 400.63	$ 191.25			$ 3,091.88
Worker's Comp								$ 8,649.00	$ 8,649.00
BUILDING TOTAL				$ 205,820.00	$ 32,982.66	$ 15,745.23	$ 33,430.32	$ 8,824.00	$ 296,802.21
	$ 203,320.00							$ 175.00	

POLICE	POSITION	RATE	HRS	Salary	PERS	FICA	BCBS /STD	Unemp/WC	TOTAL
	Chief			$ 59,500.00	$ 9,534.88	$ 4,551.75		$ 35.00	$ 73,621.63
	Major-Asst Chief			$ 53,000.00	$ 8,493.25	$ 4,054.50	$ 6,686.06	$ 35.00	$ 72,268.81
	captain	$20.50	84	$ 44,772.00	$ 7,174.71	$ 3,425.06	$ 6,686.06	$ 35.00	$ 62,092.84
	lieutenant	$19.25	84	$ 42,042.00	$ 6,737.23	$ 3,216.21	$ 6,686.06	$ 35.00	$ 58,716.51
	lieutenant	$19.25	84	$ 42,042.00	$ 6,737.23	$ 3,216.21	$ 6,686.06	$ 35.00	$ 58,716.51
	sergeant admin	$17.35	84	$ 37,892.40	$ 6,072.26	$ 2,898.77	$ 6,686.06	$ 35.00	$ 53,584.49
	sergeant traffic	$17.35	87.69	$ 39,556.96	$ 6,339.00	$ 3,026.11	$ 6,686.06	$ 35.00	$ 55,643.13
	sergeant	$17.35	87.69	$ 39,556.96	$ 6,339.00	$ 3,026.11	$ 6,686.06	$ 35.00	$ 55,643.13
	sergeant	$17.35	87.69	$ 39,556.96	$ 6,339.00	$ 3,026.11	$ 6,686.06	$ 35.00	$ 55,643.13
	sergeant	$17.35	87.69	$ 39,556.96	$ 6,339.00	$ 3,026.11	$ 6,686.06	$ 35.00	$ 55,643.13
	sergeant	$17.35	87.69	$ 39,556.96	$ 6,339.00	$ 3,026.11	$ 6,686.06	$ 35.00	$ 55,643.13
	sergeant/det	$17.35	84	$ 37,892.40	$ 6,072.26	$ 2,898.77	$ 6,686.06	$ 35.00	$ 53,584.49
	DETECTIVE	$16.00	84	$ 34,944.00	$ 5,599.78	$ 2,673.22	$ 6,686.06	$ 35.00	$ 49,938.06

PERSONNEL ORDINANCE FISCAL YEAR 2018-2019

9/18/2018

CITY COUNCIL	POSITION	RATE	HRS	Salary	PERS	FICA	BCBS / STD	Unemp/WC	TOTAL		
	councilman			$ 15,735.46	$ 2,692.20	$ 1,203.76	$ 6,686.06		$ 26,317.48	$ -	$ -
	councilman			$ 16,800.00	$ 2,692.20	$ 1,285.20			$ 20,777.40	$ -	$ -
	councilman			$ 16,800.00	$ 2,692.20	$ 1,285.20	$ 6,686.06		$ 27,463.46	$ -	$ -
	councilman			$ 16,800.00	$ 2,692.20	$ 1,285.20	$ 6,686.06		$ 27,463.46	$ -	$ -
	councilman			$ 16,800.00	$ 2,692.20	$ 1,285.20	$ 6,686.06		$ 27,463.46	$ -	$ -
	councilman-president			$ 18,000.00	$ 2,884.50	$ 1,377.00	$ 6,686.06		$ 28,947.56	$ -	$ -
	councilman at large			$ 16,800.00	$ 2,692.20	$ 1,285.20	$ 6,686.06		$ 27,463.46	$ -	$ -
Tilley	Clerk of council	$17.37	80	$ 36,129.60	$ 5,789.77	$ 2,763.91	$ 6,686.06	$ 35.00	$ 51,404.35	$ -	$ -
Thompson	Dep Clerk of council	$11.50	40	$ 11,960.00	$ 1,916.59	$ 914.94	$ 3,343.03	$ 35.00	$ 18,169.56	$ -	$ -
Overtime				$ 500.00	$ 80.13	$ 38.25			$ 618.38	$ -	$ -
Worker's Comp								951.00	$ 951.00	$ -	$ -
COUNCIL TOTAL				$ 166,325.06	$ 26,824.18	$ 12,723.87	$ 50,145.48	$ 1,021.00	$ 257,039.59	$ -	

JUDICIAL	POSITION	RATE	HRS	Salary	PERS	FICA	BCBS /STD	Unemp/WC	TOTAL		
Sheppard	clerk of court	$19.37	80	$ 40,289.60	$ 6,456.41	$ 3,082.15	$ 6,686.06	$ 35.00	$ 56,549.23	$ -	$ -
Kilnerman	Clerk	$12.70	80	$ 26,416.00	$ 4,233.16	$ 2,020.82	$ 6,686.06	$ 35.00	$ 39,391.05	$ -	$ -
Smith	Clerk	$13.25	80	$ 27,560.00	$ 4,416.49	$ 2,108.34	$ 6,686.06	$ 35.00	$ 40,805.89	$ -	$ -
Maggio	Judge (effective October 1st, 2017)			$ 12,000.00	$ 1,923.00	$ 918.00	$ 6,686.06	$ 35.00	$ 21,562.06	$ -	$ -
Overtime				$ 500.00	$ 80.13	$ 38.25			$ 618.38	$ -	$ -
Worker's Comp								461.00	$ 461.00	$ -	$ -
JUDICIAL TOTAL				$ 106,765.60	$ 17,109.19	$ 8,167.57	$ 26,744.26	$ 601.00	$ 159,387.61	$ -	

ADMIN	POSITION	RATE	HRS	Salary	PERS	FICA	BCBS /STD	Unemp/WC	TOTAL		
Favre	Mayor			$ 80,376.00	$ 12,880.25	$ 6,148.76	$ 6,686.06		$ 106,091.08	$ -	$ -
Averhart	clerical (PERS RETIREE)	$14.75	32	$ 12,272.00	$ 1,966.59	$ 938.81		$ 35.00	$ 15,212.40	$ -	$ -
Worker's Comp									$ -	$ -	$ -
ADMIN. TOTAL				$ 92,648.00	$ 14,846.84	$ 7,087.57	$ 6,686.06	$ 35.00	$ 121,303.48	$ -	

FINANCE	POSITION	RATE	HRS	Salary	PERS	FICA	BCBS /STD	Unemp/WC	TOTAL		
Gonzales	City Clerk/Comptroller			$ 65,770.00	$ 10,539.64	$ 5,031.41	$ 6,686.06	$ 35.00	$ 88,062.11	$ -	$ -
Feuerstein	Dep Cty Clk-G/L, Purch, PR, Grants	$19.35	80	$ 40,248.00	$ 6,449.74	$ 3,078.97	$ 6,686.06	$ 35.00	$ 56,497.78	$ -	$ -
Favre	Benefits/Insurance clerk	$19.00	80	$ 39,520.00	$ 6,333.08	$ 3,023.28	$ 6,686.06	$ 35.00	$ 55,597.42	$ -	$ -
Garcia	Clerk	$17.00	80	$ 35,360.00	$ 5,666.44	$ 2,705.04	$ 6,686.06	$ 35.00	$ 50,452.54	$ -	$ -
	Clark	$11.00	40	$ 11,440.00	$ 1,833.26	$ 875.16	$ 3,343.03	$ 35.00	$ 17,526.45	$ -	$ -
Overtime				$ 1,000.00	$ 160.25	$ 76.50			$ 1,236.75	$ -	$ -
				$ -				$ 2,328.00	$ 2,328.00	$ -	$ -
FINANCE TOTAL				$ 193,338.00	$ 30,982.41	$ 14,790.36	$ 30,087.29	$ 2,503.00	$ 271,701.06	$ -	
				$ 285,986.00	$ 45,829.26	$ 21,877.93	$ 36,773.35	$ 2,538.00	$ 393,004.54	$ -	

BUILDING	POSITION	RATE	HRS	Salary	PERS	FICA	BCBS /STD	Unemp/WC	TOTAL		
Black	zoning administrator	$21.75	80	$ 45,240.00	$ 7,249.71	$ 3,460.86	$ 6,686.06	$ 35.00	$ 62,671.63	$ -	$ -
McConnell	inspector	$21.50	80	$ 44,720.00	$ 7,166.38	$ 3,421.08	$ 6,686.06	$ 35.00	$ 62,028.52	$ -	$ -
Ladner	inspector	$21.00	80	$ 43,680.00	$ 6,999.72	$ 3,341.52	$ 6,686.06	$ 35.00	$ 60,742.30	$ -	$ -
Siebenkittel	Blight Prop/Enfor/Beaut	$17.25	80	$ 35,880.00	$ 5,749.77	$ 2,744.82	$ 6,686.06	$ 35.00	$ 51,095.65	$ -	$ -
Bremer	Clerk	$16.25	80	$ 33,800.00	$ 5,416.45	$ 2,585.70	$ 6,686.06	$ 35.00	$ 48,523.21	$ -	$ -
Overtime				$ 2,500.00	$ 400.63	$ 191.25			$ 3,091.88	$ -	$ -
Worker's Comp								8,649.00	$ 8,649.00	$ -	$ -
BUILDING TOTAL				$ 205,820.00	$ 32,982.66	$ 15,745.23	$ 33,430.32	$ 8,824.00	$ 296,802.21	$ -	

POLICE	POSITION	RATE	HRS	Salary	PERS	FICA	BCBS /STD	Unemp/WC	TOTAL		
Pontheux	Chief			$ 59,500.00	$ 9,534.88	$ 4,551.75		$ 35.00	$ 73,621.63	$ -	$ -
Kingston	Major-Asst Chief			$ 53,000.00	$ 8,493.25	$ 4,054.50	$ 6,686.06	$ 35.00	$ 72,268.81	$ -	$ -
Buckley	captain	$19.25	84	$ 42,042.00	$ 6,737.23	$ 3,216.21	$ 6,686.06	$ 35.00	$ 58,716.51	$ 3,376.33	$1.25
Phillips	lieutenant	$19.25	84	$ 42,042.00	$ 6,737.23	$ 3,216.21	$ 6,686.06	$ 35.00	$ 58,716.51	$ -	$ -
Gray	lieutenant	$19.25	84	$ 42,042.00	$ 6,737.23	$ 3,216.21	$ 6,686.06	$ 35.00	$ 58,716.51	$ -	$ -
	sergeant admin	$17.35	84	$ 37,892.40	$ 6,072.26	$ 2,898.77	$ 6,686.06	$ 35.00	$ 53,584.49	$ -	$ -
	sergeant traffic	$17.35	87.69	$ 39,556.96	$ 6,339.00	$ 3,026.11	$ 6,686.06	$ 35.00	$ 55,643.13	$ -	$ -
	sergeant	$17.35	87.69	$ 39,556.96	$ 6,339.00	$ 3,026.11	$ 6,686.06	$ 35.00	$ 55,643.13	$ -	$ -
Cousins	sergeant	$17.35	87.69	$ 39,556.96	$ 6,339.00	$ 3,026.11	$ 6,686.06	$ 35.00	$ 55,643.13	$ -	$ -
Wilder	sergeant	$17.35	87.69	$ 39,556.96	$ 6,339.00	$ 3,026.11	$ 6,686.06	$ 35.00	$ 55,643.13	$ -	$ -
Murphy	sergeant	$17.35	87.69	$ 39,556.96	$ 6,339.00	$ 3,026.11	$ 6,686.06	$ 35.00	$ 55,643.13	$ -	$ -
Jewell	sergeant/det	$17.35	84	$ 37,892.40	$ 6,072.26	$ 2,898.77	$ 6,686.06	$ 35.00	$ 53,584.49	$ -	$ -
	DETECTIVE	$16.00	84	$ 34,944.00	$ 5,599.78	$ 2,673.22	$ 6,686.06	$ 35.00	$ 49,938.06	$ -	$ -

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4.00	tractors	$14.25	80	$ 29,640.00	$ 4,749.81	$ 2,267.46	$ 6,686.06	$ 35.00	$ 43,378.33
5.00	tractors	$14.25	80	$ 29,640.00	$ 4,749.81	$ 2,267.46	$ 6,686.06	$ 35.00	$ 43,378.33
6.00	tractors	$14.00	80	$ 29,120.00	$ 4,666.48	$ 2,227.68	$ 6,686.06	$ 35.00	$ 42,735.22
7.00	tractors	$14.00	80	$ 29,120.00	$ 4,666.48	$ 2,227.68	$ 6,686.06	$ 35.00	$ 42,735.22
1.00	ROW	$11.00	80	$ 22,880.00	$ 3,666.52	$ 1,750.32	$ 6,686.06	$ 35.00	$ 35,017.90
2.00	ROW	$11.00	80	$ 22,880.00	$ 3,666.52	$ 1,750.32	$ 6,686.06	$ 35.00	$ 35,017.90
3.00	ROW	$10.75	80	$ 22,360.00	$ 3,583.19	$ 1,710.54	$ 6,686.06	$ 35.00	$ 34,374.79
4.00	ROW	$10.75	80	$ 22,360.00	$ 3,583.19	$ 1,710.54	$ 6,686.06	$ 35.00	$ 34,374.79
5.00	ROW	$10.50	80	$ 21,840.00	$ 3,499.86	$ 1,670.76	$ 6,686.06	$ 35.00	$ 33,731.68
6.00	ROW	$10.50	80	$ 21,840.00	$ 3,499.86	$ 1,670.76		$ 35.00	$ 27,045.62
1.00	DRAINAGE	$15.50	80	$ 32,240.00	$ 5,166.46	$ 2,466.36	$ 6,686.06	$ 35.00	$ 46,593.88
2.00	DRAINAGE	$14.25	80	$ 29,640.00	$ 4,749.81	$ 2,267.46	$ 6,686.06	$ 35.00	$ 43,378.33
1.00	ZERO TURNS	$13.00	80	$ 27,040.00	$ 4,333.16	$ 2,068.56	$ 6,686.06	$ 35.00	$ 40,162.78
2.00	ZERO TURNS	$12.00	80	$ 24,960.00	$ 3,999.84	$ 1,909.44	$ 6,686.06	$ 35.00	$ 37,590.34
Overtime				$ 10,000.00	$ 1,602.50	$ 765.00			$ 12,367.50
Worker's Comp								$ 40,828.00	$ 40,828.00
PUBLIC WORKS TOTAL				$ 778,227.20	$ 124,118.43	$ 59,534.38	$ 167,151.60	$ 41,773.00	$ 1,170,804.61
$ 768,227.20								$ 987.98	
			27						
GENERAL FUND-Budget			TOTAL	$ 3,670,658.56	$ 587,801.15	$ 280,805.38	$ 641,862.14	$ 157,387.00	$ 5,338,514.23

duvernay	tractors	$13.81	80	$ 28,724.80	$ 4,603.15	$ 2,197.45	$ 6,686.06	$ 35.00	$ 42,246.46	$ 1,131.87	$0.44
Plazza	tractors	$13.81	80	$ 28,724.80	$ 4,603.15	$ 2,197.45	$ 6,686.06	$ 35.00	$ 42,246.46	$ 1,131.87	$0.44
Nguyen	tractors	$13.25	80	$ 27,560.00	$ 4,416.49	$ 2,108.34	$ 6,686.06	$ 35.00	$ 40,805.89	$ 1,929.33	$0.75
crowell	tractors	$13.25	80	$ 27,560.00	$ 4,416.49	$ 2,108.34	$ 6,686.06	$ 35.00	$ 40,805.89	$ 1,929.33	$0.75
taylor	ROW	$11.00	80	$ 22,880.00	$ 3,666.52	$ 1,750.32	$ 6,686.06	$ 35.00	$ 35,017.90	$ -	$ -
darty	ROW	$10.00	80	$ 20,800.00	$ 3,333.20	$ 1,591.20	$ 6,686.06	$ 35.00	$ 32,445.46	$ 2,572.44	$1.00
thomas	ROW	$10.00	80	$ 20,800.00	$ 3,333.20	$ 1,591.20	$ 6,686.06	$ 35.00	$ 32,445.46	$ 1,929.33	$0.75
	ROW	$10.75	80	$ 22,360.00	$ 3,583.19	$ 1,710.54	$ 6,686.06	$ 35.00	$ 34,374.79	$ -	$ -
	ROW	$10.50	80	$ 21,840.00	$ 3,499.86	$ 1,670.76	$ 6,686.06	$ 35.00	$ 33,731.68	$ -	$ -
	ROW	$10.50	80	$ 21,840.00	$ 3,499.86	$ 1,670.76		$ 35.00	$ 27,045.62	$ -	$ -
swanier	DRAINAGE	$15.50	80	$ 32,240.00	$ 5,166.46	$ 2,466.36	$ 6,686.06	$ 35.00	$ 46,593.88	$ -	$ -
storey c	DRAINAGE	$14.00	80	$ 29,120.00	$ 4,666.48	$ 2,227.68	$ 6,686.06	$ 35.00	$ 42,735.22	$ 643.11	$0.25
meek	ZERO TURNS	$12.50	80	$ 26,000.00	$ 4,166.50	$ 1,989.00	$ 6,686.06	$ 35.00	$ 38,876.56	$ 1,286.22	$0.50
lacy	ZERO TURNS	$11.00	80	$ 22,880.00	$ 3,666.52	$ 1,750.32	$ 6,686.06	$ 35.00	$ 35,017.90	$ 2,572.44	$1.00
Overtime				$ 10,000.00	$ 1,602.50	$ 765.00			$ 12,367.50	$ -	$ -
Worker's Comp					$ -			$ 40,828.00	$ 40,828.00	$ -	$ -
PUBLIC WORKS TOTAL				$ 760,380.80	$ 121,258.55	$ 58,169.13	$ 167,151.60	$ 41,773.00	$ 1,148,733.08	$22,071.54	
			29								
GENERAL FUND-Budget			TOTAL	$ 3,632,902.82	$ 581,750.79	$ 277,917.07	$ 641,862.14	$ 157,387.00	$ 5,291,819.81	$46,694.41	

UTILITIES ADMIN	POSITION	RATE	HRS	Salary	PERS	FICA	BCBS /STD	Unemp/WC	TOTAL
	Utilities Supervisor	$20.47	80	$ 42,577.60	$ 6,823.06	$ 3,257.19	$ 6,686.06	$ 35.00	$ 59,378.91
	Clerk	$17.20	80	$ 35,776.00	$ 5,733.10	$ 2,736.86	$ 6,686.06	$ 35.00	$ 50,967.03
	Clerk	$11.50	40	$ 11,960.00	$ 1,916.59	$ 914.94	$ 3,343.03	$ 35.00	$ 18,169.56
Overtime				$ 500.00	$ 80.13	$ 38.25	$ -		$ 618.38
Worker's Comp				$ -	$ -	$ -	$ -	$ 418.00	$ 418.00
UT. ADMIN. TOTAL				$ 90,813.60	$ 14,552.88	$ 6,947.24	$ 16,715.16	$ 523.00	$ 129,551.88
$ 90,313.60								$ 105.00	

UTILITIES ADN	POSITION	RATE	HRS	Salary	PERS	FICA	BCBS /STD	Unemp/WC	TOTAL		
tice	Utilities Supervisor	$20.47	80	$ 42,577.60	$ 6,823.06	$ 3,257.19	$ 6,686.06	$ 35.00	$ 59,378.91	$ -	$ -
stewart	Clerk	$17.20	80	$ 35,776.00	$ 5,733.10	$ 2,736.86	$ 6,686.06	$ 35.00	$ 50,967.03	$ -	$ -
	Clerk	$11.50	40	$ 11,960.00	$ 1,916.59	$ 914.94	$ 3,343.03	$ 35.00	$ 18,169.56	$ -	$ -
Overtime				$ 500.00	$ 80.13	$ 38.25	$ -		$ 618.38	$ -	$ -
Worker's Comp				$ -	$ -	$ -	$ -	$ 418.00	$ 418.00	$ -	$ -
UT. ADMIN. TOTAL				$ 90,813.60	$ 14,552.88	$ 6,947.24	$ 16,715.16	$ 523.00	$ 129,551.88	$ -	

UTILITIES OPERATIONS	POSITION	RATE	HRS	Salary	PERS	FICA	BCBS /STD	Unemp/WC	TOTAL
	utilities director			$ 58,000.00	$ 9,294.50	$ 4,437.00	$ 6,686.06	$ 35.00	$ 78,452.56
	meter reading & repairs	$15.83	80	$ 32,926.40	$ 5,276.46	$ 2,518.87	$ 6,686.06	$ 35.00	$ 47,442.79
	water oper/bldg maint	$17.87	80	$ 37,169.60	$ 5,956.43	$ 2,843.47	$ 6,686.06	$ 35.00	$ 52,690.57
	lift station tech	$16.50	80	$ 34,320.00	$ 5,499.78	$ 2,625.48	$ 6,686.06	$ 35.00	$ 49,166.32
	utility tech/oper backhoe	$21.75	80	$ 45,240.00	$ 7,249.71	$ 3,460.86	$ 6,686.06	$ 35.00	$ 62,671.63
	Utility tech	$14.22	80	$ 29,577.60	$ 4,739.81	$ 2,262.69	$ 6,686.06	$ 35.00	$ 43,301.16
	Gas Locator	$17.51	80	$ 36,420.80	$ 5,836.43	$ 2,786.19	$ 6,686.06	$ 35.00	$ 51,764.49
	Operator	$15.00	80	$ 31,200.00	$ 4,999.80	$ 2,386.80	$ 6,686.06	$ 35.00	$ 45,307.66
	Helper	$10.50	80	$ 21,840.00	$ 3,499.86	$ 1,670.76	$ 6,686.06	$ 35.00	$ 33,731.68
	Helper	$10.50	80	$ 21,840.00	$ 3,499.86	$ 1,670.76		$ 35.00	$ 27,045.62
	grapple truck	$14.50	80	$ 30,160.00	$ 4,833.14	$ 2,307.24	$ 6,686.06	$ 35.00	$ 44,021.44
Overtime				$ 16,000.00	$ 2,564.00	$ 1,224.00	$ -	$ -	$ 19,788.00
							$ -	$ 12,792.00	$ 12,792.00
UT. OPERATIONS TOTAL				$ 394,694.40	$ 63,249.78	$ 30,194.12	$ 66,860.64	$ 13,177.00	$ 568,175.94
$ 378,694.40								$ 385.00	
UTILITY FUND			TOTAL	$ 485,508.00	$ 77,802.66	$ 37,141.36	$ 83,575.80	$ 13,700.00	$ 697,727.82

UTILITIES OPERATIONS	POSITION	RATE	HRS	Salary	PERS	FICA	BCBS /STD	Unemp/WC	TOTAL		
Ortiz	utilities director			$ 58,000.00	$ 9,294.50	$ 4,437.00	$ 6,686.06	$ 35.00	$ 78,452.56	$ -	$ -
Kelley	meter reading & repairs	$15.83	80	$ 32,926.40	$ 5,276.46	$ 2,518.87	$ 6,686.06	$ 35.00	$ 47,442.79	$ -	$ -
Thoms	water oper/bldg maint	$17.37	80	$ 36,129.60	$ 5,789.77	$ 2,763.91	$ 6,686.06	$ 35.00	$ 51,404.35	$ 1,286.22	$0.50
Conway	lift station tech	$16.00	80	$ 33,280.00	$ 5,333.12	$ 2,545.92	$ 6,686.06	$ 35.00	$ 47,880.10	$ 1,286.22	$0.50
Saucier	utility tech/oper backhoe	$21.25	80	$ 44,200.00	$ 7,083.05	$ 3,381.30	$ 6,686.06	$ 35.00	$ 61,385.41	$ 1,286.22	$0.50
McPhearson	Utilty tech	$13.72	80	$ 28,537.60	$ 4,573.15	$ 2,183.13	$ 6,686.06	$ 35.00	$ 42,014.94	$ 1,286.22	$0.50
Summers	Gas Locator	$17.51	80	$ 36,420.80	$ 5,836.43	$ 2,786.19	$ 6,686.06	$ 35.00	$ 51,764.49	$ -	$ -
boehnel	Operator	$13.50	80	$ 28,080.00	$ 4,499.82	$ 2,148.12	$ 6,686.06	$ 35.00	$ 41,449.00	$ 3,858.66	$1.50
	Helper	$10.50	80	$ 21,840.00	$ 3,499.86	$ 1,670.76	$ 6,686.06	$ 35.00	$ 33,731.68	$ -	$ -
d. ladner	Helper	$10.50	80	$ 21,840.00	$ 3,499.86	$ 1,670.76		$ 35.00	$ 27,045.62	$ -	$ -
matheny	grapple truck	$14.00	80	$ 29,120.00	$ 4,666.48	$ 2,227.68	$ 6,686.06	$ 35.00	$ 42,735.22	$ 1,286.22	$0.50
Overtime				$ 16,000.00	$ 2,564.00	$ 1,224.00	$ -	$ -	$ 19,788.00	$ -	$ -
					$ -	$ -	$ -	$ 12,792.00	$ 12,792.00	$ -	$ -
UT. OPERATIONS TOTAL				$ 386,374.40	$ 61,916.50	$ 29,557.64	$ 66,860.64	$ 13,177.00	$ 557,886.18	$10,289.76	
UTILITY FUND			TOTAL	$ 477,188.00	$ 76,469.38	$ 36,504.88	$ 83,575.80	$ 13,700.00	$ 687,438.06	$10,289.76	

HARBOR	POSITION	RATE	HRS	Salary	PERS	FICA	BCBS /STD	Unemp/WC	TOTAL
	harbormaster			$ 46,810.00	$ 7,501.30	$ 3,580.97	$ 6,686.06	$ 35.00	$ 64,613.33
	deputy harbormaster			$ 40,000.00	$ 6,410.00	$ 3,060.00	$ 6,686.06	$ 35.00	$ 56,191.06
	property custodian (P/T now)	$13.45	80	$ 27,976.00	$ 4,483.15	$ 2,140.16	$ -	$ 35.00	$ 34,634.32
	Harbor security	$14.43	80	$ 30,014.40	$ 4,809.81	$ 2,296.10	$ 6,686.06	$ 35.00	$ 43,841.37
	full time security	$12.87	80	$ 26,769.60	$ 4,289.83	$ 2,047.87	$ 6,686.06	$ 35.00	$ 39,828.37
	Clerk	$11.00	40	$ 11,440.00	$ 1,833.26	$ 875.16	$ 3,343.03	$ 35.00	$ 17,526.45
	May-oct 30 hrs week (temp)	$10.50	30	$ 8,190.00	$ 1,312.45	$ 626.54	$ -	$ 35.00	$ 10,163.98
Overtime				$ 3,500.00	$ 560.88	$ 267.75		$ 4,328.63	
								$ 14,270.00	$ 14,270.00
HARBOR TOTAL			TOTAL	$194,700.00	$31,200.68	$14,894.55	$30,087.29	$14,515.00	$285,397.51
$ 191,200.00								$ 245.00	
HARBOR FUND			TOTAL	$194,700.00	$31,200.68	$14,894.55	$30,087.29	$14,515.00	$285,397.51

HARBOR	POSITION	RATE	HRS	Salary	PERS	FICA	BCBS /STD	Unemp/WC	TOTAL		
Fortin	harbormaster			$ 46,810.00	$ 7,501.30	$ 3,580.97	$ 6,686.06	$ 35.00	$ 64,613.33	$ -	$ -
Caughlin	deputy harbormaster			$ 40,000.00	$ 6,410.00	$ 3,060.00	$ 6,686.06	$ 35.00	$ 56,191.06	$ -	$ -
Forstall	property custodian (P/T now)	$13.45	80	$ 27,976.00	$ 4,483.15	$ 2,140.16	$ -	$ 35.00	$ 34,634.32	$ -	$ -
Mossey	Harbor security	$14.43	80	$ 30,014.40	$ 4,809.81	$ 2,296.10	$ 6,686.06	$ 35.00	$ 43,841.37	$ -	$ -
White	full time security	$12.87	80	$ 26,769.60	$ 4,289.83	$ 2,047.87	$ 6,686.06	$ 35.00	$ 39,828.37	$ -	$ -
	Clerk	$11.00	40	$ 11,440.00	$ 1,833.26	$ 875.16	$ 3,343.03	$ 35.00	$ 17,526.45	$ -	$ -
Singleton	May-oct 30 hrs week (temp)	$10.00	30	$ 7,800.00	$ 1,249.95	$ 596.70	$ -	$ 35.00	$ 9,681.65	$ 482.33	$0.50
Overtime				$ 3,500.00	$ 560.88	$ 267.75			$ 4,328.63	$ -	$ -
					$ -	$ -		$ 14,270.00	$ 14,270.00	$ -	$ -
HARBOR TOTAL			TOTAL	$194,310.00	$31,138.18	$14,864.72	$30,087.29	$14,515.00	$284,915.18	$ 482.33	
HARBOR FUND			TOTAL	$194,310.00	$31,138.18	$14,864.72	$30,087.29	$14,515.00	$284,915.18	$ 482.33	

			$ 4,350,866.56	$ 696,804.48	$ 332,841.29	$ 755,525.22	$ 185,602.00	$ 6,321,639.56
						124		
Proposed Budget		General Fund	$ 5,338,514.23					
Proposed Budget		Utility Fund	$ 697,727.82					
Proposed Budget		Harbor Fund	285,397.51					

			$ 4,304,400.82	$ 689,358.35	$ 329,286.66	$ 755,525.22	$ 185,602.00	$ 6,264,173.05
Revised Budget		General Fund	$ 5,291,819.81					$57,466.51
Revised Budget		Utility Fund	$ 687,438.06					
Revised Budget		Harbor Fund	$ 284,915.18					

TOTAL	$ 6,321,639.56 CHECK TOTALS TO SUMMARY VERSION	TOTAL	$ 6,264,173.05

00_Council Report_Only MBurch

City of Bay St Louis (48853)

From: 09/14/2018 Through: 09/14/2018

Fund - Code - Current: 1

Department - Name - Current: Administration

Fund	Dept	Dept Name	Emp#	Last, First	Rate	Gross	Dental	Life	Health	PERS	Medi	SS	Tota
1	120	Administration	1182	Burch, Mary	17.35	1,383.66	13.91	4.40	238.10	217.93	17.22	73.65	1,948.8

Attachment: Payroll batch report 09142018 b (1029 : Payroll for Individual)

Exhibit "D"
September 18, 2018

Group Total Records: 1

Attachment: Payroll batch report 09142018 b (1029 : Payroll for Individual)

	1,383.66	13.91	4.40	238.10	217.93	17.22	73.65	1,948.8

Report Total Records: 1

Attachment: Payroll batch report 09142018 b (1029 : Payroll for Individual)

Copy - original @ City Hall

CITY OF BAY ST. LOUIS
STATE OF MISSISSIPPI

There came on for consideration at a duly constituted meeting of the Mayor and City Council of the City of Bay St. Louis, Mississippi, held on the 18th day of September, 2018, the following Ordinance:

ORDINANCE NO. 634-09-2018

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BAY ST. LOUIS ADOPTING SALARY SCHEDULE, ESTABLISHING SALARY COMPENSATION (FOR ONE EMPLOYEE ONLY) FOR OFFICERS, EMPLOYEES, AND OPEN POSITIONS OF THE CITY OF BAY ST. LOUIS

Thereupon Councilman Smith offered and moved the adoption of the following resolution:

RESOLUTION BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BAY ST. LOUIS, MISSISSIPPI TO AMEND CITY ORDINANCE NO. 632-08-2018 (FOR ONE EMPLOYEE ONLY) AND TO ADOPT A SALARY SCHEDULE AND TO ESTABLISH SALARY COMPENSATION FOR OFFICERS, EMPLOYEES, AND OPEN POSITIONS OF THE CITY OF BAY ST. LOUIS

WHEREAS, Miss. Code Annotated § 21-8-21(2) provides that every officer or employee of the municipality shall receive such a salary of compensation as the Council shall by ordinance provide ("Payroll Ordinance"); and

WHEREAS, Miss. Code Annotated § 21-8-21(2) also provides that the salary compensation of all employees of such municipality shall be fixed by the Council from time to time, as occasion may demand; and

THEREFORE, BE IT ORDAINED by the Mayor and the City Council of the City of Bay St. Louis that the attached one (1) page amended salary ordinance, attached hereto as Exhibit A, with total **estimated** salaries and employee benefits of **$51,996.01** is hereby adopted establishing the compensation rate for every officer, employee and open position of the City; and

NOW, THEREFORE BE IT ALSO ORDAINED, by the City Council that the Mayor of the City of Bay St. Louis is hereby authorized to fill any open position as may exist from **September 24, 2018 through September 30, 2019**, with a compensation rate not to exceed that specified amount for that particular position as reflected in the above referenced salary ordinance; and

NOW, THEREFORE BE IT ALSO ORDAINED, that any and all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Exhibit "E"
September 18, 2018

NOW, THEREFORE BE IT ALSO ORDAINED, that the Ordinance shall be in full force and effect thirty (30) days after the date of passage, except where it should pass unanimously in which case, for the safety and benefit of the City, it shall go into effect immediately.

NOW, THEREFORE BE IT ALSO ORDAINED, that the City Clerk, pursuant to Miss. Code 21-13-11, provide notice of the adoption of the Ordinance in the *Sea Coast Echo* for one (1) time.

NOW, THEREFORE BE IT ALSO ORDAINED, that the Mayor, City Clerk, or any of their designees are authorized to take all actions, including the revision and administrative forms and procedures to effectuate the intent of this Resolution.

The foregoing Resolution was seconded by Councilman DeSalvo and brought to a vote as follows:

Councilman Gary Knoblock	✓YEA/NAY
Councilman Doug Seal	YEA/NAY – ABSENT
Councilman Gene Hoffman	✓YEA/NAY
Councilman Jeffery Reed	✓YEA/NAY
Councilman Larry Smith	✓YEA/NAY
Councilman Buddy Zimmerman	YEA/NAY–ABSENT
Councilman Josh Desalvo	✓YEA/NAY

After being reduced by writing and having received a majority of affirmative votes, the Council President declared that the Resolution was carried and the Ordinance adopted as set forth above on this the 18Th day of September 2018.

ATTESTATION

I, Lisa Tilley, Clerk of Council for the City of Bay Saint Louis, Mississippi, do hereby attest that the foregoing Ordinance No. **634-09-2018** ~~was approved~~ and adopted in the public meeting of the City Council held on 18Th day of September 2018, a quorum being present, in the City Council Conference Chambers and said City Council being the duly elected, qualified, and acting governing body of Bay Saint Louis.

Given under my hand and the official seal of the City of Bay Saint Louis, on this, the 18Th day of September, 2018.

Lisa Tilley, Clerk of Council

Approved/Disapproved, and signed by me on this, the 2 day of Oct., 2018.

Michael J. Favre, Mayor

CERTIFICATION

I, Sissy Gonzales, Municipal Clerk for the City of Bay Saint Louis, Mississippi, do hereby certify that the foregoing Ordinance No. **634-09-2018** was approved and adopted in the public meeting of the City Council held on 18th day of Sept, 2018, a quorum being present, in the City Council Conference Chambers and to be published according to Mississippi State Statute, said Council being the duly elected, qualified, and acting governing body of Bay Saint Louis.

Presented by me on this, the 2nd day of October, 2018.

Sissy Gonzales, Municipal Clerk

41165892.v1

PERSONNEL BUDGET FISCAL YEAR 2018-2019 9/18/2018

ADMIN	POSITION	RATE	HRS	Salary	PERS	FICA	BCBS /STD	Unemp/WC	TOTAL
	mayor's secretary	$17.60	80	$ 36,608.00	$ 5,866.43	$ 2,800.51	$ 6,686.06	$ 35.00	$ 51,996.01
ADMIN. TOTAL				$ 36,608.00	$ 5,866.43	$ 2,800.51	$ 6,686.06	$ 35.00	$ 51,996.01
GENERAL FUND-Budget			TOTAL	$ 36,608.00	$ 5,866.43	$ 2,800.51	$ 6,686.06	$ 35.00	$ 51,996.01
					General Fund		$ 51,996.01		

PERSONNEL ORDINANCE FISCAL YEAR 2018-2019 9/18/2018

ADMIN	POSITION	RATE	HRS	Salary	PERS	FICA	BCBS /STD	Unemp/WC	TOTAL		
Burch	mayor's secretary	$17.60	80	$ 36,608.00	$ 5,866.43	$2,800.51	$ 6,686.06	$ 35.00	$ 51,996.00	$	0.00	$ -
										$	-	$ -
ADMIN. TOTAL				$ 36,608.00	$ 5,866.43	$2,800.51	$ 6,686.06	$ 35.00	$ 51,996.00	$	0.00	$ -
GENER GENERAL FUND-Budget			TOTAL	$ 36,608.00	$ 5,866.43	$2,800.51	$ 6,686.06	$ 35.00	$ 51,996.00	$	0.00	$ -
					General Fund		$51,996.00					

	CITY OF BAY ST. LOUIS_COUNCIL DOCKET_09/18/2018_18-033					
						PAGE 1
CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
11905	AT&T	8/31/2018	HARBOR UVERSE	MUNICIPAL HARBOR FUND	ADMINISTRATION	$ 116.76
					TOTAL:	$ 116.76
11889	BANCORPSOUTH EQUIPMENT FINANCE	9/4/2018	PAY#13_KUBOTA W/KING	DEBT SERVICE FUND	DEBT SERVICE	$ 1,343.98
					TOTAL:	$ 1,343.98
11886	BAY ICE COMPANY	8/31/2018	HARBOR_ICE	MUNICIPAL HARBOR FUND	ADMINISTRATION	$ 30.80
					TOTAL:	$ 30.80
11836	BAY ST LOUIS UTILITIES	8/30/2018	08-0110-00 COMMAGERE BOOKT	GENERAL FUND	STREETS & PUBLIC WORKS	$ 34.50
11835		8/30/2018	07-4260-00 POLICE DEPT.	GENERAL FUND	STREETS & PUBLIC WORKS	$ 1,458.43
11833		8/30/2018	06-4885-00 MLK PARK	GENERAL FUND	STREETS & PUBLIC WORKS	$ 39.70
11837		8/30/2018	08-0710-00 CITY YARD	GENERAL FUND	STREETS & PUBLIC WORKS	$ 10.00
11839		8/30/2018	08-0832-00 B&G CLUB BACK B	GENERAL FUND	STREETS & PUBLIC WORKS	$ 10.00
11841		8/30/2018	09-0630-01 PARKING GARAGE	GENERAL FUND	STREETS & PUBLIC WORKS	$ 50.07
11838		8/30/2018	04-2585-00 FIRE STATION #1	GENERAL FUND	STREETS & PUBLIC WORKS	$ 52.38
11832		8/30/2018	08-0971-00 CITY PARK BATHR	GENERAL FUND	STREETS & PUBLIC WORKS	$ 34.50
11842		8/30/2018	08-0140-00 SENIOR CENTER	GENERAL FUND	STREETS & PUBLIC WORKS	$ 90.26
11834		8/30/2018	08-0200-00 SPLASH PAD	GENERAL FUND	STREETS & PUBLIC WORKS	$ 34.50
11844		8/30/2018	08-0980-00 CEDAR REST	GENERAL FUND	STREETS & PUBLIC WORKS	$ 20.00
11840		8/30/2018	09-0209-00 COMMUNITY HALL	GENERAL FUND	STREETS & PUBLIC WORKS	$ 51.43
11843		8/30/2018	09-0720-00 TRAIN DEPOT	GENERAL FUND	STREETS & PUBLIC WORKS	$ 34.50
11831		8/30/2018	09-3842-00 HARBOR UTILITIE	MUNICIPAL HARBOR FUND	ADMINISTRATION	$ 60.45
					TOTAL:	$ 1,980.72
11902	BETZ ROSETTI & ASSOCIATES INC.	6/27/2018	BOND RENEWALS	GENERAL FUND	ADMINISTRATION	$ 4,280.00
11863		8/30/2018	BOND_C. CARDINALE_P.D.	GENERAL FUND	POLICE	$ 149.00
11903		8/14/2018	BOND_P.TICE	UTILITY FUND	ADMINISTRATION	$ 175.00
11904		8/22/2018	BOND_3 UTILITY CLERKS	UTILITY FUND	ADMINISTRATION	$ 151.00
					TOTAL:	$ 4,755.00

Exhibit "F"
September 18, 2018

CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
11883	CES TEAM ONE COMMUNICATIONS, INC.	6/26/2018	OUTFITTING OF NEW CHARGERS	DOJ FUNDS	DOJ-POLICE	$ 9,430.00
					TOTAL:	$ 9,430.00
11928	CHELSEA FRANCIS	7/23/2018	CASH BOND REFUND	GENERAL FUND	NON-DEPARTMENTAL	$ 268.00
					TOTAL:	$ 268.00
11869	CINTAS UNIFORMS	8/30/2018	P.W. UNIFROMS_08/30/2018	GENERAL FUND	STREETS & PUBLIC WORKS	$ 335.99
11913		9/6/2018	P.W. UNIFORMS_09/06/2018	GENERAL FUND	STREETS & PUBLIC WORKS	$ 386.30
11861		8/30/2018	HARBOR UNIFORMS_08/30/2018	MUNICIPAL HARBOR FUND	ADMINISTRATION	$ 37.91
11895		9/6/2018	HARBOR UNIFORMS_09/06/2018	MUNICIPAL HARBOR FUND	ADMINISTRATION	$ 37.91
					TOTAL:	$ 798.11
11932	CITY OF BAY SAINT LOUIS	9/13/2018	TRF GF TO 2016 R&B DEBT SV	GENERAL FUND	ADMINISTRATION	$ 5,666.98
11933		9/13/2018	TRF GF TO DEBT SVC FND TAX	GENERAL FUND	ADMINISTRATION	$ 2,661.39
11937		9/13/2018	GF TO COUNTY R&B_TAXES	GENERAL FUND	ADMINISTRATION	$ 3,297.37
11936		9/1/2018	UTOP TO GF_PAYROLL REIMBUR	UTILITY FUND	NON-DEPARTMENTAL	$ 14,438.77
11935		9/1/2018	HARB TO GF_PAYROLL REIMBUR	MUNICIPAL HARBOR FUND	NON-DEPARTMENTAL	$ 5,461.75
					TOTAL:	$ 31,526.26
11873	COAST CHLORINATOR	9/5/2018	REGULATOR_HARRY ST WELL	UTILITY FUND	UTILITY OPERATIONS	$ 957.00
					TOTAL:	$ 957.00
11925	COAST ELECTRIC POWER ASSOCIATION	9/4/2018	870474-003 HWY 90 & DRINKWATER	GENERAL FUND	STREETS & PUBLIC WORKS	$ 48.37
					TOTAL:	$ 48.37
11882	COASTAL HARDWARE	5/21/2018	WHITE FIELD MARKING PAINT	GENERAL FUND	STREETS & PUBLIC WORKS	$ 324.00
					TOTAL:	$ 324.00

						PAGE 3	
CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT	
11888	COMCEPTS, LLC	9/1/2018	ANSWERING SERVICES	GENERAL FUND	STREETS & PUBLIC WORKS	$	113.92
11888		9/1/2018	ANSWERING SERVICES	UTILITY FUND	ADMINISTRATION	$	113.93
					TOTAL:	$	227.85
11875	CONSOLIDATED PIPE & SUPPLY COMPANY	8/31/2018	1/2"IPS STAB COUPLING	UTILITY FUND	UTILITY OPERATIONS	$	1,112.50
11875		8/31/2018	1/2"IPS STOP-N-GO	UTILITY FUND	UTILITY OPERATIONS	$	2,150.00
					TOTAL:	$	3,262.50
11896	DPS CRIME LAB	9/4/2018	ANALYTICAL FEES	GENERAL FUND	POLICE	$	180.00
					TOTAL:	$	180.00
11927	FUELMAN	9/10/2018	FUELMAN_P.D. #8943	GENERAL FUND	POLICE	$	1,982.57
11892		9/3/2018	FUELMAN_F.D.	GENERAL FUND	FIRE	$	93.59
11926		9/10/2018	FUELMAN_F.D.	GENERAL FUND	FIRE	$	71.46
					TOTAL:	$	2,147.62
11934	HC LIBRARY SYSTEM	9/13/2018	TAX REVENUE	GENERAL FUND	ADMINISTRATION	$	6,028.94
					TOTAL:	$	6,028.94
11901	HC SENIOR CITIZENS	9/11/2018	MONTHLY SUPPORT	GENERAL FUND	ADMINISTRATION	$	200.00
					TOTAL:	$	200.00
11851	HC SOLID WASTE AUTHORITY	8/30/2018	OLD TOWN COMM. HALL_MAY 2018	GENERAL FUND	STREETS & PUBLIC WORKS	$	68.53
11851		8/30/2018	COMMUNITY HALL_MAY 2018	GENERAL FUND	STREETS & PUBLIC WORKS	$	83.14
11851		8/30/2018	CITY YARD_MAY 2018	GENERAL FUND	STREETS & PUBLIC WORKS	$	83.14
11852		8/30/2018	OLD TOWN COMM. HALL_JUNE 2018	GENERAL FUND	STREETS & PUBLIC WORKS	$	68.53
11852		8/30/2018	COMMUNITY HALL_JUNE 2018	GENERAL FUND	STREETS & PUBLIC WORKS	$	83.14
11852		8/30/2018	CITY YARD_JUNE 2018	GENERAL FUND	STREETS & PUBLIC WORKS	$	83.14
11853		8/30/2018	OLD TOWN COMM. HALL_JULY 2018	GENERAL FUND	STREETS & PUBLIC WORKS	$	68.53

						PAGE 4
CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
11853	HC SOLID WASTE AUTHORITY	8/30/2018	COMMUNITY HALL_JULY 2018	GENERAL FUND	STREETS & PUBLIC WORKS	$ 83.14
11853		8/30/2018	CITY YARD_JULY 2018	GENERAL FUND	STREETS & PUBLIC WORKS	$ 83.14
11854		8/30/2018	OVERAGE_JULY 2018	GENERAL FUND	STREETS & PUBLIC WORKS	$ 2,246.75
11925		9/6/2018	OLD TOWN COMM. HALL_AUG 2018	GENERAL FUND	STREETS & PUBLIC WORKS	$ 68.53
11925		9/6/2018	COMMUNITY HALL_AUG 208	GENERAL FUND	STREETS & PUBLIC WORKS	$ 83.14
11925		9/6/2018	CITY YARD_AUG 2018	GENERAL FUND	STREETS & PUBLIC WORKS	$ 83.14
11914		9/6/2018	RESIDENTIAL SOLID WASTE_AUG 2018	UTILITY FUND	UTILITY OPERATIONS	$ 39,000.43
11914		9/6/2018	RESIDENTIAL BULKY WASTE_AUG 2018	UTILITY FUND	UTILITY OPERATIONS	$ 4,694.09
11851		8/30/2018	HARBOR_MAY 2018	MUNICIPAL HARBOR FUND	ADMINISTRATION	$ 166.26
11852		8/30/2018	HARBOR_JUNE 2018	MUNICIPAL HARBOR FUND	ADMINISTRATION	$ 166.26
11853		8/30/2018	HARBOR_JULY 2018	MUNICIPAL HARBOR FUND	ADMINISTRATION	$ 166.26
11925		9/6/2018	HARBOR_AUG 2018	MUNICIPAL HARBOR FUND	ADMINISTRATION	$ 332.52
11925		9/6/2018	HARBOR_RECOVERY CHARGE_AUG 2018	MUNICIPAL HARBOR FUND	ADMINISTRATION	$ 125.00
					TOTAL:	$ 47,836.81
11922	HC TOURISM DEVELOPMENT BUREAU	9/1/2018	MONTHLY SUPPORT_SEPT 2018	GENERAL FUND	ADMINISTRATION	$ 2,087.00
					TOTAL:	$ 2,087.00
11862	HC UTILITY AUTHORITY	8/31/2018	ADMIN FEE & DEBT SVC_08/2018	UTILITY FUND	UTILITY OPERATIONS	$ 74,566.98
					TOTAL:	$ 74,566.98
11849	HC WATER & SEWER DISTRICT	8/30/2018	109906_CHAPMAN/WASHINGTON	GENERAL FUND	STREETS & PUBLIC WORKS	$ 25.50
11872		8/30/2018	FS #2 HWY 603 WATER & SEWER	GENERAL FUND	STREETS & PUBLIC WORKS	$ 77.40
					TOTAL:	$ 102.90
11876	HUNT SOUTHLAND REFINING COMPANY	8/28/2018	CRS 2 EMULSION	GENERAL FUND	STREETS & PUBLIC WORKS	$ 249.01
					TOTAL:	$ 249.01
11920	ICC INTERNATIONAL CODE COUNCIL	9/6/2018	18 IFC CODE & COMMENTARY	GENERAL FUND	BUILDING DEPARTMENT	$ 138.00
					TOTAL:	$ 138.00

						PAGE 5	
CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT	
11921	JAMIE FAVRE	9/7/2018	REIMBURSEMENT_INMATE MEALS	GENERAL FUND	STREETS & PUBLIC WORKS	$	56.89
					TOTAL:	$	56.89
11931	KENNY VINSON	8/23/2018	CASH BOND REFUND	GENERAL FUND	NON-DEPARTMENTAL	$	250.00
					TOTAL:	$	250.00
11917	LOWE'S	9/10/2018	CARRIGE BOLTS(6)	MUNICIPAL HARBOR FUND	ADMINISTRATION	$	6.36
11917		9/10/2018	5/16 NUT(50CT)	MUNICIPAL HARBOR FUND	ADMINISTRATION	$	6.47
11917		9/10/2018	5/16 FLAT WASHER(1)	MUNICIPAL HARBOR FUND	ADMINISTRATION	$	1.22
11917		9/10/2018	CLOSET DOOR HAND(1)	MUNICIPAL HARBOR FUND	ADMINISTRATION	$	28.48
11917		9/10/2018	SOCKET ADAPTER(1)	MUNICIPAL HARBOR FUND	ADMINISTRATION	$	3.40
					TOTAL:	$	45.93
11877	MAYLEY'S PEST CONTROL, LLC.	8/28/2018	TRAIN DEPOT	GENERAL FUND	STREETS & PUBLIC WORKS	$	45.00
					TOTAL:	$	45.00
11855	MISSISSIPPI POWER	8/30/2018	06472-91030_DUNBAR PAVILLION	GENERAL FUND	STREETS & PUBLIC WORKS	$	57.98
11897		8/31/2018	06084-17009 FIRE STATION #	GENERAL FUND	STREETS & PUBLIC WORKS	$	2,266.29
11897		8/31/2018	20735-99025 PARKING GARAGE	GENERAL FUND	STREETS & PUBLIC WORKS	$	383.27
11897		8/31/2018	21512-44005 COMMUNITY HALL	GENERAL FUND	STREETS & PUBLIC WORKS	$	3,325.50
11897		8/31/2018	30517-12007 CITY PARK BATH	GENERAL FUND	STREETS & PUBLIC WORKS	$	58.82
11897		8/31/2018	33911-46001 SENIOR CENTER	GENERAL FUND	STREETS & PUBLIC WORKS	$	1,556.93
11897		8/31/2018	54271-48002 TRAIN DEPOT	GENERAL FUND	STREETS & PUBLIC WORKS	$	1,006.84
11897		8/31/2018	04055-18078 SPLASH PAD RES	GENERAL FUND	STREETS & PUBLIC WORKS	$	64.97
11897		8/31/2018	05889-10169 HISTORICAL BLD	GENERAL FUND	STREETS & PUBLIC WORKS	$	910.36
11897		8/31/2018	03549-31061 OLD TOWN COMM	GENERAL FUND	STREETS & PUBLIC WORKS	$	853.41
11924		9/5/2018	13961-46018 WATER WELL #3	UTILITY FUND	UTILITY OPERATIONS	$	303.95
11924		9/5/2018	62891-46001 WASH WATER TOW	UTILITY FUND	UTILITY OPERATIONS	$	63.99
11924		9/5/2018	64741-49003 WATER WELL #4	UTILITY FUND	UTILITY OPERATIONS	$	1,494.62
11924		9/5/2018	72561-48023 WATER WELL #1	UTILITY FUND	UTILITY OPERATIONS	$	412.67
11856		8/30/2018	29014-26053_MARINA	MUNICIPAL HARBOR FUND	ADMINISTRATION	$	9,713.39
					TOTAL:	$	22,472.99

CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
11858	MOTOROLA SOLUTIONS, INC.	8/22/2018	APX4000 PORTABLE(2)	DOJ FUNDS	DOJ-POLICE	$ 5,374.50
11858		8/22/2018	APX1500 MOBILE(2)	DOJ FUNDS	DOJ-POLICE	$ 4,620.00
11858		8/22/2018	DISCOUNT	DOJ FUNDS	DOJ-POLICE	$ (600.00)
11858		8/22/2018	DISCOUNT	DOJ FUNDS	DOJ-POLICE	$ (1,130.00)
11858		8/22/2018	RADIO PROGRAMING(2)	DOJ FUNDS	DOJ-POLICE	$ 78.00
11858		8/22/2018	DESK CHARGER(2)	DOJ FUNDS	DOJ-POLICE	$ 117.72
11858		8/22/2018	PROTABLE CHARG(2)	DOJ FUNDS	DOJ-POLICE	$ 161.50
					TOTAL:	$ 8,621.72
11930	MS STATE TREASURER	9/7/2018	COURT REMITTANCE - OM	GENERAL FUND	NON-DEPARTMENTAL	$ 822.75
11930		9/7/2018	COURT REMITTANCE - TV	GENERAL FUND	NON-DEPARTMENTAL	$ 7,925.00
11930		9/7/2018	COURT REMITTANCE - ABF	GENERAL FUND	NON-DEPARTMENTAL	$ 20.00
11930		9/7/2018	COURT REMITTANCE - CC	GENERAL FUND	NON-DEPARTMENTAL	$ 47.50
11930		9/7/2018	COURT REMITTANCE - IC	GENERAL FUND	NON-DEPARTMENTAL	$ 261.00
11930		9/7/2018	COURT REMITTANCE - MVL	GENERAL FUND	NON-DEPARTMENTAL	$ 862.50
11930		9/7/2018	COURT REMITTANCE - TT	GENERAL FUND	NON-DEPARTMENTAL	$ 638.00
11930		9/7/2018	COURT REMITTANCE - VBF	GENERAL FUND	NON-DEPARTMENTAL	$ 30.00
11930		9/7/2018	COURT REMITTANCE - ADT	GENERAL FUND	NON-DEPARTMENTAL	$ 10.00
11930		9/7/2018	COURT REMITTANCE - UMI	GENERAL FUND	NON-DEPARTMENTAL	$ 280.00
					TOTAL:	$ 10,896.75
11929	MS. DEPARTMENT OF PUBLIC SAFETY	9/7/2018	CRIMESTOPPERS	GENERAL FUND	NON-DEPARTMENTAL	$ 93.00
11929		9/7/2018	WIRELESS	GENERAL FUND	NON-DEPARTMENTAL	$ 640.00
					TOTAL:	$ 733.00
11865	NAPA AUTO PARTS	8/30/2018	MOWER BELT(1)	GENERAL FUND	STREETS & PUBLIC WORKS	$ 56.71
11868		8/30/2018	ADAPTER FOR TRAIER(1)	GENERAL FUND	STREETS & PUBLIC WORKS	$ 17.16
11864		8/30/2018	REAR LED TAIL LIGHT(2)	GENERAL FUND	STREETS & PUBLIC WORKS	$ 157.52
11864		8/30/2018	HARNESS(2)	GENERAL FUND	STREETS & PUBLIC WORKS	$ 124.58
11864		8/30/2018	PIGTAIL(2)	GENERAL FUND	STREETS & PUBLIC WORKS	$ 27.28
11864		8/30/2018	GROMLET(1)	GENERAL FUND	STREETS & PUBLIC WORKS	$ 1.89
11916		9/5/2018	SHIFT CABLE(1)	GENERAL FUND	STREETS & PUBLIC WORKS	$ 135.00
					TOTAL:	$ 520.14

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CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT	
11894	OMNI TECHNOLOGIES	9/1/2018	COUNCIL SUPPORT	GENERAL FUND	CITY COUNCIL	$	89.91
11894		9/1/2018	COURT DEPT SUPPORT	GENERAL FUND	JUDICIAL	$	39.96
11894		9/1/2018	ADMIN SUPPORT	GENERAL FUND	ADMINISTRATION	$	269.92
11894		9/1/2018	LOGMEIN	GENERAL FUND	ADMINISTRATION	$	39.96
11894		9/1/2018	WEB HOSTING	GENERAL FUND	ADMINISTRATION	$	74.99
11894		9/1/2018	BLDG DEPT SUPPORT	GENERAL FUND	BUILDING DEPARTMENT	$	49.95
11894		9/1/2018	POLICE DEPT SUPPORT	GENERAL FUND	POLICE	$	472.17
11894		9/1/2018	ENVELOC BACKUP	GENERAL FUND	POLICE	$	35.00
11894		9/1/2018	DATA STORAGE	GENERAL FUND	POLICE	$	1,283.09
11894		9/1/2018	FIRE DEPT SUPPORT	GENERAL FUND	FIRE	$	19.98
11894		9/1/2018	PUBLIC WORKS SUPPORT	GENERAL FUND	STREETS & PUBLIC WORKS	$	39.96
11894		9/1/2018	TECH SUPPORT_AUGUST 2018	UTILITY FUND	ADMINISTRATION	$	19.98
11894		9/1/2018	TECH SUPPORT_AUGUST 2018	MUNICIPAL HARBOR FUND	ADMINISTRATION	$	19.98
					TOTAL:	$	2,454.85
11899	PITNEY BOWES RESERVE ACCOUNT	9/11/2018	POSTAGE FOR METER	GENERAL FUND	ADMINISTRATION	$	500.00
					TOTAL:	$	500.00
11845	PLAYWORLD	8/21/2018	CITY PARK SLIDE DRUM PANEL	GENERAL FUND	STREETS & PUBLIC WORKS	$	983.00
11845		8/21/2018	OVAL INSERT	GENERAL FUND	STREETS & PUBLIC WORKS	$	595.00
11845		8/21/2018	GEAR PANEL	GENERAL FUND	STREETS & PUBLIC WORKS	$	936.00
11845		8/21/2018	SLIDE CANOPY	GENERAL FUND	STREETS & PUBLIC WORKS	$	370.17
11845		8/21/2018	25" X.687 RIVET(2)	GENERAL FUND	STREETS & PUBLIC WORKS	$	0.70
11845		8/21/2018	3/8 16X1 3/4 BOLT(2)	GENERAL FUND	STREETS & PUBLIC WORKS	$	2.10
11845		8/21/2018	3/8 SS WASHERS(2)	GENERAL FUND	STREETS & PUBLIC WORKS	$	0.18
11845		8/21/2018	SHIPPING	GENERAL FUND	STREETS & PUBLIC WORKS	$	215.69
11845		8/21/2018	3/8' CAP BOLT(2)	GENERAL FUND	STREETS & PUBLIC WORKS	$	4.14
					TOTAL:	$	3,106.98
11900	POSTMASTER	9/11/2018	PERMIT #14_UTILITY BILLING	UTILITY FUND	ADMINISTRATION	$	1,800.00
					TOTAL:	$	1,800.00

CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
11884	PRECISION DELTA CORPORATION	8/27/2018	12GA 00 BUCK	GENERAL FUND	POLICE	$ 121.50
11884		8/27/2018	12GA RIFLED SLUG	GENERAL FUND	POLICE	$ 125.15
11884		8/27/2018	5.56MM FMS	GENERAL FUND	POLICE	$ 630.00
11885		8/29/2018	40CAL S&W AMMO	GENERAL FUND	POLICE	$ 477.75
11918		9/7/2018	40CAL S&W AMMO	GENERAL FUND	POLICE	$ 1,134.00
					TOTAL:	$ 2,488.40
11846	RJ YOUNG COMPANY	8/26/2018	BASE_COURT	GENERAL FUND	JUDICIAL	$ 84.86
11846		8/26/2018	OVERAGE_COURT	GENERAL FUND	JUDICIAL	$ 41.02
11847		8/27/2018	BASE_ADMINISTRATION	GENERAL FUND	ADMINISTRATION	$ 70.18
11847		8/27/2018	OVERAGE_ADMINISTRATION	GENERAL FUND	ADMINISTRATION	$ 33.44
11846		8/26/2018	BASE_BUILDING DEPT	GENERAL FUND	BUILDING DEPARTMENT	$ 84.86
11846		8/26/2018	OVERAGE_BUILDING DEPT	GENERAL FUND	BUILDING DEPARTMENT	$ 41.02
11848		8/27/2018	BASE	GENERAL FUND	POLICE	$ 167.51
11848		8/27/2018	OVERAGE	GENERAL FUND	POLICE	$ 152.10
11846		8/26/2018	OVERAGE_FIRE	GENERAL FUND	FIRE	$ 15.42
11847		8/27/2018	BASE_PUBLIC WORKS	GENERAL FUND	STREETS & PUBLIC WORKS	$ 70.18
11847		8/27/2018	OVERAGE_PUBLIC WORKS	GENERAL FUND	STREETS & PUBLIC WORKS	$ 33.45
11847		8/27/2018	COPIER_UTILITIES	UTILITY FUND	ADMINISTRATION	$ 53.60
					TOTAL:	$ 847.64
11878	S&L OFFICE SUPPLIES , INC	8/8/2018	DISPOSTITION FORMS	GENERAL FUND	JUDICIAL	$ 135.65
11825		8/28/2018	TONER(2)	GENERAL FUND	JUDICIAL	$ 138.00
11825		8/28/2018	LASER CARTRIDGE(1)	GENERAL FUND	JUDICIAL	$ 49.00
11825		8/28/2018	FAX CARTRIDGE(2)	GENERAL FUND	JUDICIAL	$ 48.60
11881		7/30/2018	BLACK INK CRTRDG	GENERAL FUND	STREETS & PUBLIC WORKS	$ 16.99
11881		7/30/2018	COLOR INK CRTRDG	GENERAL FUND	STREETS & PUBLIC WORKS	$ 41.99
11870		8/30/2018	E911 FORMS(1)	GENERAL FUND	STREETS & PUBLIC WORKS	$ 220.50
11938		9/13/2018	COPY PAPER(28)	GENERAL FUND	ADMINISTRATION	$ 1,090.60
11938		9/13/2018	COPY PAPER LEGAL(15)	GENERAL FUND	ADMINISTRATION	$ 1,029.30
11938		9/13/2018	FILE FOLDER RED(4)	GENERAL FUND	ADMINISTRATION	$ 51.80
11938		9/13/2018	FILE FOLDER(20)	GENERAL FUND	ADMINISTRATION	$ 159.00
11938		9/13/2018	PAPER CLIP REG(8)	GENERAL FUND	ADMINISTRATION	$ 14.32

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CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT	
11938	S&L OFFICE SUPPLIES , INC	9/13/2018	PAPER CLIP JUMBO(6)	GENERAL FUND	ADMINISTRATION	$	31.74
11938		9/13/2018	INK FOR METER(2)	GENERAL FUND	ADMINISTRATION	$	79.90
11938		9/13/2018	SHARPIE BLK(8)	GENERAL FUND	ADMINISTRATION	$	19.92
11938		9/13/2018	CALCULATOR(1)	GENERAL FUND	ADMINISTRATION	$	69.74
11938		9/13/2018	BINDER CLIP MED(15)	GENERAL FUND	ADMINISTRATION	$	12.75
11938		9/13/2018	PEN BLACK(6)	GENERAL FUND	ADMINISTRATION	$	11.40
11938		9/13/2018	CORRECTION TAPE(5)	GENERAL FUND	ADMINISTRATION	$	29.20
11938		9/13/2018	BLUE COPY PAPER(2)	GENERAL FUND	ADMINISTRATION	$	11.86
11938		9/13/2018	CANARY COPY PAPER(2)	GENERAL FUND	ADMINISTRATION	$	11.86
11938		9/13/2018	GREEN COPY PAPER(2)	GENERAL FUND	ADMINISTRATION	$	11.86
11940		9/13/2018	COPY PAPER(2)	GENERAL FUND	CITY COUNCIL	$	77.90
11940		9/13/2018	SHARPIE BLK(1)	GENERAL FUND	CITY COUNCIL	$	2.99
11940		9/13/2018	BINDER CLIP SM(12)	GENERAL FUND	CITY COUNCIL	$	4.42
11940		9/13/2018	BINDER CLIP MED(2)	GENERAL FUND	CITY COUNCIL	$	4.98
11941		9/13/2018	PRINTER TAPE(3)	UTILITY FUND	ADMINISTRATION	$	204.30
11941		9/13/2018	HIGHLIGHTER(2)	UTILITY FUND	ADMINISTRATION	$	11.30
11941		9/13/2018	STAPLES(20)	UTILITY FUND	ADMINISTRATION	$	17.80
11941		9/13/2018	TAPE(3)	UTILITY FUND	ADMINISTRATION	$	26.67
11941		9/13/2018	COPY PAPER(1)	UTILITY FUND	ADMINISTRATION	$	38.95
11938		9/13/2018	PINK COPY PAPER(2)	GENERAL FUND	ADMINISTRATION	$	11.86
11887		8/27/2018	2PLY TISSUE(1)	MUNICIPAL HARBOR FUND	ADMINISTRATION	$	34.79
11887		8/27/2018	BLEACH(1)	MUNICIPAL HARBOR FUND	ADMINISTRATION	$	10.00
11887		8/27/2018	CAN LINERS(10	MUNICIPAL HARBOR FUND	ADMINISTRATION	$	69.25
11887		8/27/2018	HAND TOWELS(1)	MUNICIPAL HARBOR FUND	ADMINISTRATION	$	33.76
11939		9/13/2018	2PLY TISSUE(1)	MUNICIPAL HARBOR FUND	ADMINISTRATION	$	34.79
11939		9/13/2018	CAN LINERS(1)	MUNICIPAL HARBOR FUND	ADMINISTRATION	$	69.25
					TOTAL:	$	3,938.99
11818	SEA COAST ECHO	8/25/2018	ORDINANCE 630-07-2018	GENERAL FUND	CITY COUNCIL	$	741.34
11818		8/25/2018	ORDINANCE 630-07-2018	GENERAL FUND	ADMINISTRATION	$	741.34
11890		9/5/2018	SALARY ORDINANCE 632-08-2018	GENERAL FUND	ADMINISTRATION	$	74.16
11923		9/8/2018	P&Z LEGAL AD	GENERAL FUND	BUILDING DEPARTMENT	$	69.24
					TOTAL:	$	1,626.08

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CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
11860	SOUTH MISSISSIPPI BUSINESS MACHINES	8/30/2018	BASE	GENERAL FUND	CITY COUNCIL	$ 139.98
11860		8/30/2018	OVERAGE	GENERAL FUND	CITY COUNCIL	$ 8.45
11860		8/30/2018	LEASE	GENERAL FUND	CITY COUNCIL	$ 202.02
					TOTAL:	$ 350.45
11871	STATE FIRE ACADEMY	8/29/2018	VEHICLE EXTRACT&RES	GENERAL FUND	FIRE	$ 400.00
11898		9/6/2018	FIRE INSPECT 1031-I	GENERAL FUND	FIRE	$ 1,770.00
					TOTAL:	$ 2,170.00
11857	SUN COAST CLAYS BUSINESS SUPPLY	8/29/2018	PAPER TOWEL(8)	GENERAL FUND	FIRE	$ 239.92
11857		8/29/2018	TOILET PAPER(2)	GENERAL FUND	FIRE	$ 79.98
11857		8/29/2018	TOWELS(2)	GENERAL FUND	FIRE	$ 44.00
11857		8/29/2018	DAWN(24)	GENERAL FUND	FIRE	$ 143.52
11857		8/29/2018	CAR WASH(4)	GENERAL FUND	FIRE	$ 63.80
11857		8/29/2018	16 OZ CUPS(2)	GENERAL FUND	FIRE	$ 99.96
11857		8/29/2018	20 CT CLOROX(2)	GENERAL FUND	FIRE	$ 83.88
11857		8/29/2018	BLEACH(2)	GENERAL FUND	FIRE	$ 27.96
11857		8/29/2018	MOPS(4)	GENERAL FUND	FIRE	$ 46.00
11857		8/29/2018	NEW MOP(16)	GENERAL FUND	FIRE	$ 143.68
11857		8/29/2018	TRIGGER SPRAY(6)	GENERAL FUND	FIRE	$ 4.14
11857		8/29/2018	32OZ BOTTLE(6)	GENERAL FUND	FIRE	$ 5.34
11857		8/29/2018	GLASS CLEANER(12)	GENERAL FUND	FIRE	$ 66.84
11874		3/26/2018	ALL PURPOSE CLEANER(	GENERAL FUND	STREETS & PUBLIC WORKS	$ 35.55
					TOTAL:	$ 1,084.57
11824	THE FIRST BANK	8/30/2018	2018 CAT BACKHOE	DEBT SERVICE FUND	DEBT SERVICE	$ 1,185.47
11822		8/30/2018	2018 CHEVY TRUCKS_MAYOR	DEBT SERVICE FUND	DEBT SERVICE	$ 509.63
11822		8/30/2018	2018 CHEVY TRUCKS_CHIEF P.D.	DEBT SERVICE FUND	DEBT SERVICE	$ 509.63
11823		8/30/2018	DURA SPRAY PATCHER	DEBT SERVICE FUND	DEBT SERVICE	$ 882.91
11823		8/30/2018	ZERO TURNS(2)	DEBT SERVICE FUND	DEBT SERVICE	$ 275.77
11820		8/30/2018	2018 KUBOTA EXCAVATOR	DEBT SERVICE FUND	DEBT SERVICE	$ 443.08
11821		8/30/2018	2018 KUBOTA MINI EXCAVATOR	DEBT SERVICE FUND	DEBT SERVICE	$ 321.83
					TOTAL:	$ 4,128.32

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CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
11910	TIMOTHY A. KELLAR, HANCOCK CO CHANCERY	9/4/2018	TAX REDEMPTION_09/2018	GENERAL FUND	ADMINISTRATION	$ 1,490.00
					TOTAL:	$ 1,490.00
11867	TIRE SPOT	8/30/2018	TIRE REPAIR(1)	GENERAL FUND	STREETS & PUBLIC WORKS	$ 25.00
11867		8/30/2018	TUBE(1)	GENERAL FUND	STREETS & PUBLIC WORKS	$ 25.00
11866		8/30/2018	TIRES(2)	GENERAL FUND	STREETS & PUBLIC WORKS	$ 265.00
					TOTAL:	$ 315.00
11919	UNIVERSAL TELCOM, LLC	8/31/2018	ANSWERING SERVICES	GENERAL FUND	ADMINISTRATION	$ 3,084.73
11919		8/31/2018	UNIVERSAL TELCOM, LLC	UTILITY FUND	ADMINISTRATION	$ 342.75
11919		8/31/2018	UNIVERSAL TELCOM, LLC	MUNICIPAL HARBOR FUND	ADMINISTRATION	$ 61.15
					TOTAL:	$ 3,488.63
11906	WARING OIL	8/28/2018	HYDRAULIC FLUID_TRACTORS	GENERAL FUND	STREETS & PUBLIC WORKS	$ 346.87
11907		8/27/2018	GAS & DIESEL	GENERAL FUND	STREETS & PUBLIC WORKS	$ 2,137.95
11912		9/4/2018	GAS & DIESEL	GENERAL FUND	STREETS & PUBLIC WORKS	$ 1,835.80
11819		8/20/2018	GAS & DIESEL	GENERAL FUND	STREETS & PUBLIC WORKS	$ 2,183.42
11911		8/29/2018	HARBOR GAS	MUNICIPAL HARBOR FUND	ADMINISTRATION	$ 10,928.44
					TOTAL:	$ 17,432.48
		FUND 001	GENERAL FUND	$ 86,074.51		
		FUND 200	DEBT SERVICE FUND	$ 5,472.30		
		FUND 300	DOJ FUNDS	$ 18,051.72		
		FUND 400	UTILITY OPERATING FUND	$ 142,150.28		
		FUND 450	MUNICIPAL HARBOR FUND	$ 27,722.61		
			TOTAL:	$ 279,471.42		

9.18.18

1) Public Works/Utilities
   a) Seminary Sink Hole – substantially complete
   b) Recommend videoing storm drain line crossing Seminary Drive

   c) City Wide Sewer Issues
      i) Sunset Dr. to Dunbar Lift Station Sewer Line Repairs
         (1) 2,300 LF 10" Steel Pipe
         (2) Recommend to clean, TV to check for damaged pipe, line sewer pipe
         (3) Total Estimated Project cost $200,000

   d) Dunbar Ave Settlement Repair – remove asphalt to inspect extent of sub-surface void (in house)

2) Carrol Ave Safe Routes Project – NTP 9.24.18

3) City Wide Drainage Plan
   a) See attached breakdown per Ward
   b) Preliminary Cost Estimates currently being developed.

4) CSX Rail Road Crossings
   a) Webb St., St. Charles St., Ballentine St., Citizen St., Washington St. and Sycamore St.
   b) Contacted CSX regarding condition of east side crossings
   c) Estimated Cost to Repair (160 Tons @ $80 per ton = $12,800

5) MDOT HWY 90 Lighting Modification Project
   a) Change Order #2 – 5 days added time
   b) Supplemental Agreement #1 – Engineering Request additional $5,000

412 HWY 90 Suite 4 · Bay St. Louis, MS 39520 · O: 228-467-6755 · F: 228-466-4643

Exhibit "G"

September 18, 2018

City of Bay St. Louis

City Wide Drainage Opinion of Probable Cost

8.30.18

Total Ward 1	$ 406,030.50
Total Ward 2	$ 271,101.00
Total Ward 3	$ 340,584.00
Total Ward 4	$ 184,419.75
Total Ward 5	$ 218,868.00
Total Ward 6	$ 2,027,813.40
Total Est. Project Cost	$ 3,448,816.65

Notes:
Costs do not include MDOT ROW work or road paving (only driveway replacements).

City of Bay St. Louis

City Wide Drainage Opinion of Probable Cost

Ward 1

Sports Complex Culverts	QTY	UNIT	UNIT PRICE	EXTENSION
Mobilization	1	LS	$ 5,000.00	$ 5,000.00
Removal of Existing Asphalt Paving	90	SY	$ 25.00	$ 2,250.00
Removal of Existing Culverts (All sizes and Types)	425	LF	$ 7.50	$ 3,187.50
Installation of New 15" HDPE Culverts	750	LF	$ 35.00	$ 26,250.00
Regrade of Existing Ditch	0	LF	$ 5.00	$ -
Installation of New Asphalt Paving	90	SY	$ 65.00	$ 5,850.00
Installation of Crushed Rock Driveway	0	CY	$ 85.00	$ -
Installation of HDPE Drain Inlets	5	EA	$ 2,500.00	$ 12,500.00
			Estimated Construction	$ 55,037.50
Esplanade Ave				
Mobilization	1	LS	$ 10,000.00	$ 10,000.00
Removal of Existing Concrete Paving	170	SY	$ 25.00	$ 4,250.00
Removal of Existing Culverts (All sizes and Types)	1500	LF	$ 7.50	$ 11,250.00
Installation of New 15" HDPE Culverts	1500	LF	$ 35.00	$ 52,500.00
Regrade of Existing Ditch	5850	LF	$ 5.00	$ 29,250.00
Installation of New Concrete Paving	170	SY	$ 65.00	$ 11,050.00
Installation of Crushed Rock Driveway	60	CY	$ 85.00	$ 5,100.00
Installation of HDPE Drain Inlets	5	EA	$ 2,500.00	$ 12,500.00
			Estimated Construction	$ 135,900.00
Highland Drive				
Mobilization	1	LS	$ 10,000.00	$ 10,000.00
Removal of Existing Concrete Paving	125	SY	$ 25.00	$ 3,125.00
Removal of Existing Culverts (All sizes and Types)	1025	LF	$ 7.50	$ 7,687.50
Installation of New 15" HDPE Culverts	1025	LF	$ 35.00	$ 35,875.00
Regrade of Existing Ditch	4175	LF	$ 5.00	$ 20,875.00
Installation of New Concrete Paving	125	SY	$ 65.00	$ 8,125.00
Installation of Crushed Rock Driveway	60	CY	$ 85.00	$ 5,100.00
Installation of HDPE Drain Inlets	5	EA	$ 2,500.00	$ 12,500.00
			Estimated Construction	$ 103,287.50
			Total Estimated Construction	$ 294,225.00
			20% Contingency	$ 58,845.00
			Engineering/Permitting	$ 52,960.50
			Total Estimated Project Cost	$ 406,030.50

City of Bay St. Louis

City Wide Drainage Opinion of Probable Cost

Ward 2

St. John St. (HWY 90 to St. Francis St.)	QTY	UNIT	UNIT PRICE	EXTENSION
Mobilization	1	LS	$ 5,000.00	$ 5,000.00
Removal of Existing Concrete Paving	60	SY	$ 25.00	$ 1,500.00
Removal of Existing Culverts (All sizes and Types)	550	LF	$ 7.50	$ 4,125.00
Installation of New 15" HDPE Culverts	550	LF	$ 35.00	$ 19,250.00
Regrade of Existing Ditch	2250	LF	$ 5.00	$ 11,250.00
Installation of New Asphalt Paving	60	SY	$ 65.00	$ 3,900.00
Installation of Crushed Rock Driveway	20	CY	$ 85.00	$ 1,700.00
Installation of HDPE Drain Inlets	5	EA	$ 2,500.00	$ 12,500.00
		Estimated Construction		$ 59,225.00

Dunbar Ave (Near MS Power Building)	QTY	UNIT	UNIT PRICE	EXTENSION
Mobilization	1	LS	$ 5,000.00	$ 5,000.00
Removal of Existing Asphalt Paving	350	SY	$ 25.00	$ 8,750.00
Removal of Existing Culverts (All sizes and Types)	100	LF	$ 7.50	$ 750.00
Installation of New 15" HDPE Culverts	100	LF	$ 35.00	$ 3,500.00
Regrade of Existing Ditch	100	LF	$ 5.00	$ 500.00
Installation of New Asphalt Paving	350	SY	$ 65.00	$ 22,750.00
Installation of Crushed Rock Driveway	0	CY	$ 85.00	$ -
Installation of HDPE Drain Inlets	2	EA	$ 2,500.00	$ 5,000.00
		Estimated Construction		$ 46,250.00

Carroll Ave - Curb & Gutter (400 Block)	QTY	UNIT	UNIT PRICE	EXTENSION
Mobilization	1	LS	$ 5,000.00	$ 5,000.00
Removal of Existing Concrete Curb/Gutter	3000	LF	$ 5.00	$ 15,000.00
Installation of New Concrete Curb/Gutter	3000	LF	$ 10.00	$ 30,000.00
Installation of Concrete Driveway	50	SY	$ 85.00	$ 4,250.00
		Estimated Construction		$ 54,250.00

Demontluzin Ave (Between Necaise and Dunbar)				
Mobilization	1	LS	$ 5,000.00	$ 5,000.00
Removal of Existing Concrete Paving	400	SY	$ 25.00	$ 10,000.00
Removal of Exisitng Culvert Pipe (All types and Thicknesses)	300	LF	$ 10.00	$ 3,000.00
Installation of New 15" HDPE Culverts	300	LF	$ 35.00	$ 10,500.00
Installation of New Asphalt Paving	400	TONS	$ 95.00	$ 38,000.00
Installation of Crushed Rock Driveway	10	CY	$ 85.00	$ 850.00
Installation of HDPE Drain Inlets	2	EA	$ 2,500.00	$ 5,000.00
Regrade of Existing Road Side Ditch	2300	LF	$ 5.00	$ 11,500.00

	Estimated Construction			$	83,850.00
State St. (Near Beach Blvd)					
Mobilization	1	LS	$ 5,000.00	$	5,000.00
Removal of Existing Asphalt Paving	400	SY	$ 25.00	$	10,000.00
Installation of New 15" HDPE Culverts	400	LF	$ 35.00	$	14,000.00
Installation of New Asphalt Paving	75	TONS	$ 95.00	$	7,125.00
Installation of Crushed Rock Driveway	10	CY	$ 85.00	$	850.00
Installation of HDPE Drain Inlets	2	EA	$ 2,500.00	$	5,000.00
	Estimated Construction			$	41,975.00
448 Ulman Ave					
Mobilization	1	LS	$ 5,000.00	$	5,000.00
egrade Existing Roadside Ditch	100	LF	$ 5.00	$	500.00
lacement of Rip Rap Stone	10	CY	$ 50.00	$	500.00
istallation of Trench Drain	25	LF	$ 100.00	$	2,500.00
Installation of HDPE Drain Inlets	2	EA	$ 3,500.00	$	7,000.00
	Estimated Construction			$	15,500.00
Second St. & City Park Drive					
Mobilization	1	LS	$ 5,000.00	$	5,000.00
Removal of Existing Concrete Paving	0	SY	$ 25.00	$	-
Removal of Existing Culverts (All sizes and Types)	0	LF	$ 7.50	$	-
Installation of New 15" HDPE Culverts	0	LF	$ 35.00	$	-
Clean Exisitng Culvert (15", All Types)	200	LF	$ 25.00	$	5,000.00
Regrade of Existing Ditch	0	LF	$ 5.00	$	-
Installation of New Concrete Paving	0	SY	$ 65.00	$	-
Installation of Crushed Rock Driveway	0	CY	$ 85.00	$	-
Installation of HDPE Drain Inlets	0	EA	$ 2,500.00	$	-
	Estimated Construction			$	10,000.00
State St. & Dunbar Ave.					
Mobilization	1	LS	$ 5,000.00	$	5,000.00
Removal of Existing Concrete Paving	0	SY	$ 25.00	$	-
emoval of Existing Culverts (All sizes and Types)	100	LF	$ 7.50	$	750.00
istallation of New 15" HDPE Culverts	100	LF	$ 35.00	$	3,500.00
Clean Exisitng Culvert (15", All Types)	0	LF	$ 25.00	$	-
Regrade of Existing Ditch	400	LF	$ 5.00	$	2,000.00
Installation of New Concrete Paving	0	SY	$ 65.00	$	-
Installation of Crushed Rock Driveway	50	CY	$ 85.00	$	4,250.00
Installation of HDPE Drain Inlets	0	EA	$ 2,500.00	$	-
	Estimated Construction			$	15,500.00

Total Estimated Construction	$ 196,450.00
20% Contingency	$ 39,290.00
Engineering/Permitting	$ 35,361.00
Total Estimated Project Cost	$ 271,101.00

City of Bay St. Louis

City Wide Drainage Opinion of Probable Cost

Ward 3

St. John St. (HWY 90 to St. Francis St.)	QTY	UNIT	UNIT PRICE	EXTENSION
Mobilization	1	LS	$ 7,500.00	$ 7,500.00
Removal of Existing Concrete Paving	40	SY	$ 25.00	$ 1,000.00
Removal of Existing Culverts (All sizes and Types)	350	LF	$ 7.50	$ 2,625.00
Installation of New 15" HDPE Culverts	350	LF	$ 35.00	$ 12,250.00
Regrade of Existing Ditch	2450	LF	$ 5.00	$ 12,250.00
Installation of New Concrete Paving	350	SY	$ 65.00	$ 22,750.00
Installation of Crushed Rock Driveway	50	CY	$ 85.00	$ 4,250.00
Installation of HDPE Drain Inlets	5	EA	$ 2,500.00	$ 12,500.00
			Estimated Construction	$ 75,125.00

Easterbrook St. (HWY 90 to St. Francis St.)	QTY	UNIT	UNIT PRICE	EXTENSION
Mobilization	1	LS	$ 15,000.00	$ 15,000.00
Removal of Existing Concrete Paving	90	SY	$ 25.00	$ 2,250.00
Removal of Existing Culverts (All sizes and Types)	850	LF	$ 7.50	$ 6,375.00
Installation of New 15" HDPE Culverts	850	LF	$ 35.00	$ 29,750.00
Regrade of Existing Ditch	5150	LF	$ 5.00	$ 25,750.00
Installation of New Concrete Paving	850	SY	$ 65.00	$ 55,250.00
Installation of Crushed Rock Driveway	50	CY	$ 85.00	$ 4,250.00
Installation of HDPE Drain Inlets	5	EA	$ 2,500.00	$ 12,500.00
			Estimated Construction	$ 151,125.00

Sycamore St. (Near Old Spanish Trail)	QTY	UNIT	UNIT PRICE	EXTENSION
Mobilization	1	LS	$ 5,000.00	$ 5,000.00
Removal of Existing Asphalt Paving	90	SY	$ 25.00	$ 2,250.00
Removal of Existing Culverts (All sizes and Types)	100	LF	$ 7.50	$ 750.00
Installation of New 15" HDPE Culverts	100	LF	$ 35.00	$ 3,500.00
Regrade of Existing Ditch	300	LF	$ 5.00	$ 1,500.00
Installation of New Asphalt Paving	90	SY	$ 65.00	$ 5,850.00
Installation of Crushed Rock Driveway	20	CY	$ 85.00	$ 1,700.00
Installation of HDPE Drain Inlets	0	EA	$ 2,500.00	$ -
			Estimated Construction	$ 20,550.00
			Total Estimated Construction	$ 246,800.00
			20% Contingency	$ 49,360.00

Engineering/Permitting	$ 44,424.00
Total Estimated Project Cost	$ 340,584.00

City of Bay St. Louis

City Wide Drainage Opinion of Probable Cost

Ward 4

Turner St. and Old Spanish Trail

Mobilization	1	LS	$ 5,000.00	$ 5,000.00
Removal of Existing Asphalt Paving	300	SY	$ 25.00	$ 7,500.00
Removal of Existing Culverts (All sizes and Types)	50	LF	$ 7.50	$ 375.00
Installation of New 15" HDPE Culverts	50	LF	$ 35.00	$ 1,750.00
Regrade of Existing Ditch	450	LF	$ 5.00	$ 2,250.00
Installation of New Concrete Paving	300	SY	$ 65.00	$ 19,500.00
Installation of Crushed Rock Driveway	60	CY	$ 85.00	$ 5,100.00
Installation of HDPE Drain Inlets	0	EA	$ 2,500.00	$ -
		Estimated Construction Cost		$ 41,475.00

Suebe St. and 7th St.

Mobilization	1	LS	$ 5,000.00	$ 5,000.00
Removal of Existing Concrete Paving	350	SY	$ 25.00	$ 8,750.00
Removal of Existing Culverts (All sizes and Types)	625	LF	$ 7.50	$ 4,687.50
Installation of New 15" HDPE Culverts	625	LF	$ 35.00	$ 21,875.00
Regrade of Existing Ditch	2800	LF	$ 5.00	$ 14,000.00
Installation of New Concrete Paving	350	SY	$ 65.00	$ 22,750.00
Installation of Crushed Rock Driveway	60	CY	$ 85.00	$ 5,100.00
Installation of HDPE Drain Inlets	4	EA	$ 2,500.00	$ 10,000.00
		Estimated Construction Cost		$ 92,162.50

Gladstone St.

Mobilization	0	LS	$ 5,000.00	$ -
Removal of Existing Concrete Paving	0	SY	$ 25.00	$ -
Removal of Existing Culverts (All sizes and Types)	0	LF	$ 7.50	$ -
Installation of New 15" HDPE Culverts	0	LF	$ 35.00	$ -
Regrade of Existing Ditch	0	LF	$ 5.00	$ -
Installation of New Concrete Paving	0	SY	$ 65.00	$ -
Installation of Crushed Rock Driveway	0	CY	$ 85.00	$ -
Installation of HDPE Drain Inlets	0	EA	$ 2,500.00	$ -
		Estimated Construction Cost		$ -

Estimated Construction $ 133,637.50

Total Estimated Construction $ 133,637.50

20% Contingency	$ 26,727.50
Engineering/Permitting	$ 24,054.75
Total Estimated Project Cost	$ 184,419.75

City of Bay St. Louis

City Wide Drainage Opinion of Probable Cost

Ward 5

Blue Meadow Road (Near Hollywood Drive)				
Mobilization	1	LS	$ 15,000.00	$ 15,000.00
Removal of Existing Asphalt Paving	100	SY	$ 25.00	$ 2,500.00
Removal of Existing Culverts (All sizes and Types)	50	LF	$ 7.50	$ 375.00
Installation of New 24" HDPE Culverts	50	LF	$ 45.00	$ 2,250.00
Regrade of Existing Ditch	450	LF	$ 5.00	$ 2,250.00
Installation of New Asphalt Paving	100	SY	$ 65.00	$ 6,500.00
Installation of Crushed Rock Driveway	0	CY	$ 85.00	$ -
Installation of HDPE Drain Inlets	0	EA	$ 2,500.00	$ -
		Estimated Construction Cost		$ 28,875.00
9th St. (North of HWY 90)				
Mobilization	1	LS	$ 5,000.00	$ 5,000.00
Removal of Existing Concrete Paving	450	SY	$ 25.00	$ 11,250.00
Removal of Existing Culverts (All sizes and Types)	800	LF	$ 7.50	$ 6,000.00
Installation of New 15" HDPE Culverts	800	LF	$ 35.00	$ 28,000.00
Regrade of Existing Ditch	900	LF	$ 5.00	$ 4,500.00
Installation of New Concret Paving	450	SY	$ 65.00	$ 29,250.00
Installation of Crushed Rock Driveway	50	CY	$ 85.00	$ 4,250.00
Installation of HDPE Drain Inlets	6	EA	$ 2,500.00	$ 15,000.00
		Estimated Construction Cost		$ 103,250.00
Chapman Road Ditch Crossing				
Mobilization	1	LS	$ 5,000.00	$ 5,000.00
Removal of Existing Asphalt Paving	75	SY	$ 25.00	$ 1,875.00
Removal of Existing Culverts (All sizes and Types)	50	LF	$ 7.50	$ 375.00
Installation of New 24" HDPE Culverts	50	LF	$ 45.00	$ 2,250.00
Regrade of Existing Ditch	750	LF	$ 15.00	$ 11,250.00
Removal of Existing Asphalt Paving	75	SY	$ 65.00	$ 4,875.00
Installation of Crushed Rock Driveway	10	CY	$ 85.00	$ 850.00
Installation of HDPE Drain Inlets	0	EA	$ 2,500.00	$ -
		Estimated Construction Cost		$ 26,475.00
			Estimated Construction	$ 158,600.00
			Total Estimated Construction	$ 158,600.00

20% Contingency	$ 31,720.00
Engineering/Permitting	$ 28,548.00
Total Estimated Project Cost	$ 218,868.00

City of Bay St. Louis

City Wide Drainage Opinion of Probable Cost

Ward 6

Ave B	QTY	UNIT	UNIT PRICE	EXTENSION
Mobilization	1	LS	$ 1,500.00	$ 1,500.00
Install vinyl sheet piling	30	LF	$ 100.00	$ 3,000.00
Install timber support piling	210	LF	$ 20.00	$ 4,200.00
Placement of 610 Stone	4	CY	$ 85.00	$ 340.00
		Estimated Construction		$ 9,040.00
9th St. (Between B Ave and A Ave)				
Mobilization	1	LS	$ 5,000.00	$ 5,000.00
Removal of Existing Concrete Paving	15	SY	$ 25.00	$ 375.00
Removal of Existing Culverts (All sizes and Types)	160	LF	$ 7.50	$ 1,200.00
Installation of New 15" HDPE Culverts	160	LF	$ 35.00	$ 5,600.00
Regrade of Existing Ditch	640	LF	$ 5.00	$ 3,200.00
Installation of New Concrete Paving	15	SY	$ 65.00	$ 975.00
Installation of Crushed Rock Driveway	5	CY	$ 85.00	$ 425.00
Installation of 24" HDPE Drain (To Bayou)	145	LF	$ 45.00	$ 6,525.00
Installation of HDPE Drain Inlets	2	EA	$ 2,500.00	$ 5,000.00
		Estimated Construction		$ 28,300.00
Central Ave (Near HWY 603, South side)				
Mobilization	1	LS	$ 5,000.00	$ 5,000.00
Removal of Existing Concrete Paving	20	SY	$ 25.00	$ 500.00
Removal of Existing Culverts (All sizes and Types)	75	LF	$ 7.50	$ 562.50
Installation of New 15" HDPE Culverts	75	LF	$ 35.00	$ 2,625.00
Regrade of Existing Ditch	150	LF	$ 5.00	$ 750.00
Installation of New Concrete Paving	20	SY	$ 65.00	$ 1,300.00
Installation of Crushed Rock Driveway	0	CY	$ 85.00	$ -
Installation of HDPE Drain Inlets	0	EA	$ 2,500.00	$ -
		Estimated Construction		$ 10,737.50
Central Ave (Near Nile St.)				
Mobilization	1	LS	$ 5,000.00	$ 5,000.00
Removal of Existing Concrete Paving	20	SY	$ 25.00	$ 500.00
Removal of Existing Culverts (All sizes and Types)	100	LF	$ 7.50	$ 750.00
Installation of New 15" HDPE Culverts	100	LF	$ 35.00	$ 3,500.00
Regrade of Existing Ditch	400	LF	$ 5.00	$ 2,000.00
Installation of New Concrete Paving	20	SY	$ 65.00	$ 1,300.00

Installation of Crushed Rock Driveway	0	CY	$ 85.00	$	-
Installation of HDPE Drain Inlets	2	EA	$ 2,500.00	$	5,000.00
		Estimated Construction		$	18,050.00
Sixth St.					
Mobilization	1	LS	$ 5,000.00	$	5,000.00
Removal of Existing Concrete Paving	0	SY	$ 25.00	$	-
Removal of Existing Culverts (All sizes and Types)	50	LF	$ 7.50	$	375.00
Installation of New 15" HDPE Culverts	50	LF	$ 35.00	$	1,750.00
Installation of New 24" HDPE Culvert (Outfall)	100	LF	$ 45.00	$	4,500.00
Regrade of Existing Ditch	2500	LF	$ 5.00	$	12,500.00
Installation of New Concrete Paving	0	SY	$ 65.00	$	-
Installation of Crushed Rock Driveway	100	CY	$ 85.00	$	8,500.00
Installation of HDPE Drain Inlets	2	EA	$ 2,500.00	$	5,000.00
		Estimated Construction		$	37,625.00
Seventh St.					
Mobilization	1	LS	$ 5,000.00	$	5,000.00
Removal of Existing Concrete Paving	0	SY	$ 25.00	$	-
Removal of Existing Culverts (All sizes and Types)	75	LF	$ 7.50	$	562.50
Installation of New 15" HDPE Culverts	75	LF	$ 35.00	$	2,625.00
Installation of New 24" HDPE Culvert (Outfall)	100	LF	$ 45.00	$	4,500.00
Regrade of Existing Ditch	2500	LF	$ 5.00	$	12,500.00
Installation of New Concrete Paving	0	SY	$ 65.00	$	-
Installation of Crushed Rock Driveway	100	CY	$ 85.00	$	8,500.00
Installation of HDPE Drain Inlets	2	EA	$ 2,500.00	$	5,000.00
		Estimated Construction		$	38,687.50
Road 556 and 19th St.					
Mobilization	1	LS	$ 5,000.00	$	5,000.00
Removal of Existing Concrete Paving	60	SY	$ 25.00	$	1,500.00
Removal of Existing Culverts (All sizes and Types)	50	LF	$ 7.50	$	375.00
Installation of New 15" HDPE Culverts	50	LF	$ 35.00	$	1,750.00
Installation of New 24" HDPE Culvert (Outfall)	0	LF	$ 45.00	$	-
Regrade of Existing Ditch	1400	LF	$ 5.00	$	7,000.00
Installation of New Concrete Paving	60	SY	$ 65.00	$	3,900.00
Installation of Crushed Rock Driveway	0	CY	$ 85.00	$	-
Installation of HDPE Drain Inlets	0	EA	$ 2,500.00	$	-
		Estimated Construction		$	19,525.00
Ave B					
Mobilization	1	LS	$ 75,000.00	$	75,000.00
Removal of Existing Concrete Paving	1500	SY	$ 25.00	$	37,500.00

Removal of Existing Culverts (All sizes and Types)	1150	LF	$	7.50	$	8,625.00
Installation of New 15" HDPE Culverts	1150	LF	$	35.00	$	40,250.00
Installation of New 24" HDPE Culvert (Outfall)	2000	LF	$	45.00	$	90,000.00
Regrade of Existing Ditch	30000	LF	$	10.00	$	300,000.00
Installation of New Concrete Paving	1500	SY	$	65.00	$	97,500.00
Installation of Crushed Rock Driveway	1250	CY	$	85.00	$	106,250.00
Installation of HDPE Drain Inlets	0	EA	$	2,500.00	$	-
		Estimated Construction			$	755,125.00
Chapman Road (Near Clara)						
Mobilization	1	LS	$	10,000.00	$	10,000.00
Removal of Existing Concrete Paving	175	SY	$	25.00	$	4,375.00
Removal of Existing Culverts (All sizes and Types)	175	LF	$	7.50	$	1,312.50
Installation of New 15" HDPE Culverts	175	LF	$	35.00	$	6,125.00
nstallation of New 24" HDPE Culvert (Outfall)	100	LF	$	45.00	$	4,500.00
Regrade of Existing Ditch	4000	LF	$	10.00	$	40,000.00
Installation of New Concrete Paving	175	SY	$	65.00	$	11,375.00
Installation of Crushed Rock Driveway	100	CY	$	85.00	$	8,500.00
Installation of HDPE Drain Inlets	0	EA	$	2,500.00	$	-
		Estimated Construction			$	86,187.50
Skyline Road (Raise and add guard rails)						
Installation of Asphalt Pavement	285	Tons	$	80.00	$	22,800.00
Installation of Guardrails	100	LF	$	120.00	$	12,000.00
		Estimated Construction			$	34,800.00
Tahiti St. Improvements						
Installation of Asphalt Pavement	118	Tons	$	80.00	$	9,500.00
Central Ave Roadside Ditch Improvements						
Mobilization	1	LS	$	75,000.00	$	75,000.00
Removal of Existing Concrete Paving	925	SY	$	25.00	$	23,125.00
Removal of Existing Culverts (All sizes and Types)	925	LF	$	7.50	$	6,937.50
nstallation of New 15" HDPE Culverts	925	LF	$	35.00	$	32,375.00
nstallation of New 24" HDPE Culvert (Outfall)	1200	LF	$	45.00	$	54,000.00
Regrade of Existing Ditch	14000	LF	$	10.00	$	140,000.00
Installation of New Concrete Paving	925	SY	$	65.00	$	60,125.00
Installation of Crushed Rock Driveway	250	CY	$	85.00	$	21,250.00
Installation of HDPE Drain Inlets	0	EA	$	2,500.00	$	-
		Estimated Construction			$	412,812.50
Ave B Sheet Pile Wall and Guard Rail						
Installation of Sheet Piles and and Guard Rail	1	LS	$	9,040.00	$	9,040.00

Total Estimated Construction	$ 1,469,430.00
20% Contingency	$ 293,886.00
Engineering/Permitting	$ 264,497.40
Total Estimated Project Cost	$ 2,027,813.40

City Wide Drainage Improvements Plan

August 21, 2018

Ward 1

1. Sports Complex Parking lot culverts - contract
2. Woods Place concrete panels – In house
3. Woods Place swale and trench grating – In house
4. Dan M. Russell Drive culverts – In house
5. Esplanade Ave. - contract
6. Highland Drive - contract

Ward 2

1. St. John St. - contract
2. Dunbar Ave (near MS Power) - contract
3. Carroll Ave curb and gutter (400 block) - contract
4. Demontluzin Ave (between Necaise and Dunbar) - contract
5. State St. and Demontluzin Ave. near Beach Blvd, 1st block - contract
6. Genin St. at the Service Road, collapse culvert at junction box – in house
7. Sink Hole Near Dominoes - MDOT
8. Ulman Ave - contract
9. Second St. at City Park St. - contract
10. State St. at Dunbar Ave - contract

Ward 3

1. Easterbrook St. - contract
2. Sycamore St. - contract
3. Keller St. (ditch cleaning) – In house
4. Depot District Sinkhole (across from Sideways Bar) – In house
5. Senior Center Drain (near Bookter St.) – In house
6. Washington St. (near Michael and Cathy Drive) – In house
7. St. John St. - contract

Ward 4

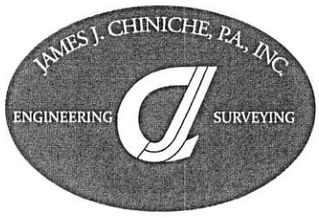
1. Shieldsboro Subdivision sink holes – drainage has not been turned over to the city
2. Pecan Park Drive swales – In house
3. Romoneda St. and Third St. – In house
4. Bay Oaks Ditch – In house
5. Turner St. and Old Spanish Trail - contract
6. Suebe St. and 7th St. - contract
7. Gladstone St. - contract
8. Spanish Acres Drive – contract (paving)
9. Easy St. – In house

Ward 5

1. Blue Meadow Road (near Hollywood Drive) - contract
2. 9th St. (north of HWY 90) - contract
3. Chapman Road at ditch crossing - contract
4. Pontiac St. and Cadillac St. – in house
5. Longfellow Road at ditch crossing -in house
6. Cain Drive Cross drain – in house

Ward 6

1. Ave B Culvert
2. Elain Dr. side laterals – in house
3. 19th St.
4. Central Ave, near HWY 603
5. Central Ave and Nile St.
6. Sixth St.
7. Seventh St.
8. Road 560 and 19th St.
9. 19th St. and Ave. B
10. Ave B, south side near bayou
11. Ave B, north side near bayou
12. Chapman Road and Clara
13. Skyline Road (raise and add guard rails)
14. Tahiti St. (raise and add guard rails)
15. Central Ave ditch improvements
16. B Ave ditch improvements
17. Washington St. cross drain and ditch improvements (Main Drain 28)



September 10, 2018

Mayor Mike Favre
City of Bay St. Louis, MS

RE: HWY 90 Lighting Modifications Project – Change Order #2 to Commercial Electric of Long Beach

Dear Mayor Favre,

Please accept this letter as our recommendation to approve the attached Change Order #2 to Commercial Electric of Long Beach, Inc.

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

Sincerely,

Jason Chiniche, P.E.

Jason Chiniche, PE

Attachment

412 HWY 90 Suite 4 · Bay St. Louis, MS 39520 · O: 228-467-6755 · F: 228-466-4643

Exhibit "H"
September 18, 2018

Change Order No. 2

Date of Issuance:	September 10, 2018	Effective Date: 9/10/2018
Owner:	City of Bay Saint Louis	MDOT Contract No.: HSIP-0003-01(192); LPA107127/2015000
Contractor:	Commercial Electric of Long Beach, Inc.	Contractor's Project No.:
Engineer:	Chiniche Engineering & Surveying	Engineer's Project No.: 17-032
Project:	Hwy 90 Lighting Modification Project	Contract Name:

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

Description:

1. Due to previously approved MDOT modifications, Commercial Electric is requesting 5 additional work days be added to the contract time to accommodate the installation of additional light poles.

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: Jason Chiniche, P.E.	By:	By:
Engineer	Owner	Contractor
Title: Project Manager	Title	Title: President
Date: 09/10/2018	Date	Date: 9-11-18

Approved by Funding Agency

By: _____ Date:

Title: _____

Mayor Michael Favre
688 Hwy 90
Bay Saint Louis, MS 38520

September 11, 2018

RE: Hwy 90 Lighting Modifications
HSIP-0003-01(192); 107127-2015000
Hancock County
Supplemental Agreement Request #1 Engineering
Revised Cost for Extra Contract Hours and Plan Modifications

Dear Mayor Favre,

James J. Chiniche. P.A., Inc. requests a supplemental agreement to the Roadway Lighting Utility Agreement for HSIP-0003-01(192); 107127-2015000. Supplemental Agreement #1 Engineering is requested due to several changes in the original contract.

1. Due to previously required MDOT modifications, we are requesting and additional $5,000 for engineering design and construction management services to our existing engineering contract. These additional services are required to facilitate revised design documents and construction observation for the additional light standards which required removal by MDOT.

Let me know if you have any questions or need any additional information regarding this matter. You may contact me at (228) 467-6755 or jason@jjc-eng.com.

Sincerely,

Jason Chiniche, P.E.

Jason Chiniche, P.E.

Exhibit "I"
September 18, 2018

RECEIVED
SEP 14 2018
BY: Jet email JC
mtg 9-18-18

AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES

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

City Of Bay St. Louis (BSL) ("Owner") and

James J. Chiniche, P.A. Inc. (JJC) ("Engineer").

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

("Project").

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

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

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

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

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

B. Owner shall pay Engineer as set forth in Article 2 and Exhibit C.

C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer

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Exhibit "J"
Sept 18 2018

pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

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

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

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

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

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

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

3.02 *Time for Completion*

A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable. Contract duration shall include be for a 3 year period (FY 19, FY 20 and FY 21).

B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, may be adjusted equitably.

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

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

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

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its

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invoices to Owner on a monthly basis. Invoices are due and payable within 45 days of approval.

ARTICLE 5 – *DISPUTED INVOICES:* IF OWNER DISPUTES AN INVOICE, EITHER AS TO AMOUNT OR ENTITLEMENT, THEN OWNER SHALL PROMPTLY ADVISE ENGINEER IN WRITING OF THE SPECIFIC BASIS FOR DOING SO, MAY WITHHOLD ONLY THAT PORTION SO DISPUTED, AND MUST PAY THE UNDISPUTED PORTION SUBJECT TO THE TERMS OF PARAGRAPH 4.01.

ARTICLE 6 – OPINIONS OF COST

6.01 *Opinions of Probable Construction Cost*

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

6.02 *Designing to Construction Cost Limit*

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

ARTICLE 7 – GENERAL CONSIDERATIONS

7.01 *Standards of Performance*

A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation..

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

D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information

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ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

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

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

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

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

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

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

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

F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.

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

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

I. The Engineer does not guarantee the performance of any contractor.

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

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

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

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

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

7.02 *Design Without Construction Phase Services*

A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services.

7.03 *Use of Documents*

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

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

C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;.

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

7.04 *Electronic Transmittals*

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

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

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

7.05 *Insurance*

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

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

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

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

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

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periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

7.06 *Suspension and Termination*

A. *Suspension:*

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

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

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

1. For cause,

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

   b. by Engineer:

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

      2) upon seven days written notice if or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.

   c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

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

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

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D. *Payments Upon Termination:*

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

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

7.07 *Controlling Law*

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

7.08 *Successors, Assigns, and Beneficiaries*

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

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

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

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

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

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7.09 *Environmental Condition of Site*

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

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

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

D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.

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

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

7.10 *Indemnification and Mutual Waiver*

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

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

7.11 *Records Retention*

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

7.12 *Miscellaneous Provisions*

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

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

C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

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

ARTICLE 8 – DEFINITIONS

8.01 *Defined Terms*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

B. *Day*:

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

ARTICLE 9 – EXHIBITS AND SPECIAL PROVISIONS

9.01 *Exhibits Included:*

A. Exhibit A, Engineer's Services.

B. Exhibit B, Owner's Responsibilities.

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

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

E. Exhibit E, Notice of Acceptability of Work.

F. Exhibit G, Insurance.

G. Exhibit I, Limitations of Liability.

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

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9.02 *Total Agreement*

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

9.03 *Designated Representatives*

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

9.04 *Engineer's Certifications*

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

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;

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

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

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

Owner: City of Bay St. Louis

By:
Print name: Mike Favre
Title: Mayor
Date Signed:

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

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

Engineer: James J. Chiniche, P.A. Inc.

By:
Print name: Jason Chiniche, P.E.
Title: Project Manager
Date Signed:

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

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

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

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

Engineer's Services

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

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

PART 1 – BASIC SERVICES

A1.01 *Preliminary Design Phase*

A. After acceptance by Owner of the Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions of for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design instructions, or specific modifications to the Project, and (2) upon written authorization from Owner, Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.

2. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.

3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.

4. Visit the Site as needed to prepare the Preliminary Design Phase documents.

5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.

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6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.

7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.

8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.

9. Perform or provide the following other Preliminary Design Phase tasks or deliverables:

10. Furnish [ ] review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within [ ] days of authorization to proceed with this phase, and review them with Owner. Within [ ] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.

11. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner [ ] copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within [ ] days after receipt of Owner's comments.

~~B.~~ Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase

A1.02 *Final Design Phase*

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

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.

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2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.

3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.

4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.

5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.

6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.

7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.

~~8.~~ Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.

9. Perform or provide the following other Final Design Phase tasks or deliverables:

10. Furnish for review by Owner, its legal counsel, and other advisors, 2 copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within 60 days of authorization to proceed with the Final Design Phase, and review them with Owner. Within 7 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.

11. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit 3 final copies of such documents to Owner within 10 days after receipt of Owner's comments and instructions.

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B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.

C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.

D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement 1. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.03 *Bidding or Negotiating Phase*

A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.

2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.

3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.

4. Consult with Owner as to the qualifications of prospective contractors.

5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.

6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by

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

7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.

8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.

9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables:

B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.04 *Construction Phase*

A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.

3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.

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4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.

5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.

6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.

7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.

9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:

    a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

    b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and

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

10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.

11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.

12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

13. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.

14. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.

15. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.

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16. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.

17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.

18. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.

19. *Inspections and Tests:*

    a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

    b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.

    c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

20. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

21. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:

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a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.

23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion.

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

24. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

25. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

PART 2 – ADDITIONAL SERVICES

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

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

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

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

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

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

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

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

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

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

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

    c. preparation of appraisals;

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

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

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

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

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

10. Providing the following services:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25. Overtime work requiring higher than regular rates.

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

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

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

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

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

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

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

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

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

4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes

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during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.

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

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

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

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

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

Owner's Responsibilities

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

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

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

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

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

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

1. Property descriptions.

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

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3. Utility and topographic mapping and surveys.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 *Compensation for Basic Services – Monthly Retainer*

A. Owner shall pay Engineer (Jason Chiniche, PE, MBA, CFM) a Monthly Retainer of $1,000 for services listed below:
   a. As needed coordination with Mayor, Public Works Department, Building Department, Utility Department, Planning and Zoning.
   b. Engineer shall also provide Certified Flood Plain Management assistance and Community Rating System assistance.
   c. Technical coordination and assistance with Public Works and Utility Department - type grant applications.

B. Scanning and digitally formatting public works and building department plans shall include plans in good condition suitable for roller type scanner. Any plans requiring table top scanning shall be performed by an outside source. Cost for scanning and digitally formatting/saving (PDF) plans shall be $50 per set up to 25 full size sheets. Additional fee of $10 per each additional 25 sheets shall be assessed for full size plans over 25 sheets.

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

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, as follows:

1. A Lump Sum amount of $0.00 based on the following estimated distribution of compensation:

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

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

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

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

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

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

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

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

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

1. *Resident Project Representative Services*: For services of Engineer's Resident Project Representative, if any, under Paragraph A1.05 of Exhibit A. The Lump Sum includes compensation for the Resident Project Representative's services. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, and expenses (other than any expressly allowed Reimbursable Expenses) related to the Resident Project Representative's Services.

2. *Resident Project Representative Schedule:* The RPR amount set forth in Paragraph C2.04.A.1 above is based on part-time RPR services, Monday through Friday over a 60 work day construction schedule. Modifications to the schedule shall entitle Engineer to an equitable adjustment of compensation for RPR services.

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

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

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

A. Owner shall pay Engineer for Additional Services, if any, as follows:

1. *General*: For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.

B. *Compensation For Reimbursable Expenses:*

C. *Other Provisions Concerning Payment for Additional Services:*

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.

2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

4. Additional services shall also include an allowance of up to $5,000 for support during construction phase of engineer's sub-consultant. These services will only be utilized with prior approval of engineer.

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

Reimbursable Expenses Schedule

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

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

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

Standard Hourly Rates Schedule

A. *Standard Hourly Rates:*

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

2. The Standard Hourly Rates apply only as specified in Article C2.

B. *Schedule:*

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

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

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

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

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

ARTICLE 1 - SERVICES OF ENGINEER

D1.01 *Resident Project Representative*

A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.

B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.

C. The duties and responsibilities of the RPR are as follows:

1. *General:* RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.

2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.

3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings

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(but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.

5. *Liaison:*

    a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.

    b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.

    c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,

7. *Shop Drawings and Samples:*

    a. Record date of receipt of Samples and Contractor-approved Shop Drawings.

    b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.

    c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.

8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.

9. *Review of Work; Defective Work:*

    a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected,

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

b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work. ; and

c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

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

a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.

b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.

c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.

e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records*:

a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.

b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.

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d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

e. Maintain records for use in preparing Project documentation.

f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. *Reports:*

a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.

d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

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

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

15. *Completion*:

a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.

b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

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c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

D. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).

2. Exceed limitations of Engineer's authority as set forth in this Agreement.

3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.

5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.

6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.

7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.

8. Authorize Owner to occupy the Project in whole or in part.

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

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

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NOTICE OF ACCEPTABILITY OF WORK

PROJECT:

OWNER:

CONTRACTOR:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To: _____
Owner

And To: _____
Contractor

From: _____
Engineer

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

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

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

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.

2. This Notice reflects and is an expression of the Engineer's professional opinion.

3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.

4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project

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

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

6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

By: _____

Title: _____

Dated: _____

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

Insurance

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

G6.05 *Insurance*

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

1. By Engineer:

a. Workers' Compensation: Statutory

b. Employer's Liability --

1) Bodily injury, each accident: $ 1,000,000.00
2) Bodily injury by disease, each employee: $ 1,000,000.00
3) Bodily injury/disease, aggregate: $ 1,000,000.00

c. General Liability --

1) Each Occurrence (Bodily Injury and Property Damage): $ 1,000,000.00
2) General Aggregate: $ 2,000,000.00

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

$1,000,000.00

e. Professional Liability –

1) Each Claim Made $ 1,000,000.00
2) Annual Aggregate $ 1,000,000.00

2. By Owner:

a. Workers' Compensation: Statutory

b. Employer's Liability --

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

c. General Liability --

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

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

$[ ]

e. Other (specify): $[ ]

B. *Additional Insureds:*

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

a. James J. Chiniche, P.A. Inc.
Engineer

b. Sub-consultants as needed

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

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

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

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement:

Owner:

Engineer:

Project:

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

____ Additional Services to be performed by Engineer

____ Modifications to services of Engineer

____ Modifications to responsibilities of Owner

____ Modifications of payment to Engineer

____ Modifications to time(s) for rendering services

____ Modifications to other terms and conditions of the Agreement

Description of Modifications:

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

Agreement Summary:

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

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

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

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

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

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BAY SAINT LOUIS
A PLACE APART

RECEIVED
SEP 14 2018
BY: let mintrag
mtg 9-18-18

MEMO

Date: September 14, 2018

To: Bay St. Louis City Council

From: Mayor Michael Favre

Re: Vision Insurance

The carrier for the Vision Insurance will be changing, effective October 1, 2018, from Superior Vision to Unum. As you will see below, Unum rates are lower. Unum also provides a wider range of providers (see attached).

IN NETWORK	CURRENT	PROPOSED
Benefits	**Superior Vision**	**Unum**
Exam/Material Co-Pay	$10 / $25	$ 10 / $25
Contact Lens Fitting (Standard & Specialty)	$30 co-pay	$25 co-pay
Frequency (Exms/Lns/Frms)	**12 / 12 / 24**	**12 / 12 / 24**
Rates		
Employee	$6.14	$5.81
Employee + Spouse	$11.23	$10.62
Employee + Child(ren)	$11.23	$10.62
Employee + Family	$18.95	$18.29
Rate Guarantee	1 year	4 years
Participation Requirements		Quote assumes 50%

Exhibit "K"
September 18, 2018

Administered by:
AlwaysCare
a member of the Unum Group family of licensed insurers

GROUP INSURANCE APPLICATION
Underwritten by: Starmount Life Insurance Company

Application is hereby made to the Company (Starmount Life Insurance Company) on the basis of the information contained in this application, the group risk specifications, the enrollment data, and available experience data. The application in its entirety, and any required additional information, is subject to Home Office approval before insurance can become effective.

Once approved, the application will be attached to and made part of the Group Policy(ies). Insurance will become effective on the requested effective date shown below, unless written notice of a different effective date is sent.

If this application is not approved, no insurance is in effect at any time, and any deposit premium AlwaysCare has received will be returned.

This application is made with the following deposit premium. The premium amount is estimated, as the amount due for the first month, and will be applied toward the first premium on the proposed Group Policy(ies): $ _____
Any underwriting requirements for enrollment must be met before insurance can become effective.

Legal Name of Group City of Bay St Louis
Physical Address 688 Highway 90
City\State\Zip Bay Saint Louis MS 39520
Billing Address (If different) _____
City\State\Zip _____
Federal Tax ID _____
Total # Members: _____ **# Eligible:** _____ # of Members with Dependents: _____
Group Effective Date: 10/1/2018 / _____

Contact for Administration & Eligibility: _____
Phone: (_____) _____
Fax: (_____) _____
E-mail Address: _____
Contact for Billing _____
Phone: (_____) _____
Fax: (_____) _____
E-mail Address: _____

PRODUCT SELECTION (If Multiple Options for a Product are offered, List Product(s) and Options under Notes at bottom of Page 2.)
Please provide copies of Prior Policy and Certificate(s) for Products replacing prior coverage.

Dental, Vision Underwritten by Starmount Life Insurance Company	**Plan Year**	**Employer Contribution (Show % Paid by Employer)**	
		Employee	**Dependents**
☐ **DENTAL Insurance** ☐ Orthodontics Coverage (Under age 19 only) ☐ Hearing Rider (if not included with Vision) ☐ Carryover Rider ☐ Cosmetic Services Rider	○ Policy Year ◉ Calendar Year	_____	_____
☑ **VISION Insurance** ☐ Hearing Rider ☐ Safety Glasses Rider	○ Policy Year ◉ Calendar Year	0	0

Eligibility: Permanent, Full-time Employees working at least 30 hours (Standard) or _____ (other) per week are eligible for coverage.

An eligible Employee must have been Actively at Work on a Full-time basis for _____ Month in order to be eligible for coverage.

Coverage becomes effective: ○ **the first of the month following Eligibility** ○ **immediately following Eligibility**
For non-Employer Groups, a Member in good standing with the Policyholder.

An eligible Dependent must be less than _____ years old. (For Dependent Life, eligible Dependents must be less than ___/___ years old.

Participation: Depending on group size and coverage elected, specific participation requirements may apply. Participation must be met before insurance can be effective and must be maintained continuously while insurance is in force to prevent cancellation of coverage.

I understand and agree that audits will be made by the Company now and in the future to verify the number and names of Full-time Employees/Members of this group. I will furnish with application, and upon any future request, a current census and State Quarterly Unemployment Tax Report, and any other information requested.

Please see Page 2 for signature

IMPORTANT NOTES: Takeover provisions may not apply unless Proof of Prior like coverage is submitted and approved by Underwriting. Unless agreed to otherwise, membership cards, welcome letters and coverage summaries are printed and provided in a single package following group approval. The certificate of coverage, group policy, administration manuals and other information will be provided on a customized, group-specific CD-ROM to enable the Policyholder to distribute via email or printouts to all enrolled Members. Members may also print ID Cards and certificates by visiting our website at www.AlwaysCareBenefits.com.

Monthly Administration Fee: I understand there is an overall **$5.00** monthly administrative billing charge for groups with less than 10 Employees enrolled in any product. Fee is waived if 10 or more Employees are enrolled in Dental or Vision.

Please send Membership Materials and Enrollment Materials to: _____.
(Email address)

Please send Member ID Cards to:
◯Group Attn: _____ ◯Broker/Agent ◯Member Mailing Address

Under ERISA (Employee Retirement Income Security Act of 1974), it is required that there be a named fiduciary for each employee benefit plan. It is understood that the undersigned Employer is the named fiduciary for each employee benefit plan. I understand and agree that if, on the effective date, an employee is not in permanent full-time active work or unable to perform usual and customary duties, coverage will not be effective until the employee returns to an active eligible status. I hereby certify that the information provided herein is true and complete to the best of my knowledge and that I have read and understand this form.

The information contained herein describes the essential provisions of the elected coverage(s) discussed between the above client and the Company representative. By signing this form, both parties agree that these are the essential provisions the client is purchasing. The details of this form may be changed by either party with mutual agreement.

The applicant understands that the requested group insurance will:

a. be issued only if the requested insurance is acceptable to the Company and is legally permissible;
b. be issued under a group Policy or Policies in the language customarily used by the Company;
c. be subject to the Company's usual underwriting requirements (including Evidence of Insurability, if applicable);
d. be subject to all exclusions and limitations of the policy; and take effect on the date determined by the Company.

The Applicant understands that no agent or broker has the authority to guarantee the acceptability of the requested insurance. The effective date of insurance for which an employee is required to submit satisfactory Evidence of Insurability will be determined in accord with the Policy's terms. The Actively at Work requirement will apply. The applicant agrees not to:

a. collect or pay premiums (other than the Binder Premium) for such insurance, before receiving the Company's notice of approval; or
b. distribute material describing Policy coverage to persons to be insured, without the Company's prior written consent.

WARNING: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

Applicant Signature: _____ _____ ____/____/____
Name Title Date

Agent Signature: John T. Lockard Sep 11, 2018
John T. Lockard (Sep 11, 2018) Date

Agent Information	Appointment with Starmount Life on file with AlwaysCare	Licensed in Domicile of Group
Agent: John Lockard	☒ Yes ☐ No (If No, please attach Paperwork)	☐ Yes ☒ No
Agency: Lockard & Williams Ins	☒ Yes ☐ No (If No, please attach Paperwork)	☐ Yes ☒ No
Gen. Agent (If Applicable)	☐ Yes ☐ No (If No, please attach Paperwork)	☐ Yes ☐ No
Address: 1505 Jackson Ave	Agent Phone: 228-762-2500	Agent Fax: 228-769-0401
City/State/Zip Pascagoula, MS 39567	Agent Email Address: john@lockardandwilliams.com	
Commissions Payable to: ☐ Agent ☒ Agency	**Tax ID # for Commissions:** 64-0799479	

TO BE COMPLETED BY ALWAYSCARE BENEFITS		
Group Code:	**Account Manager Name:**	
SIC Code:	**Account Manager Signature:**	**Date:**
NOTES (Specify Multiple Option Products if offered):		



GROUP MASTER APPLICATION COMPENSATION DISCLOSURE INSERT

Your insurance or benefits advisor can offer you advice and guidance as you select the policy and provider most appropriate for your needs. At Unum we recognize the important role these professionals play in the sale of our products and services and offer them a variety of compensation programs. Your advisor can provide you with information about these programs as well as those available from other providers. We support disclosure of broker compensation so that customers can make an informed buying decision.

Brokers may be eligible to receive Base Commissions as well as Supplemental Commissions from Unum.

Unless you have agreed in writing to compensate the broker differently, Unum provides Base Commissions to all brokers in connection with the sale of an insurance policy. Base Commissions are a fixed percentage of the policy premium, and may include a one time, first year, flat amount for each policy sold. Base Commissions are paid by Unum to the broker(s) on your policy. In some circumstances, broker(s) may be eligible to receive commissions on your policy even after a broker of record change has occurred.

A broker may also qualify for Supplemental Commissions paid by Unum. For group insurance products, Supplemental Commissions may be paid as a fixed percentage of total eligible group insurance premiums. The Supplemental Commission rate depends on the total dollar amount of all eligible premiums or number of group policies that the broker had in force with Unum in the prior calendar year. The Supplemental Commission rate may range from 0% to 13.80% of total premiums paid.

Supplemental Commissions may be calculated differently for other insurance products. The premium you pay is not impacted whether or not your broker receives Supplemental Commissions.

If you would like additional information about the range of compensation programs our company offers for your group insurance policy or any other Unum insurance product, you can find more details at www.unum.com. Should you have other questions not addressed by the website, including the Supplemental Commission percentage applicable to your broker, or if you want to speak to us directly about broker compensation, please call 1-800-ASK-UNUM (1-800-275-8686).

Unum Group, Inc is providing this notice on behalf of its insuring subsidiaries.

Unum is a registered trademark and marketing brand of Unum Group and its insuring subsidiaries.

1052-05 (01/16)

Unum Vision Providers

WalMart Vision Center #1195 - 0 Miles
460 Highway 90
Waveland, MS 39576-2508
Phone: (228) 466-6279
Provides: Materials Only (Glasses and Contacts)

Phillip King
King Eye Associates - 0 Miles
460 Highway 90
Waveland, MS 39576-2508
Phone: (228) 466-6279
Provides: Exam and Contacts Only

Dannette King
King Eye Associates - 0 Miles
460 Highway 90
Waveland, MS 39576-2508
Phone: (228) 466-6279
Provides: Exam and Contacts Only

Joseph Gregory
See Side Optical Inc #2 - 5 Miles
5405 Indian Hill Blvd
Diamondhead,
MS 39525-3324
Phone: (228) 255-8585
Provides: Exam and Materials (Glasses and Contacts)

WalMart Vision Center #5079 - 12 Miles
1617 E Beach Blvd
Pass Christian,
MS 39571-4914
Phone: (228) 452-7704
Provides: Materials Only (Glasses and Contacts)

James Westbrook
James Westbrook OD - 12 Miles
1617 E Beach Blvd
Pass Christian,
MS 39571-4914
Phone: (228) 452-7704
Provides: Exam and Contacts Only

Jason Wilson
Precision Vision - 15 Miles
202 E Railroad St
Long Beach, MS 39560-4627
Phone: (228) 868-2020
Provides: Exam and Materials (Glasses and Contacts)

Max Edrington
Precision Vision - 15 Miles
202 E Railroad St
Long Beach, MS 39560-4627
Phone: (228) 868-2020
Provides: Exam and Materials (Glasses and Contacts)

Coastal Family Health Center
Coastal Family Health Center - 19 Miles
15024 MLK Blvd
Gulfport, MS 39501-8306
Phone: (228) 374-2494
Provides: Exam and Materials (Glasses and Contacts)

Melissa Parker
Melissa S Parker OD PLLC - 19 Miles
39142 Natchez Dr
Slidell, LA 70461-2142
Phone: (985) 641-8572
Provides: Exam Only

Jeffrey Perez
Coastal Family Health Center - 19 Miles
15024 MLK Blvd
Gulfport, MS 39501-8306
Phone: (228) 374-2494
Provides: Exam and Materials (Glasses and Contacts)

Roderick Fields
The Eye Clinic PA - 19 Miles
1900 23rd Ave
Gulfport, MS 39501-2965
Phone: (228) 864-2633
Provides: Exam and Materials (Glasses and Contacts)

Mandi Smith
The Eye Clinic PA - 19 Miles

William Malone
Coastal Family Health Center - 19 Miles

Ashley Anderson
Coastal Family Health Center - 19 Miles

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1900 23rd Ave
Gulfport, MS 39501-2965
Phone: (228) 864-2633
Provides: Exam and Materials (Glasses and Contacts)

WalMart Vision Center #553 - 19 Miles
39142 Natchez Dr
Slidell, LA 70461-2142
Phone: (985) 641-8572
Provides: Materials Only (Glasses and Contacts)

The Optical Center - 20 Miles
2160 Gause Blvd E Ste 101
Slidell, LA 70461-4227
Phone: (985) 288-4464
Provides: Materials Only (Glasses and Contacts)

Paul Williston
Belk Eye Clinic - 20 Miles
12199 Highway 49 Ste 100a
Gulfport, MS 39503-3167
Phone: (228) 832-1832
Provides: Exam and Materials (Glasses and Contacts)

Jennifer Vallelungo
O'Byrne Eye Clinic - 20 Miles
2160 Gause Blvd E
Slidell, LA 70461-4227
Phone: (985) 624-5573
Provides: Exam and Contacts Only

15024 MLK Blvd
Gulfport, MS 39501-8306
Phone: (228) 374-2494
Provides: Exam and Materials (Glasses and Contacts)

Lionel Boudreaux
Ochsner Clinic Slidell - 19 Miles
2750 Gause Blvd E
Slidell, LA 70461-4149
Phone: (985) 639-3777
Provides: Exam and Materials (Glasses and Contacts)

Craig Belk
Belk Eye Clinic - 20 Miles
12199 Highway 49 Ste 100a
Gulfport, MS 39503-3167
Phone: (228) 832-1832
Provides: Exam and Materials (Glasses and Contacts)

Marilu O'byrne
O'Byrne Eye Clinic - 20 Miles
2160 Gause Blvd E
Slidell, LA 70461-4227
Phone: (985) 624-5573
Provides: Exam and Contacts Only

Jeffrey Perez
Perez Vision Clinic - 20 Miles
15312 Dedeaux Rd
Gulfport, MS 39503-3123
Phone: (228) 832-1247
Provides: Exam and

15024 MLK Blvd
Gulfport, MS 39501-8306
Phone: (228) 374-2494
Provides: Exam and Materials (Glasses and Contacts)

Kimberly Benigno
Kern Optical - 20 Miles
15277 Creosote Rd
Gulfport, MS 39503-4233
Phone: (228) 864-4397
Provides: Exam Only

Allen Kosan
Tri-County Eye Clinic - 20 Miles
15122 Dedeaux Rd
Gulfport, MS 39503-3120
Phone: (228) 832-1242
Provides: Exam and Materials (Glasses and Contacts)

Dannette King
Kern Optical - 20 Miles
15277 Creosote Rd
Gulfport, MS 39503-4233
Phone: (228) 864-4397
Provides: Exam Only

WalMart Vision Center #969 - 20 Miles
9350A Highway 49
Gulfport, MS 39503
Phone: (228) 864-1055
Provides: Materials Only (Glasses and Contacts)

Materials (Glasses and Contacts)

Philip Bertucci
Tri-County Eye Clinic - 20 Miles
15122 Dedeaux Rd
Gulfport, MS 39503-3120
Phone: (228) 832-1242
Provides: Exam and Materials (Glasses and Contacts)

Leonard Maiolatesi
Leonard M Maiolatesi OD - 20 Miles
9350A Highway 49
Gulfport, MS 39503
Phone: (228) 863-1859
Provides: Exam and Contacts Only

Debra Laprad
Kern Optical - 20 Miles
15277 Creosote Rd
Gulfport, MS 39503-4233
Phone: (228) 864-4397
Provides: Exam Only

Jay Fuller
Tri-County Eye Clinic - 20 Miles
15122 Dedeaux Rd
Gulfport, MS 39503-3120
Phone: (228) 832-1242
Provides: Exam and Materials (Glasses and Contacts)

Sam's Club Optical #8236 - 20 Miles
10431 Old Highway 49
Gulfport, MS 39503-4118
Phone: (228) 832-8399
Provides: Materials Only (Glasses and Contacts)

William Barker
Crossroads Family Eyecare - 20 Miles
15218A Crossroads Pkwy
Gulfport, MS 39503-3564
Phone: (228) 832-8808
Provides: Exam Only

Eyemart Express #59 - 20 Miles
15218A Crossroads Pkwy
Gulfport, MS 39503-3564
Phone: (228) 832-8808
Provides: Materials Only (Glasses and Contacts)

Rainna Bahadur
Kern Optical - 20 Miles
15277 Creosote Rd
Gulfport, MS 39503-4233
Phone: (228) 864-4397
Provides: Exam Only

Kern Optical
Eye Associates of the South - 20 Miles
15277 Creosote Rd
Gulfport, MS 39503-4233
Phone: (228) 864-4397
Provides: Materials Only (Glasses and Contacts)

Jasper Mccullough
Tri-County Eye Clinic - 20 Miles
15122 Dedeaux Rd
Gulfport, MS 39503-3120
Phone: (228) 832-1242
Provides: Exam and Materials (Glasses and Contacts)

Joel Knight
Kern Optical - 20 Miles
15277 Creosote Rd
Gulfport, MS 39503-4233
Phone: (228) 864-4397
Provides: Exam Only

Jennifer Moncada
O'Byrne Eye Clinic - 20 Miles
2160 Gause Blvd E
Slidell, LA 70461-4227
Phone: (985) 624-5573
Provides: Exam and Contacts Only

Kraig Stasney
Advanced Eyecare - 21 Miles
64185 Highway 41

Dapremont Eye Specialist-Laser Surgery - 21 Miles
428 Courthouse Rd

Crystal Gueldner
Advanced Eyecare - 21 Miles
64185 Highway 41

Pearl River, LA 70452-3672
Phone: (985) 250-8000
Provides: Exam and Materials (Glasses and Contacts)

Hedy Walker Benefield Eye Care PC - 21 Miles
14225 Dedeaux Rd
Gulfport, MS 39503-3369
Phone: (228) 328-0972
Provides: Exam and Materials (Glasses and Contacts)

Lindsey Brewer Advanced Eyecare - 21 Miles
64185 Highway 41
Pearl River, LA 70452-3672
Phone: (985) 250-8000
Provides: Exam and Materials (Glasses and Contacts)

Lindsey Brewer Advanced Eyecare LLC - 22 Miles
5 Alex Pl
Picayune, MS 39466
Phone: (601) 799-0707
Provides: Exam and Materials (Glasses and Contacts)

Gulfport, MS 39507-1867
Phone: (877) 576-2020
Provides: Laser Surgery Provider

WalMart Vision Center #970 - 21 Miles
235 Frontage Rd
Picayune, MS 39466-7587
Phone: (601) 798-0103
Provides: Materials Only (Glasses and Contacts)

QualSight LASIK - 21 Miles
CALL TO SAVE
Gulfport, MS
Phone: (866) 979-9601
Provides: Laser Surgery Provider

Koleman Finkelstein VisionWorks #217 - 22 Miles
1856 Lindberg Dr Ste B
Slidell, LA 70458
Phone: (985) 641-7722
Provides: Exam and Materials (Glasses and Contacts)

Pearl River, LA 70452-3672
Phone: (985) 250-8000
Provides: Exam and Materials (Glasses and Contacts)

Donald Benefield Benefield Eye Care PC - 21 Miles
14225 Dedeaux Rd
Gulfport, MS 39503-3369
Phone: (228) 328-0972
Provides: Exam and Materials (Glasses and Contacts)

Jarrad Berry Advanced Eyecare - 21 Miles
64185 Highway 41
Pearl River, LA 70452-3672
Phone: (985) 250-8000
Provides: Exam and Materials (Glasses and Contacts)

We offer access to several quality national eye care networks. This Provider Listing shows only a sample of our entire network. The specific providers selected for each plan may vary from those listed here. Members should log in to AlwaysAssist to see the providers that accept their plan. We encourage you to contact us or your selected provider prior to visiting their location.

Safeco Insurance™
A Liberty Mutual Company

Safeco Insurance Company of Illinois

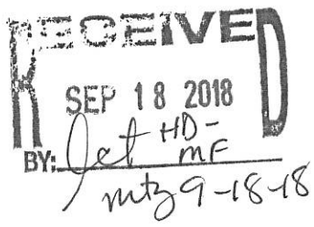
Mailing Address:
P.O. Box 515097
Los Angeles, CA 90051

Phone: (800) 332-3226
(214) 396-7003
Fax: (888) 268-8840

August 29, 2018

[SEND UPS OVERNIGHT]

City Of Bay St Louis
688 Hwy 90
Attn: Jamie
Bay St Louis, MS 39520



Claim Number:	912002296002
Insured Name:	Leigh Greer Bradley D Greer
Date of Loss:	June 12, 2018
Policy Number:	F3084879
Underwriting Company:	Safeco Insurance Company of Illinois

To Whom It May Concern:

Please take a moment to read this entire letter as it will fully explain how your total loss will be handled. It is important that you understand this process so that we are able to pay your claim as quickly as possible.

The value of your 2007 FORD F150XL 1FTRF12WX7NA83625, as indicated below, was determined based on similar vehicles for sale in your local market, considering pre-accident condition, accessories, options, and mileage.

	Company Retains	Owner Retains
Actual Cash Value	$9,106.00	$9,106.00
Sales Tax @ 5.00%	$455.30	$455.30
Title Transfer Fee	$9.00	$9.00
Unused Registration	$0.00	$0.00
Additional Fees Owed	$0.00	$0.00
Less Deductible:	$0.00	$0.00
Less Salvage	N/A	$2,435.00
Total Payment:	$9,570.30	$7,135.30

We understand at this time that you have not yet decided whether you intend to retain the salvage of your 2007 FORD F150XL 1FTRF12WX7NA83625.

If you decide to keep the vehicle:

- Please contact us before September 05, 2018.

Exhibit "L"
September 18, 2018

CERTIFICATE OF TITLE

Form 79-001-05-7-1-000

STATE OF MISSISSIPPI

ORIGINAL

VEHICLE IDENTIFICATION NUMBER	MAKE	YEAR	MODEL	BODY	TITLE NUMBER
1FTRF12WX7NA83625	FORD	2007	F15	PK	E612054-01

TITLE DATE	DATE OF FIRST SALE FOR USE NEW ONLY	NO. CYL.	NEW / USED	TYPE OF VEHICLE	PASS. OR GVW
08082007	07132007	08	X	TRUCK	000

RECEIVED
SEP 18 2018
BY: Jet HD-
mtg 9-18-18

ODOMETER - TENTHS NOT INCLUDED

000011

ACTUAL MILEAGE

OWNER

CITY OF BAY SAINT LOUIS
P O BOX 2550
BAY ST LOUIS MS 39520

1ST LIENHOLDER (OR OWNER IF NO LIEN)

CITY OF BAY SAINT LOUIS
P O BOX 2550
BAY ST LOUIS MS 39520

DATE:
MONTH | DAY | YEAR

2ND LIENHOLDER

DATE:
MONTH | DAY | YEAR

LIEN SATISFACTION: THE UNDERSIGNED HOLDER OF ABOVE DESCRIBED LIEN(S) ON THE MOTOR VEHICLE DESCRIBED HEREON HEREBY ACKNOWLEDGES SATISFACTION THEREOF.

1ST LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)
THIS _____ DAY OF _____ 20 _____

2ND LIEN _____ (LIENHOLDER) BY _____ (SIGNATURE AND TITLE)
THIS _____ DAY OF _____ 20 _____

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND THIS

THE 08 DAY OF AUGUST 20 07

07219022339 00960

CONTROL NUMBER
15189187

STATE TAX COMMISSION

Joseph L Blount

The Mississippi State Tax Commission hereby certifies that on application duly made, the person named herein is registered by this office as the lawful owner of the vehicle described subject to the liens or security interests as may subsequently be filed with the State Tax Commission. This certificate of title is issued pursuant to the Mississippi Motor Vehicle Title Law Section 63-21-1, Mississippi Code of 1972, and subject to the provisions thereof.

VOID IF ALTERED

RECEIVED
OCT 10 2018
BY: Jet email - #3
mtz 9-18-18

IN THE CIRCUIT COURT OF HANCOCK COUNTY, MISSISSIPPI

IN RE:
TWO THOUSAND EIGHT HUNDRED AND TWENTY DOLLARS ($2,820.00)
IN UNITED STATES CURRENCY PLAINTIFF

VS. CIVIL ACTION NO.: 15-0388

STATE OF MISSISSIPPI, EX REL
BAY ST. LOUIS POLICE DEPARTMENT DEFENDANT

(ELIJAH WHITE, III, CLAIMANT)

AGREED ORDER RETURNING SEIZED FUNDS

This cause came before the Court for consideration of the joint request by all parties to refund seized funds. This request is made by the undersigned Assistant District Attorney, for the State of Mississippi, and Rufus Alldredge, Attorney for the Claimant, Elijah White, III, and Elijah White, III, personally, as indicated by their signatures below. The Court is advised the parties have reached an agreement whereby the Bay St. Louis Police Department returns the seized property identified as $2,820 (TWO THOUSAND EIGHT HUNDRED AND TWENTY DOLLARS). It is therefore,

ORDERED AND ADJUDGED that $2,820 (TWO THOUSAND EIGHT HUNDRED AND TWENTY DOLLARS) previously seized by the Bay St. Louis Police Department shall be returned to the claimant, Elijah White, III.

SO ORDERED AND ADJUDGED this the 12th day of March, 2018.

CIRCUIT COURT JUDGE

AGREED TO:

Chris Daniel, Assistant District Attorney

Rufus Alldredge, Attorney for the Claimant

Elijah White, III, Claimant

FILED
MAR 13 2018
KAREN LADNER BUHR
CIRCUIT CLERK, HANCOCK CO.
BY D.C.

Exhibit "A"
September 18, 2018

copies to Def & attys
MM. Writ

City Council Meeting
Exhibit List – September 18, 2018

1. Exhibit "A": Proclamation for the Garden Club to declare September 27, 2018 "Bay-Waveland Garden Club Day"
2. Exhibit "B": Consent Agenda including Cash Balances dated September 14, 2018, Certification Letter dated September 18, 2018, Payroll dated September 14, 2018
3. Exhibit "C": Ordinance Number 633-09-2018, An Ordinance of the Mayor and City Council of the City of Bay Saint Louis Adopting Salary Schedule, Establishing Salary Compensation for FOfficers, Employees and Open Positions of the City of Bay Saint Louis
4. Exhibit "D": Payroll for individual dated September 14, 2018
5. Exhibit "E": Ordinance Number 634-09-2018, An Ordinance of the Mayor and City Council of the City of Bay Saint Louis Adopting Salary Schedule, Establishing Salary Compensation (for one Employee Only) forOfficers, Employees and Open Positions of the City of Bay Saint Louis
6. Exhibit "F": Docket of Claims #18-033 dated September 18, 2018 in the amount of $279,471.42
7. Exhibit "G": City Engineer Report dated September 18, 2018
8. Exhibit "H": Letter from City Engineer dated September 10, 2018 regarding the Highway 90 Lighting Modifications Project – Change Order #2 to Commercial Electric of Long Beach
9. Exhibit "I": Letter from City Engineer dated September 11, 2018 regarding the Highway 90 Lighting Modifications Project, HSIP-0003-01 (192); 107127-2015000, Hancock County, Supplemental Agreement Request #1 Engineering Revised Cost for Extra Contract Hours and Plan Modifications
10. Exhibit "J": Agreement between Owner and Engineer for Professional Services for Professional Engineering and Surveying Services (unexecuted)
11. Exhibit "K": Agreement with Unum Vision Insurance (unexecuted)
12. Exhibit "L": Letter from Safeco Insurance dated August 29, 2018 regarding the surplus of a 2007 Ford F150XL, VIN #1FTRF12WX7NA83625
13. Exhibit "M": Agreed Order Returning Seized Funds, Hancock County Circuit Court, Civil Action Number 15-0388
14. Exhibit "N": Exhibit List dated September 18, 2018
15. Exhibit "O":