



City Council Meeting Agenda

July 16, 2024 at 5:30 PM

598 Main Street, Bay St. Louis, MS 39520

Call to Order

Invocation and Pledge

Agenda Amendments if Needed

Announcements

1. Mayor Favre to recognize Harold Weber for 10 years of service on the P&Z Commission.

Guests

2. Mignon Bouchon - Air B&B's DS

Minutes Approval

3. Motion to approve the Minutes of July 2, 2024.

Planning and Zoning

4. Motion to follow Planning and Zoning's application and approve the variance of 1' resulting in a 7' side yard setback submitted by Pamela White located at 346 St. George Street. Parcel 149E-0-29-122.000. APR 6-0

5. Motion to follow Planning and Zoning's recommendation and approve the variance of 3.8ft resulting in 8.2ft to the side yard submitted by Thomas Lemaire located at 500 South Beach Boulevard. Parcel 149P-0-30-002.000. APR 6-0

6. Motion to follow Planning and Zoning's recommendation and approve the amendment to the Zoning Ordinance allowing a zoning change of Parcels 138H-0-46-028.000 through and including Parcel 138H-0-46-297.000 Coastal Gables Townhomes from

the current R-1 Single Family to R-1A Single Family submitted by AJAX LLC located on Chapman Road. APR 6-0

Mayor's Report

- [7.](#) Motion to approve Ordinance 666-07-2024 to amend Ordinance No, 663-11-2023 requiring driveways to have a minimum of 8 feet of paved concrete driveway apron.
- [8.](#) Discuss the proposed interlocal agreement regarding recognition of golf cart and low-speed vehicle registration by and between city of Waveland, Mississippi and city of Bay St. Louis Mississippi.

Council Business

- [9.](#) Discuss culvert moratorium.

Public Forum

Project Updates

- [10.](#) Engineer's Report
- [11.](#) Motion to approve the Memorandum of Understanding between the Mayor and City Council for the City of Bay St. Louis for the MCWI Grant (MDEQ Agreement No. 39-1-CW-5.5).

City Clerk's Report

- [12.](#) Motion to approve Docket of Claims 24-037 dated July 16, 2024 in the amount of \$616,514.63.

Consent Agenda

- [13.](#) Motion to approve the final plat for 117 Leopold Street.
- [14.](#) Motion to approve the Resolution of the Mayor and City Council of the City of Bay St. Louis adjudicating the cost of cleaning property, imposing a penalty and imposing a lien of the same against property located at 3043 Tenth Street in Bay St. Louis, Mississippi (parcel #138B-0-47-186.000).
- [15.](#) Motion to approve the lowest and best quote for the purchase of flooring from Bay Carpet in the total amount of \$15,582.70.
- [16.](#) Motion to approve the resolution to adopting the 2024 Mississippi District 9 Regional Hazard Mitigation Plan.

- [17.](#) Motion to approve the resolution authorizing the administration to submit the FY25 Gulf Coast Restoration Fund Grant Application for the BSL Downtown ADA Boardwalk Project, Phase 3.
- [18.](#) Amended Application for Tidelands
- [19.](#) Motion to approve the change order with Hopkins Construction to paint the canopy at the Historic Bay St. Louis L&N Train Depot Building for \$8,500.
- [20.](#) Motion to approve the invoice from Orion Planning and Design in the amount of \$905.71 for the Comprehensive Plan.
- [21.](#) Motion to approve payment in the amount of \$24,000 to MP Design Group for the Court Street Community Center.
- [22.](#) Motion to approve the invoices from Chiniche Engineering in the total amount of \$25,721.03
- [23.](#) Motion to spread the Bay Saint Louis payroll in the amount of \$236,295.59 dated July 12, 2024 on the Minutes.
- [24.](#) Motion to approve the Certification Letter dated July 16, 2024 for Docket of Claims 24-037.
- [25.](#) Motion to spread the executed contract with David Rush Construction for the Court Street Community Center.

Spread Reports

- [26.](#) Motion to spread the Payroll Hours, Cash Balances, Detailed Grant Revenue, Grant and Intergovernmental Revenue, Gaming and Sales Tax, Harbor

Attorney's Report

Executive Session (If Needed)

Adjourn

27. Motion to adjourn the meeting of July 16, 2024

Mayor's Proclamation

WHEREAS; We are here today to express our appreciation to Harold Weber and to honor him for his distinguished ten year contribution with the City of Bay St. Louis; and

WHEREAS; Harold Weber through his work as a conscientious and committed Commissioner has displayed outstanding service to the City of Bay St. Louis and its citizens; and

WHEREAS; the City of Bay St. Louis commends Harold for his dedication to the Planning and Zoning Commission along with his devoted service to the citizens of Bay St. Louis; and

NOW THEREFORE, I, Michael J. Favre, Mayor of the City of Bay St. Louis, Mississippi, along with the City Council, do hereby want to express our sincere appreciation to Harold Weber for his loyalty to the City of Bay St. Louis and wish him much happiness as he begins an exciting new chapter in his life.

Michael J. Favre
Mayor of Bay St. Louis

CITY COUNCIL

Gary Knoblock, Doug Seal, Gene Hoffman, Jeffrey Reed,
Kyle Lewis, Buddy Zimmerman, and Josh DeSalvo

Harold Weber
1027 Deer Drive
Bay Saint Louis, Mississippi 39520
July 16, 2024

Honorable Mayor Farve and Ward 6 City Councilman DeSaive
City of Bay Saint Louis
Bay Saint Louis, Mississippi 39520

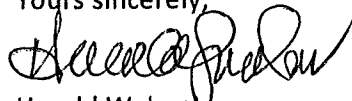
Dear Honorable Mayor Farve and Ward 6 City Councilman DeSaive:

Please let this letter serve as my notice of resignation from the position of Planning and Zoning Commissioner for the City of Bay Saint Louis.

Thank you for allowing me the opportunity to serve in this role. I have enjoyed my tenure and I hope that I have served as an asset to the city.

Thank you for your consideration in this matter.

Yours sincerely,



Harold Weber



City Council Meeting Minutes

July 02, 2024 at 5:30 PM

598 Main Street, Bay St. Louis, MS 39520

Call to Order

Invocation and Pledge

PRESENT

Councilman Doug Seal

Councilman Gene Hoffman

Councilman Jeffrey Reed

Councilman Kyle Lewis

Councilman Josh DeSalvo

Councilman Gary Knoblock

ABSENT

Councilman Buddy Zimmerman

Agenda Amendments if Needed

Announcements

Guests

1. Bob Barber -Orion Planning - 2045 Comprehensive Plan

Bob Barber spoke regarding the Comprehensive Plan

Anita Warner and Tad Black spoke on the Comprehensive Plan

2. *Motion to approve the resolution of the mayor and city council adopting Bay St. Louis 2045 Comprehensive Plan.*

Motion made by Councilman DeSalvo, Seconded by Councilman Hoffman.

Voting Yea: Councilman Seal, Councilman Hoffman, Councilman Reed, Councilman Lewis, Councilman DeSalvo, Councilman Knoblock

APPROVED

3. Kathleen Monti - Washington Street Pavilion Area KL

Minutes Approval

4. *Motion to approve the minutes of June 18, 2024.*

Motion made by Councilman Lewis, Seconded by Councilman Hoffman.

Voting Yea: Councilman Seal, Councilman Hoffman, Councilman Reed, Councilman Lewis, Councilman DeSalvo, Councilman Knoblock

APPROVED

Mayor's Report

5. *Motion to authorize the administration to submit a GOMESA grant application in the amount of \$1,200,000 for BSL Municipal Harbor Repairs and Improvements.*

Motion made by Councilman Knoblock.

Voting Yea: Councilman Seal, Councilman Hoffman, Councilman Reed, Councilman Lewis, Councilman DeSalvo, Councilman Knoblock

APPROVED

6. *Motion to approve Ordinance 666-07-2024 to amend Ordinance No, 663-11-2023 requiring driveways to have a minimum of 8 feet of paved concrete driveway apron.*

NO ACTION TAKEN

7. *Discuss the proposed interlocal agreement regarding recognition of golf cart and low-speed vehicle registration by and between city of Waveland, Mississippi and city of Bay St. Louis Mississippi.*

NO ACTION TAKEN

Council Business

8. *Motion to authorize the administration to advertise for Request for Proposals (RFP) for Pre-Arranged Debris Hauling Contractors.*

Motion made by Councilman Hoffman.

Voting Yea: Councilman Seal, Councilman Hoffman, Councilman Reed, Councilman Lewis, Councilman DeSalvo, Councilman Knoblock

Public Forum

Jerry spoke regarding the depot outdoor stage area.

Tad Black spoke regarding Ballentine Properties litigation.

Project Updates

City Clerk's Report

9. *Motion to approve Docket of Claims 24-034 dated July 2, 2024 in the amount of \$295,219.37.*

Motion made by Councilman DeSalvo, Seconded by Councilman Knoblock.

Voting Yea: Councilman Seal, Councilman Hoffman, Councilman Reed, Councilman Lewis, Councilman DeSalvo, Councilman Knoblock

APPROVED

10. *Motion to approve the docket of claims (Special) 24-035 dated July 2, 2024 in the amount of \$10,000.00.*

Motion made by Councilman DeSalvo, Seconded by Councilman Hoffman.

Voting Yea: Councilman Seal, Councilman Hoffman, Councilman Reed, Councilman Lewis, Councilman DeSalvo, Councilman Knoblock

APPROVED

Consent Agenda

11. Motion to extend the existence of a local emergency caused by Hurricane Zeta to July 26, 2024.
12. Motion to approve the purchase of 25 gas meters from Equipment Controls in the amount of \$12,118.00.
13. Motion to approve the renewal of the annual maintenance contract for 11 generators with Power Systems of Mississippi for \$5,500.
14. Motion to authorize the mayor to sign the contract between the City of Bay St. Louis and David Rush Construction for the renovation of the Court Street Community Center.
15. Motion to amend the motion from May 21 authorizing the administration to purchase 4 used trucks not to exceed \$74,800 for public works and utility departments.
16. Motion to spread copies of the checks and receipts for the purchase of 4 used trucks from Wheels, Inc totaling \$74,160.00 that were approved on the docket of claims dated June 18, 2024 and to authorize the administration to write checks for title transfers and license plates totaling \$78.00.
17. Motion to approve pay application 1 from Moran Hauling in the amount of \$53,835.60 for the construction of the pickleball courts.
18. Motion to approve the invoices from Chiniche Engineering in the total amount of \$23,786.75.
19. Motion to approve the Utility Refund Check Register #24-035, dated July 2, 2024, in the amount of \$2,144.89.

- 20. Motion to approve the interfund transfers to between funds.
- 21. Motion to spread the contract between the city of Bay St. Louis and Hancock County Circuit Clerk for redistricting services on the minutes.
- 22. Motion to spread the executed Ordinance 665-06-2024 adopting redistricting of ward boundaries for the city of Bay St. Louis, Mississippi.
- 23. Motion to spread the fully executed lease agreement between Pafford EMS and the city of Bay St. Louis, MS.
- 24. Motion to approve the Bay Saint Louis Payroll in the amount of \$229,080.30 on the Minutes.
- 25. Motion to approve the certification letter dated July 2, 2024.
- 26. Motion to approve the certification letter (Special) dated July 2, 2024
- 27. Motion to spread the Bay Saint Louis Certification Letter dated July 2, 2024 for Utility Refund Register #24-035 on the Minutes.

Motion made by Councilman Hoffman, Seconded by Councilman Knoblock.

Voting Yea: Councilman Seal, Councilman Reed, Councilman Lewis, Councilman DeSalvo

APPROVED

Spread Reports

- 28. *Motion to spread the city financial reports on the minutes.*

Motion made by Councilman Hoffman, Seconded by Councilman Reed.

Voting Yea: Councilman Seal, Councilman Hoffman, Councilman Reed, Councilman Lewis, Councilman DeSalvo, Councilman Knoblock

APPROVED

Attorney's Report

Executive Session (If Needed)

Adjourn

- 29. *Motion to adjourn the meeting of July 02, 2024.*

Motion made by Councilman Reed, Seconded by Councilman Hoffman.

Voting Yea: Councilman Seal, Councilman Hoffman, Councilman Reed, Councilman Lewis, Councilman DeSalvo, Councilman Knoblock

APPROVED

Gary Knoblock, Councilman At Large

Date

Doug Seal, Councilman Ward 1

Date

Gene Hoffman, Councilman Ward 2

Date

Jeffrey Reed, Councilman Ward 3

Date

Kyle Lewis, Councilman Ward 4

Date

Buddy Zimmerman, Councilman Ward 5

Date

Josh DeSalvo, Councilman Ward 6

Date

Mike Favre, Mayor

Date

Caitlin Bourgeois, Clerk of Council

Date

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

RE: 346 St George Street
149E-0-29-122.000
416 1ST WARD BAY ST LOUIS

HEARING DATE: July 10, 2024

I reviewed Pamela White's application for a Variance to the Zoning Ordinance. The property is at 346 St George Street, in the R-2, Two-Family District. The R-2 district requires a 25-foot front yard setback, an 8-foot side yard setback, and a 20-foot rear yard setback.

The applicant is requesting a side yard setback to construct a carport.

Side Yard Setback:

Required: 8'

Proposed Distance of side yard: 7'

Variance Request: 1'

The administration recommends approve of the variance.

- The parcel is only 49'
- Bay St Louis Historic Preservation Commission has already approved the carport

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

Jeremy L Burke
Zoning Administrator

APPLICATION FOR VARIANCE TO THE ZONING ORDINANCE

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

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

OWNER: Pamela White

ADDRESS: 346 St. George St.
Bay St. Louis, Ms 39520

PHONE: 504-460-4490

ADDRESS OF PROPERTY IN QUESTION IF DIFFERENT FROM ADDRESS STATED ABOVE

129 Brockenbraugh Ct. Metairie, La 70005

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

Lot 416, First Ward, City of Bay St. Louis, Hancock County, Mississippi, 346 St. George St.

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

149E-0-29-122.000

3. Present Zoning: _____

4. Present use of building/property: Secondary home

Application fee of ~~\$100~~ ^{\$250} (Residential): Residential

Application fee of ~~\$200~~ ^{\$250} (Commercial): _____

Article XIII

1303 APPEALS, HEARING AND NOTICE

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

Article XIII

1305.3 VARIANCES

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

- A. There are extraordinary and exceptional conditions which pertain to the particular piece of property in question because of its size, shape, or topography that are not applicable to other lands or structures in the same district.**
- B. The literal interpretation of the provisions of this Ordinance would deprive the applicant of rights commonly enjoyed by other residents of the district in which the property is located.**
- C. Granting the variance requested will not confer upon the applicant any special privileges that are denied to other residents of the district in which the property is located.**
- D. The requested variance will be in harmony with the purpose and intent of this Ordinance and will not be injurious to the neighborhood or to the general welfare.**
- E. The special circumstances are not the result of the actions of the applicant.**
- F. The existence of a nonconforming use of neighboring land, buildings, or structures in the same district or of permitted or nonconforming uses in other districts shall not constitute a reason for the requested variance.**
- G. The variance requested is the minimum variance that will make possible the legal use of the land, building, or structure.**
- H. The variance is not a request to permit a use of land, building, or structure which is not permitted by right or by special exception in the district involved.**

I. Notice of public hearing shall be given as in Section 1305.2(A).

J. The variance can't be transferred to a subsequent owner of the property, if the variance is unused.

K. The grant of a variance shall expire if the variance has not been activated within six (6) months of final approval. "Activation" shall mean obtaining a building permit for the required or necessary construction. In addition, the activation shall not be effective unless the construction is completed within six (6) months of obtaining the building permit. On good cause shown, the Bay St. Louis City Council may extend the above stated time limits for up to a maximum of six (6) months.

Please submit the following documentation with your application:

1. What is the specific provision of the ordinance involve: 8' set back. Only have 7' from property line
2. The use for which a variance is sought To build a 14'x18' carport
Need variance for 1' off right side property line.
3. If request is for a setback variance, please answer the following:

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

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

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

One side <

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

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

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

Required fence height
 Proposed fence height
 Total fence height variance needed

5. Other type(s) of variance needed:

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

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

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

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

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

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

Book Number _____

Page Number _____

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

Chad Rice
Applicant's Signature

5/24/24
Date

FOR OFFICE USE ONLY

Date of Application received: _____

Geoportal Map



DISCLAIMER: Any user of this map product accepts its faults and assumes all responsibility for the use thereof, and further agrees to hold Hancock County harmless from and against any damage, loss or liability arising from any use of the map product. Users are cautioned to consider carefully the provisional nature of the maps and data before using it for decisions that concern personal or public safety or the conduct of business that involves monetary or operational consequences. Conclusions drawn from, or actions undertaken, on the basis of such maps and data, are the sole responsibility of the user.

Item # 4.

Street View

149E-0-29-122.000

Parcel Number: 149E-0-29-122.000
Owner Name: WHITE PAMELA A
Owner Address: 129
 BROCKENBRAUGH CRT
Owner City, State ZIP: METAIRIE, LA
 70005
Physical Address: 346 ST GEORGE ST
Improvement Type: RES
Year Built: 1950
Base Area: 758
Adjusted Area: 786
Actual Total Value: 73989
Taxable Total Value: 0
Estimated Tax: 1291.14
Homestead Exemption: No
Deed Book: 2022
Deed Page: 10840
Legal Description 1: 416 1ST WARD
 BAY ST LOUIS
Legal Description 2:
Legal Description 3:
Legal Description 4:
Legal Description 5:
Legal Description 6:
Longitude: 0
Latitude: 0
Square Footage: 3109.44

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

RE: 500 South Beach Blvd
149P-0-30-002.000
243D 3RD WARD BAY ST LOUIS

HEARING DATE: July 10, 2024

I have reviewed Thomas LeMaire's application for a Variance to the Zoning Ordinance. The property is located at 500 South Beach Blvd. It lies in an R-4, Residential Single-Family, which requires a 50-foot front yard setback, 8-foot side yard setback, and 20-foot rear yard setback. The tax parcel is a corner lot; therefore, the required side yard setback of Sycamore Road is 12'.

The applicant is requesting a side yard variance on Sycamore Street.

Side Yard Variance:

Required: 12' (Sycamore Street)

Proposed Distance: 8.2'

Variance Requested: 3.8'

500 South Beach Blvd is not the traditional S Beach Blvd lot because of its size and shape. The parcel is 8319 square feet and is about 50' wide.

The administration recommends the approval of the variance.

- 1) The house that currently sits on the property has approval from the Bay St Louis Historic Preservation Commission to demo the house once building permits are approved
- 2) The side yard setback on the current house on the Sycamore Street side of the house is 8'
- 3) 500 S Beach Blvd is not a wide lot.

If I can further assist, please call my office at 228-466-5516.

Sincerely,

Jeremy L Burke
Zoning Administrator

APPLICATION FOR VARIANCE TO THE ZONING ORDINANCE

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

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

OWNER: Thomas LeMaire

ADDRESS: 8519 Lake Peigneur Rd #1
New Iberia, LA 70560

PHONE: 225-266-3579

ADDRESS OF PROPERTY IN QUESTION IF DIFFERENT FROM ADDRESS STATED ABOVE

500 S Beach Blvd, Bay St. Louis, MS 39520

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

~~see Survey Attached Lot 243D Parcel #2~~

243D 3RD WARD BAY ST LOUIS

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

149P-0-30-002.000

3. Present Zoning: residential

4. Present use of building/property: _____

Application fee of \$⁷⁵⁰~~100~~ (Residential):

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

I. Notice of public hearing shall be given as in Section 1305.2(A).

J. The variance can't be transferred to a subsequent owner of the property, if the variance is unused.

K. The grant of a variance shall expire if the variance has not been activated within six (6) months of final approval. "Activation" shall mean obtaining a building permit for the required or necessary construction. In addition, the activation shall not be effective unless the construction is completed within six (6) months of obtaining the building permit. On good cause shown, the Bay St. Louis City Council may extend the above stated time limits for up to a maximum of six (6) months.

Please submit the following documentation with your application:

- 1. What is the specific provision of the ordinance involved _____
- 2. The use for which a variance is sought New Residence

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

- _____ Front yard setback requirement
- _____ Proposed distance remaining to the property line
- _____ Total front yard setback variance needed
- 12 Side yard setback requirement (corner lot)
- 8.2 Proposed distance remaining to the property line
- 3.8 Total side yard setback variance needed
- _____ Rear yard setback requirement
- _____ Proposed distance remaining to the property line
- _____ Total rear yard setback variance needed

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

- _____ Required total square footage of lot
- _____ Proposed square footage of lot
- _____ Total square footage needed to lot
- _____ Required minimum width of lot
- _____ Proposed minimum width of lot
- _____ Total variance to minimum lot width needed
- _____ Required fence height
- _____ Proposed fence height
- _____ Total fence height variance needed

5. Other type(s) of variance needed:

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

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

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

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

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

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

Book Number _____

Page Number _____

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

Applicant's Signature

Date

FOR OFFICE USE ONLY

Date of Application received: _____



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

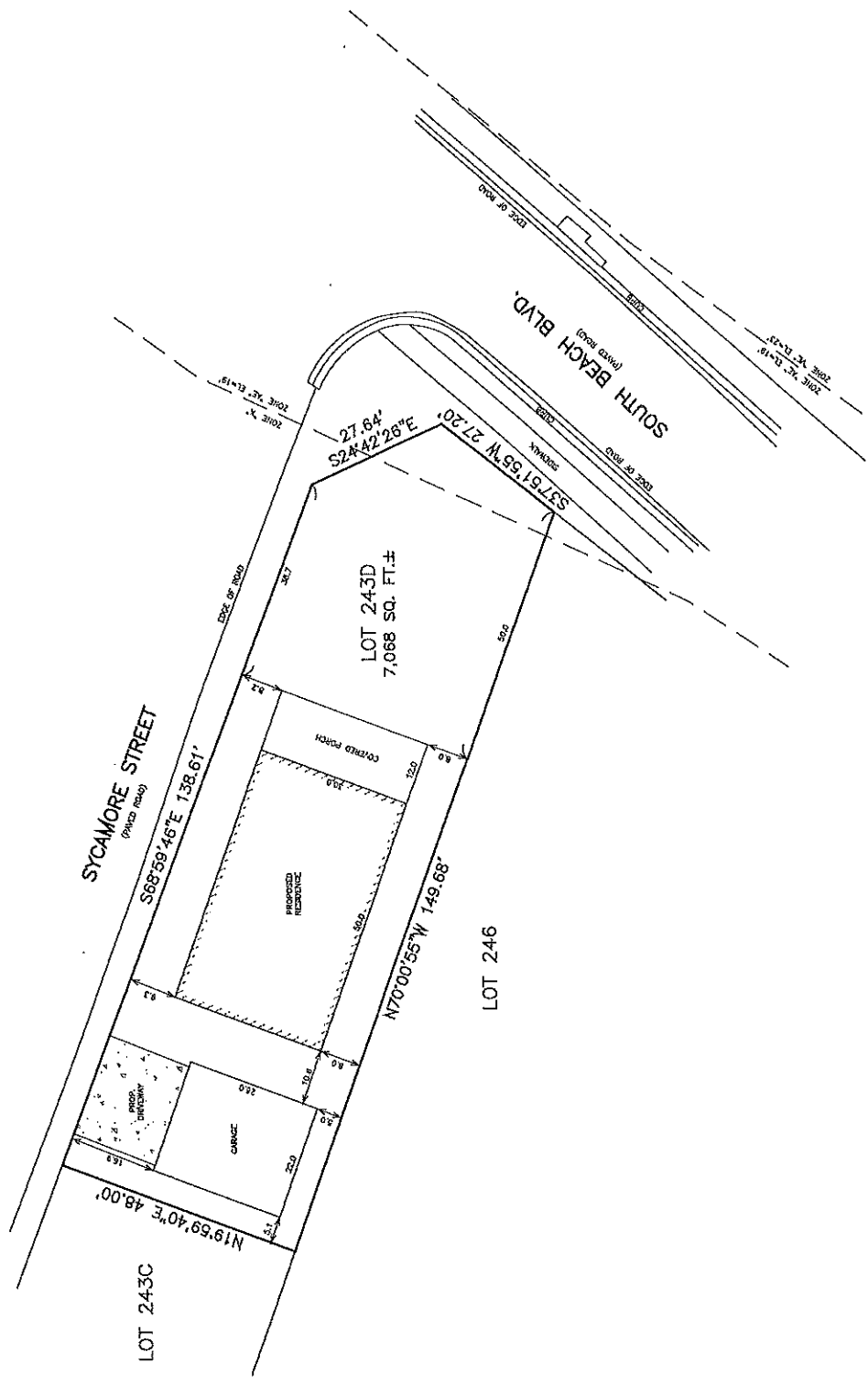
Prepared For:
 Thomas LeMaire
 South Beach Blvd.
 Bay St. Louis, MS

Scale: 1"=20'
 W.O. #: 52124
 Date: 5/21/24
 Drawn by: TLP
 Street: P

- NOTES:**
1. All work shall be performed in accordance with all applicable codes, ordinances, regulations, and FMVA MS.
 2. It is the responsibility of the owner to check all dimensions for the job before construction.
 3. Contractor shall insure compatibility of the building materials with the soil and water table.
 4. The contractor is responsible for adjusting and verifying all finished elevations and work surfaces.
 5. All federal, state, and local codes, ordinances, regulations, and codes shall be followed. The contractor shall obtain all necessary permits and shall take preference over anything shown, described, or implied where same are variances.

Plot Plan

PART OF LOT 243,
 THIRD WARD, CITY OF BAY ST. LOUIS,
 HANCOCK CO., MS



Plot Plan

Note:
 Plot plan is drawn per survey done by MP SURVEY & GEOMATICS,
 MP DESIGN GROUP, dated 09/05/2023, project# 0077.23.0B3



Caitlin Bourgeois <cthompson@baystlouis-ms.gov>

Fw: Thomas LeMaire Variance application of 3.8 feet for 500 South Beach Blvd -- July 10, 2024 meeting

1 message

Joe-Kathleen Monti <jkmonti@live.com>

Fri, Jul 5, 2024 at 12:07 PM

To: Caitlin Thompson Bourgeois <cthompson@baystlouis-ms.gov>, Jeremy Burke <jburke@baystlouis-ms.gov>

To Jeremy & Caitlin:

Please include our letter below to the application for the LeMaire variance request before the P&Z Commission on July 10, 2024, and distribute it to the Commission.

Many thanks,
Kathleen & Joe Monti

To: Jeremy Burke, BSL P&Z Administrator &
All members of the Planning & Zoning Commission

From: Kathleen & Joe Monti
105 Sycamore Street (at corner of S. Beach Blvd)

RE: LeMaire variance application for 500 S. Beach Blvd

Date: July 5, 2024

Dear Jeremy and P&Z Board Members:

Recently Thomas LeMaire and Sandie McNabb visited with us to discuss their need to change plans from a renovation to their home at 500 S. Beach Blvd to a full demolition and new construction due to extensive termite damage. Our two houses are across Sycamore Street from each other but both face S. Beach Blvd.

The application before you tonight is a variance request for 3.8 feet to reduce the Sycamore side yard setback from the required 12 feet to a requested 8.2 feet setback. **The existing house (built after Hurricane Katrina) has a similar setback and we have no objection to this variance request on the Sycamore Street side for the construction of their new house.**

However, at our meeting, we did express two of our concerns with them that we felt needed to be considered prior to their final plans and construction of the house because it might involve additional variances.

First of all, the plat we saw does not show the drip line of a live oak tree. The tree is actually on the Trawick parcel property line between the two properties and the branches and drip line extend into the LeMaire property. Even though their plat shows the required 8 feet side yard setback here, we could not determine where the actual house would be located and if it would interfere with the drip line of the live oak tree. Because we thought this might be a problem, we recommended they seek advice from Anita Warner and John Adam.

Secondly, the plat shows a detached garage/carport on the back of the property. We advised Thomas and Sandie that if their plan was to turn part of this structure into living quarters (i.e., bedroom, bathroom, and/or kitchenette), that we would NOT SUPPORT this at all and would, in fact, actively oppose it. We just wanted them to understand before making final plans for their house that their parcel does not qualify for an Accessory Dwelling to be built on this 8,319 square foot parcel according to the Zoning Ordinance. It is our expectation that the Zoning Department and the Building Department will diligently enforce the Zoning's prohibition of an Accessory Dwelling on their lot before, during, and after construction.

Thomas and Sandie have hit several unfortunate setbacks in their journey to live in the Sycamore Street/Beach Blvd area and we do not wish to add to this. Acceptable remedies can be recommended regarding our two concerns prior to their taking the next step of submitting plans to the Building Department for approval. We look forward to seeing their new construction begin and having them enjoy their new house as our neighbors.

Sincerely,

Item # 5.

Kathleen Monti 228-216-0711
Joe Monti 228-216-7409

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

RE: Tax Parcels 138H-0-46-028.000 Through and including Parcel 138H-0-46-297.000
LOTS 1-266 COASTAL GABLES TOWNHOMES subdivision

HEARING DATE: July 10, 2024

AJAX LLC requests an Amendment to the Official Zoning Map for parcels:

138H-0-46-028.000 138H-0-46-029.000 138H-0-46-030.000 138H-0-46-031.000
 138H-0-46-032.000 138H-0-46-033.000 138H-0-46-034.000 138H-0-46-035.000
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 138H-0-46-296.000 138H-0-46-297.000

These 270 tax parcels made up the Coastal Gables Townhomes subdivision. The subdivision was allowed to be abandoned from the Hancock County Chancery Court order in May 2023. The Coastal Gables Townhomes subdivision no longer has 270 parcels; the lots were abandoned and are now five large parcels. The Hancock County geoportal website has not updated the changes as of June 2024.

The applicant asks for the map amendment to change Parcel 134Q-0-40-102.000 and 139B-0-40-001.000 Tax Parcels 138H-0-46-028.000 Through and including Parcel 138H-0-46-297.000 zoning district from R-1 Residential Single Family to R-1A Residential Single Family.

AJAX LLC wants a zoning change to draw lines less than 12,000 square feet and less than 100' wide. The minimum lot size for R-1A parcels would be at least 50' and 5,000 square feet. AJAX has included an exhibit with their submittal of lots being 92' wide. Even with 100' wide

The zoning change will allow the development to return before BSL Planning & Zoning and BSL City Council with a sketch plat with complying parcels.

The administration recommends denial of the zoning change

- 1) R-1A will only allow one single-family home on the property.

- 2) If the zoning was changed to R-2, the lots could be required to be 75' wide and 10,500 square feet, but duplexes would be allowed.
- 3) The outline of a subdivision already exists because the parcels already have public streets. If the property stays R-1, 100' wide lots and 12,000 square feet would be required. Some of the parcels are only 79' deep from street to street. Therefore, the parcel would be 152' wide to meet the 12,000 square-foot requirement.
- 4) The developer has indicated that the lots in the subdivision will be approximately 90' wide, but even with 100' wide lots, the parcels will not be 12,000 square feet.
- 5) The developer must submit a sketch plat for approval to Bay St Louis Planning & Zoning and Bay St Louis City Council.
- 6) Without the zoning change, the developer would likely be required to apply for a lot size and/or width variance to every parcel during the sketch plat.
- 7) This property was granted to be an S-1 Special Use District, but the only requested special use was RV Park. The developer may request the use of smaller parcels.

If I can further assist, please call my office at 228-466-5516.

Sincerely,
Jeremy L Burke
Zoning Administrator

APPLICATION FOR AMENDMENT TO THE ZONING ORDINANCE

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

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

OWNER: AJAX, LLC

ADDRESS: 114 MAID STREET
BAY St. Louis, MS 39520

PHONE: 228-493-9939

ADDRESS OF PROPERTY IN QUESTION IF DIFFERENT FROM ADDRESS STATED ABOVE.
CHAPMAN ROAD

APPLICATION FEE OF \$250.00: _____

CRITERIA

Zoning ordinances are not intended to be changed lightly and are presumed to be "well planned and adopted to be permanent." As a result of the presumption of permanency, it is necessary for one seeking a change in zoning to show the following:

1. Legal description of property to be considered for proposed amendment to the Zoning Ordinance as described in the Hancock County tax rolls.
LOTS 1-266, INCLUSIVE, COASTAL PARCELS TOWNHOMES
(SEE ALSO ATTACHED LEGAL DESCRIPTION)
2. Parcel number(s) as described in the Hancock County tax rolls.
PARCELS 138H-0-46-028.000 THROUGH AND INCLUDING
PARCEL 138H-0-46-297.000
3. Present Zoning: R-1
4. Proposed Zoning: R-1A
5. Proposed use of property is rezoned: RESIDENTIAL-SINGLE FAMILY
6. Is the property to be rezoned in a subdivision? YES NO

7. If construction is being considered for the property in question, please provide a sketch Of building, showing dimensions and all property setbacks.

8. Text Amendment:

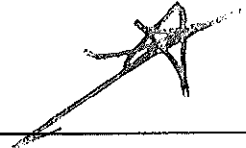
8. Provide the specific provision(s) of the ordinance involved for your zoning request as listed below under AMENDMENTS: CHANGE IN CONDITIONS

Article XIV, AMENDMENTS
1401.3 AMENDMENT POLICY

- A. **Mistake.** There is a mistake in the Zoning Ordinance or the Zoning Map and it is in the public interest to correct this error.
- B. **Change in Conditions.** Change or changing conditions in a particular area, or in the city, or in the regional area generally, in which an amendment to the Ordinance is in the public interest and is necessary and is desirable.
- C. **Increase for Need in Sites.** Increased or increasing needs for business or industrial sites, in addition to sites that are available, which is in the public interest and make it Necessary and desirable to reclassify an area or to extend the boundaries of an existing district.
- D. **Annexation.** It is necessary and desirable to classify territory hereafter annexed to city to a district classification.
- E. **Ordinance Changes.** Amendment of the Ordinance not involving a change in Classification of land is necessary.
- F. **Change in Governmental Property.** It is necessary to reclassify property as a result of acquisition or disposition of such property by the United States of America, the State of Mississippi, or Hancock County.

The burden of proving the criteria set forth is the responsibility of the party seeking a zoning change. The above elements must be proven through clear and convincing evidence and must be submitted with this application.

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

Signature 

Date 5/29/07

FOR OFFICE USE ONLY Date application received: _____

Legal Description

Those certain parcels of land situated in Hancock County, Mississippi, more particularly described as follows, to-wit:

The Point of Beginning being a 3/4 inch iron pipe located 1,627.45 feet North and 1,385.41 feet West of the Southeast corner of Section 27, Township 8 South, Range 14 West, Hancock County, Mississippi, and thence run North 89 degrees 31' 43" West along a fence for 746.00 feet to a 3/4 inch iron pipe on the Southeastern right of way of Chapman Road; thence run South 24 degrees 14' 14" West along said right of way for 408.17 feet to a point; thence South 22 degrees 48' 04" West along said right of way for 90.74 feet to a 3/4 inch iron pipe; thence South 88 degrees 18' 17" East for 1,083.05 feet to a 1/2 inch iron rebar; thence North 15 degrees 31' 43" West for 500.00 feet to the Point of Beginning. Said parcel containing 9.865 acres, being part of the Gadon Toulme Claim and a part of the SE 1/4 of Section 27, Township 8 South, Range 14 West, Hancock County, Mississippi.

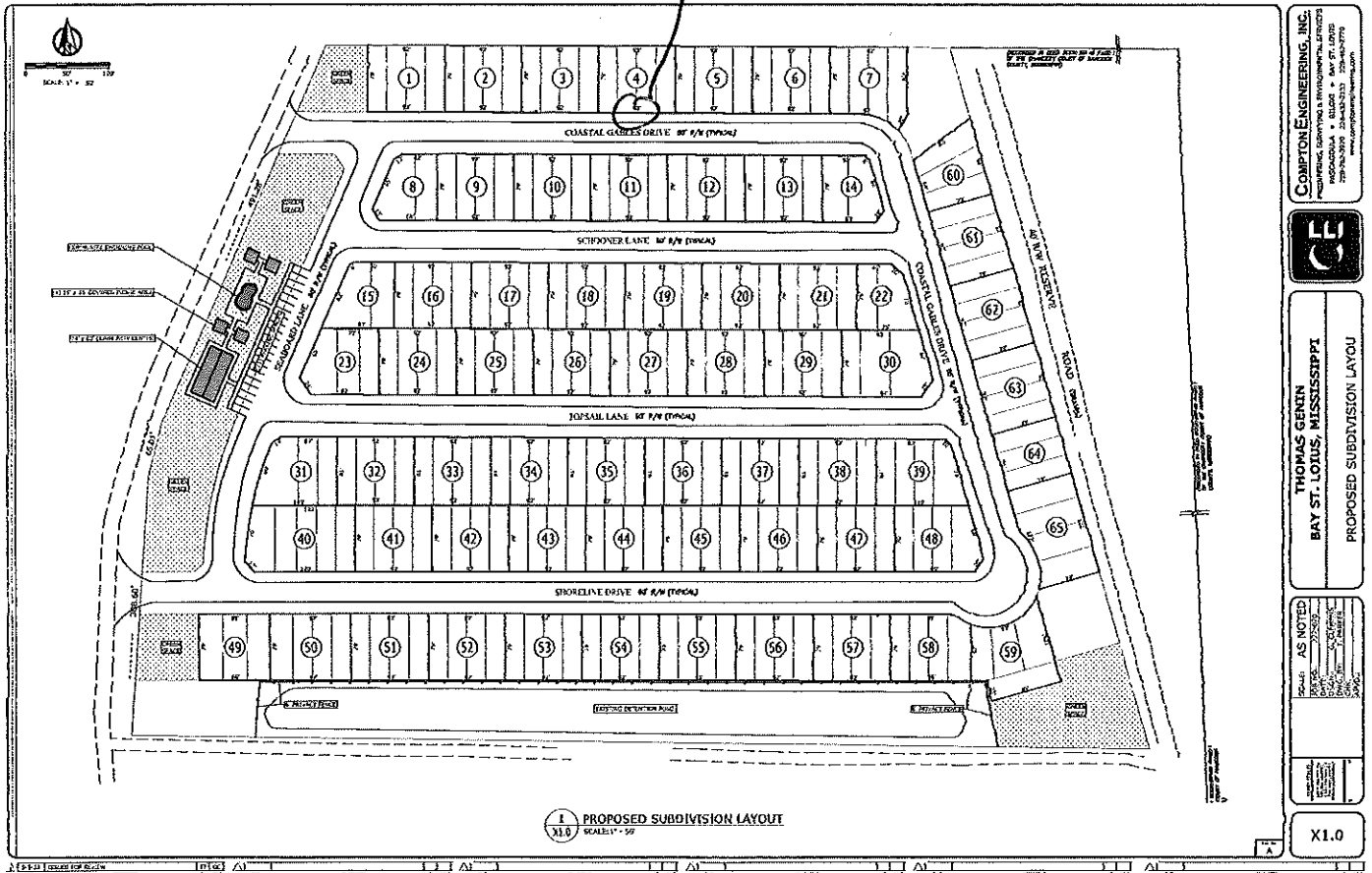
AND ALSO:

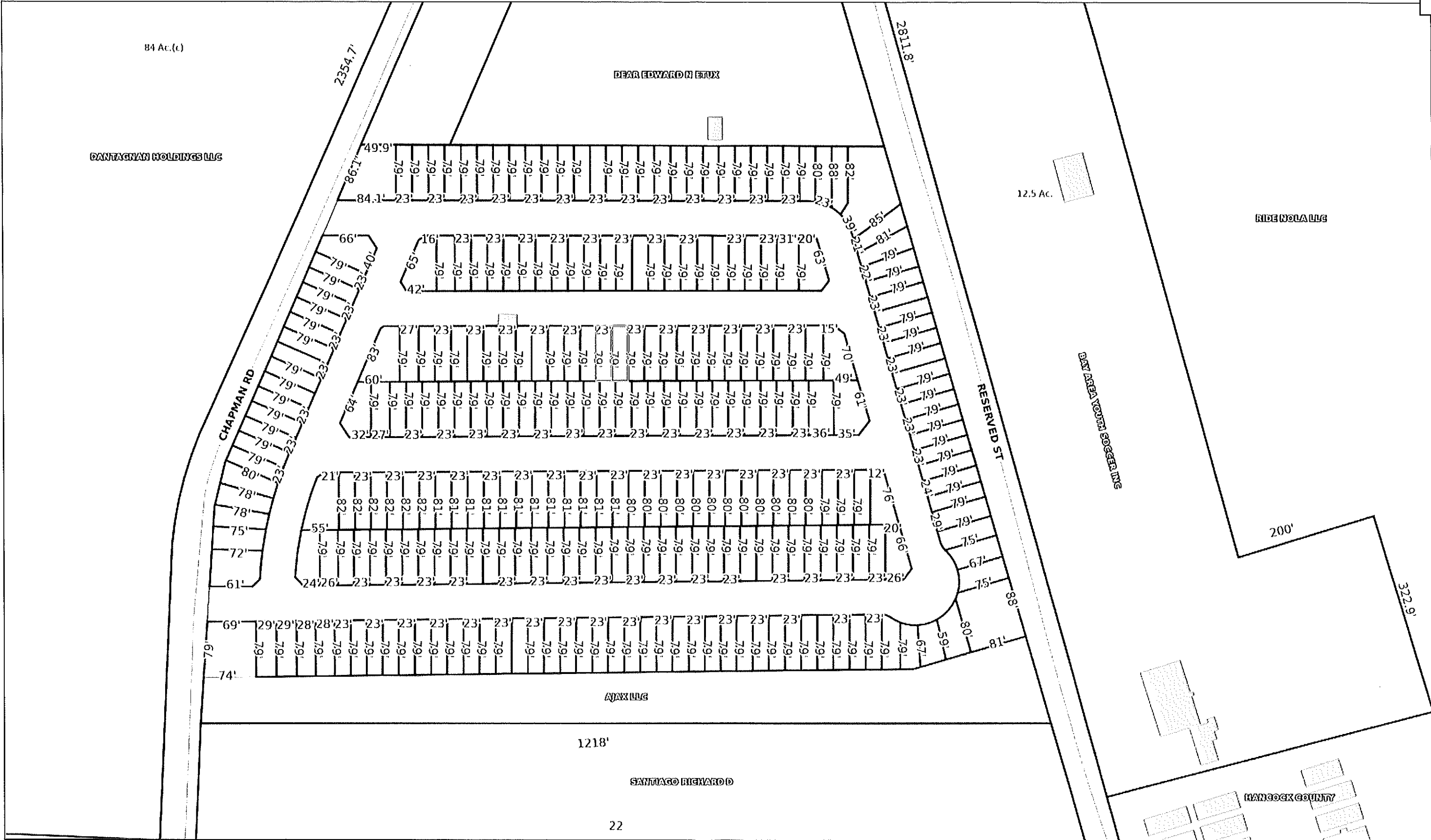
Commencing at the corner of Section 27/36-34/35, Township 8 South, Range 14 West, Hancock County, Mississippi, and run North 20.0 feet; Thence run West 901.8 feet to an iron pin on the Northern line of Bay Kiln Road; thence run North 16 degrees 05' West for 239.2 feet to a 2" iron pipe; thence North 14 degrees 59' West 571.9 feet to the Place of Beginning; thence North 89 degrees 44' West 1,218.39 feet to a point on the Eastern line of Chapman Road; thence North 3 degrees 51' East 309 feet; thence North 16 degrees 45' East along the Eastern Line of Chapman Road 66 feet; thence South 88 degrees 48' East 1,084 feet; thence South 14 degrees 59' East 366.9 feet to the Place of Beginning. Said land containing 9.7 acres, more or less, and being part of the Gadon Toulme Claim No. 20, in Section 27, Township 8 South, Range 14 West, Hancock County, Mississippi.

Subject only to utility easements and public road right of ways previously dedicated to the City of Bay Saint Louis, Mississippi.

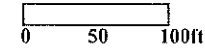
EXHIBIT

92'





DISCLAIMER: Any user of this map product accepts its faults and assumes all responsibility for the use thereof, and further agrees to hold Hancock County harmless from and against any damage, loss or liability arising from any use of the map product. Users are cautioned to consider carefully the provisional nature of the maps and data before using it for decisions that concern personal or public safety or the conduct of business that involves monetary or operational consequences. Conclusions drawn from, or actions undertaken, on the basis of such maps and data, are the sole responsibility of the user.



**ORDINANCE NO. 666-07-2024
CITY OF BAY ST. LOUIS, MISSISSIPPI**

AN ORDINANCE AMENDING ORDINANCE NO. 663-11-2023 REQUIRING DRIVEWAYS TO HAVE A MINIMUM OF 8 FEET OF PAVED CONCRETE DRIVEWAY APRON.

WHEREAS, the City of Bay St Louis recognizes the importance of maintaining safe and accessible roadways for all residents and visitors; and

WHEREAS, the City observed that certain driveways within the City do not provide sufficient paved concrete, bricked, or asphalt driveway apron, which is creating safety hazards and impede the flow of traffic which resulted in the adoption of City Ordinance No. 663-11-2023; and

WHEREAS, to further promote safety and facilitate the movement of vehicles on public roads, the City has determined that it is necessary to increase the minimum apron requirements for driveway pavement.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BAY ST LOUIS AS FOLLOWS:

Section 1 of the original ordinance as previously adopted is herein deleted in its entirety and the following Section 1 shall be added in its place, while Section 2 through Section 4 shall remain the same:

SECTION 1. Minimum Driveway Apron Requirement. All driveways constructed or reconstructed in the City of Bay St Louis on or after the effective date of this ordinance shall have a minimum of **8 feet** of paved concrete, bricked, or asphalt driveway apron. The paved 4” thick concrete, bricked, or asphalt driveway apron shall be constructed to provide a smooth and safe transition from the driveway to the adjacent roadway.

After being reduced to writing, the forgoing Ordinance was read and considered, section by section, and then as a whole, whereupon, Councilman _____ moved for its adoption, and after a second by Councilman _____, the following roll call vote was had:

Council Member Doug Seal	YEA/NAY
Council Member Gene Hoffman	YEA/NAY
Council Member Jeffrey Reed	YEA/NAY
Council Member Kyle Lewis	YEA/NAY
Council Member Buddy Zimmerman	YEA/NAY
Council Member Josh DeSalvo	YEA/NAY

Council Member Gary Knoblock

YEA/NAY

Passed by the City Council of the City of Bay Saint Louis on the ____ day of _____ 2024.

CERTIFICATION

I, Michael Reso, City Clerk for the City of Bay Saint Louis, Mississippi, do hereby certify that the foregoing Resolution was approved and adopted in the public meeting of the City Council held on _____, 2024, a quorum being present, in the City Council Conference Chambers and to be recorded in the Minute Books, said Council being the duly elected, qualified, and acting governing body of Bay Saint Louis, Mississippi.

Presented by me to the Mayor on this, the __ day of _____ 2024.

Michael Reso, City Clerk

Approved/Disapproved, and signed by me on this, the ____ day of _____ 2024.

Michael J. Favre, Mayor

**ORDINANCE NO. 663-11-2023
CITY OF BAY ST. LOUIS, MISSISSIPPI**

**AN ORDINANCE REQUIRING DRIVEWAYS TO HAVE A MINIMUM OF 5 FEET OF
PAVED CONCRETE DRIVEWAY APRON.**

WHEREAS, the City of Bay St Louis recognizes the importance of maintaining safe and accessible roadways for all residents and visitors; and

WHEREAS, the City has observed that certain driveways within the City do not provide sufficient paved concrete, bricked, or asphalt driveway apron, which is creating safety hazards and impede the flow of traffic; and

WHEREAS, to promote safety and facilitate the movement of vehicles on public roads, the City has determined that it is necessary to establish minimum requirements for driveway pavement.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE
CITY OF BAY ST LOUIS AS FOLLOWS:**

SECTION 1. Minimum Driveway Apron Requirement. All driveways constructed or reconstructed in the City of Bay St Louis on or after the effective date of this ordinance shall have a minimum of 5 feet of paved concrete, bricked, or asphalt driveway apron. The paved 4” thick concrete, bricked, or asphalt driveway apron shall be constructed to provide a smooth and safe transition from the driveway to the adjacent roadway.

SECTION 2. Enforcement. This Ordinance shall be enforced by the City of Bay St. Louis Building Department and/or the Police Department.

SECTION 3. Penalty. Any person who shall fail to comply with or shall violate or attempt to violate any of the provisions of this chapter shall be guilty of a misdemeanor, and on conviction shall be punished by fine not exceeding \$500.00. Each day any violation of any of the provisions of this chapter occurs shall continue and shall constitute a separate offense. Nothing contained in this section shall prevent the city from taking such other lawful action as is necessary to prevent or remedy any violation.

SECTION 4. Effective Date. This Ordinance shall become effective immediately upon adoption by the City Council and publication as required by law.

After being reduced to writing, the forgoing Ordinance was read and considered, section by section, and then as a whole, whereupon, Councilman Reed moved for its adoption, and after a second by Councilman SEAL, the following roll call vote was had:

Council Member Doug Seal	<u>YEA/NAY</u>
Council Member Gene Hoffman	<u>YEA/NAY</u>
Council Member Jeffrey Reed	<u>YEA/NAY</u>
Council Member Kyle Lewis	<u>YEA/NAY</u>
Council Member Buddy Zimmerman	<u>YEA/NAY</u>
Council Member Josh DeSalvo	<u>YEA/NAY</u>
Council Member Gary Knoblock	<u>YEA/NAY</u>

Passed by the City Council of the City of Bay Saint Louis on the 7 day of November 2023.

CERTIFICATION

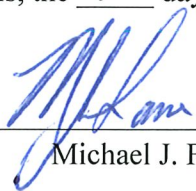
I, Michael Reso, City Clerk for the City of Bay Saint Louis, Mississippi, do hereby certify that the foregoing Resolution was approved and adopted in the public meeting of the City Council held on November 7, 2023, a quorum being present, in the City Council Conference Chambers and to be recorded in the Minute Books, said Council being the duly elected, qualified, and acting governing body of Bay Saint Louis, Mississippi.

Presented by me to the Mayor on this, the 28 day of November 2023.



Michael Reso, City Clerk

Approved/Disapproved, and signed by me on this, the 28 day of November 2023.



Michael J. Favre, Mayor



July 16, 2024

Project Report and Update

Action Items

Discussion Items

1. MCWI MOU agreement between the Council and the Mayor for ARPA funded projects.
2. GCRF Grant application for The Downtown ADA Boardwalk Phase 3

Project Updates

1. General
 - A. Coordinating a workshop with personnel from NOAA to discuss abnormally high tides, sea level rise and other recent flooding in low lying areas of The City.
 - B. NRCS Main Drain Improvements – Extension has been granted. Topographic surveying has commenced and is approximately 75% complete.
 - C. MEMA Drainage Hazard Mitigation Grant has been submitted to MEMA and is under review. Waiting on comments or further direction from MEMA.
 - D. Finalizing preliminary plans for City Wide Box Culvert Repairs (Webster, Good, McDonald Lane and Dunbar Ave). Dunbar Ave culvert has two blockages, a set of timber piling supporting the timber bridge on the west side of the culvert and an abandoned force main on the east side of the culvert. Based on preliminary data, the culvert does appear to be undersized for the drainage basin. There are also concerns about the invert elevation of the box culvert crossing Beach Blvd near Felicity St. as the survey shots indicate the Dunbar Ave culvert is approximately 1’ higher than the Felicity St. culvert. We do recommend the piling to be relocated and the force main removed to eliminate any potential debris from being trapped on these obstructions which can lead to storm water backing up during rain events. It is anticipated that these improvements would be eligible items for the other drainage improvements grants from NRCS and MEMA.
 - E. Coordinating GIS updates with city personnel.



2. Building Department

A. CFM

- 1) Currently working with MEMA on Flood Plain Ordinance Revisions to include:
 - a. Increased enclosure SF for AE zones – reviewing impacts to CRS rating.
 - b. Revised substantial damage cost comparison language
- 2) City website and call system has information relative to flood hazards, flood notifications and corrective actions taken to reduce the risk of localized flooding.
- 3) Working on notification letters based on MEMA potential violation list. FEMA has cleared many of the violations.
- 4) Coordinating MEMA CAV visit for onsite inspections of properties in the SFHA.

B. CRS

- 1) Requested all SOS properties for drainage and open space preservation.
- 2) CAV has been closed and the City maintained a 7 Rating.

3. Public Works

- A. MS 4 Permit Annual Report – annual report has been accepted.
4. Beyer Drive Sidewalk Improvements – MDOT has authorized the project to be awarded to the contractor. Coordinating contract documents with MDOT.
5. Washington St. Pathway Improvements – MDOT has authorized the project to be awarded to the contractor. Coordinating contract documents with MDOT.
6. Coordinating MDOT activation procedures for the Old Spanish Trail Lighting Project, and Ranch/Pine St. Sidewalk Projects. Seube St. and Felicity St. sidewalks are slated to be funded in FY 26. GRPC has merged all sidewalk projects into 1 City Wide project.
7. HWY 603 Turning Lane Extension Project – Final design is approximately 75% complete. LPA 700 Design Variance is being resubmitted to MDOT for approval.



Field review comments have been received and we are updating the plans accordingly.

- 8. ADA Transition Study – Field evaluation of City facilities has commenced.
- 9. MEMA Hazard Mitigation Ward 6 road elevation – submitted cost benefit analysis and cost estimate/funding request to MEMA for review. Waiting on comments from MEMA.
- 10. Hurricane Zeta Damage
 - A. Harbor
 - 1) Phase 2 Repairs – only one bid was received. All documentation was submitted to MEMA and FEMA with a cost adjustment request.
 - 2) Phase 3 Dredging – WQC has been received and now waiting on final permit determination from USACE.
- 11. Hurricane Ida Damage Repairs – still waiting on response from MEMA/FEMA for funding adjustment due to the higher bid costs. We had a conference call with MEMA/FEMA on July 9 to discuss additional questions they have regarding the scope of work and the bids received.
- 12. Sunset Sewer Improvements – Final design documents have been sent to DEQ for review. Waiting on final comments.
- 13. Ramoneda St. Sewer Improvements – Final design is complete. Coordinating DEQ comments and approval prior to requesting authorization to proceed with advertising for construction bids.
- 14. Scianna Lane Drainage Improvements – Notice to Proceed is August 5, 2024.
- 15. Proposed Water Well Project – Plans were submitted to DOH in March for review. Waiting on comments.
- 16. Proposed Elevated Water Tank and Water System Improvements – loan documents have been submitted. We are currently working on the Facility’s Plan which due in July. Public hearing is scheduled for July 17th.
- 17. Canal Dredging and Sampling – coordinating sampling and testing schedule for Phase 1. All canals, except for those East of Paradise Lane have been surveyed.
- 18. ARPA City Wide Sewer Rehabilitation
 - A. Phase 1 – Finalizing outstanding reports, missing videos etc.



B. Phase 2 – Gravity Sewer Main Repairs and Lining

- 1) Repair documents will be prepared as CCTV reports submitted as part of Phase 1.
- 2) Repair documents are anticipated to be completed and ready for bid advertising in July of 2024.

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

19. Downtown Striping Plan – coordinating with existing curb inlet locations to determine any impacts to the crosswalk locations.
20. Pickle Ball Court – Construction has commenced.
21. Downtown Board Walk – coordinating advertising for construction bids.
22. Julia St. Park Improvements – cost estimate and site plan have been submitted for review.
23. Lead and Copper Service Line Remediation Project – working with City personnel on developing inventory of all lead, copper, or galvanized water service lines. The first phase inventory is due by October 2024.
24. WPCRLF Sewer Low Interest/Forgivable Loan through MDEQ– Ranking Form was submitted on April 15, 2024. Draft Facilities Plan submitted June 15, 2024 and under review. Public notice of projects public hearing has a deadline of September 1, 2024. Public hearing needs to be held by October 1, 2024. Public notice and public hearing need to be determined.

MEMORANDUM OF UNDERSTANDING
Between
Bay St. Louis City Council
and
Mayor Mike Favre

This Memorandum of Understanding (“MOU”) is entered into by and between City of Bay St. Louis (“Municipality”) City Council (“Council”) and the Mayor of Bay St. Louis (“Mayor”), hereinafter the Parties. In consideration of those mutual undertakings, the Parties agree as follows:

WHEREAS, the Council, is designated to accept and administer funds from the federal American Rescue Plan Act (“ARPA”), sections 602 and 603 of the Social Security Act as added by section 9901 of the American Rescue Plan Act of 2021 (the “Act”), Pub. L. No. 117-2 (Mar. 11, 2021); and

WHEREAS, the Mayor is tasked with overseeing the day-to-day operations of the Municipality, including but not limited to utilities, specifically drinking water, wastewater and stormwater projects; and

WHEREAS, the Board must approve the Municipality’s budget and the Mayor executes the expenditures; and

WHEREAS, the Parties desire to enter into this MOU to memorialize their understanding of the mutual advantages of this cooperative relationship.

NOW, THEREFORE, the Parties agree to the terms and conditions set forth below:

I. Purpose

The purpose of this MOU is to memorialize an agreement to obligate the Municipality’s ARPA State and Local Fiscal Recovery Funds (“Funds”) for those purposes set forth in the Subaward Agreement between Bay St. Louis and the Mississippi Department of Environmental Quality (“MDEQ”), MDEQ Agreement No. 39-1-CW-5.5 set forth in Attachment “A”, hereby adopted and incorporated by reference herein, along with any current or future modifications thereto (“MDEQ Subaward Agreement”).

II. Conditions and Scope

The Council agrees to appropriate and the Mayor agrees to expend the Funds to perform the “Scope of Work,” as set forth in Attachment A and Article 2 of the MDEQ Subaward Agreement, for the “Project” as set forth in Article 2 of the MDEQ Subaward Agreement.

III. Amount

The Council agrees to provide and obligate the Funds in an amount not to exceed the funds as set forth in Article 7.A.ii of the MDEQ Subaward Agreement and the Mayor agrees to expend the Funds in such amount.

IV. Term

The MOU shall be effective from the date executed below and shall expire on January 1, 2027.

V. Binding Effect

The MOU shall be binding upon the Parties hereto and upon any respective successors and assigns of the Parties.

VI. Obligation of the Parties

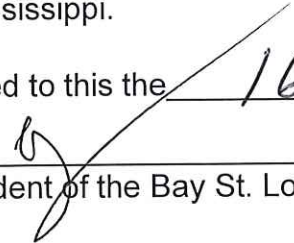
The Parties agree to the following obligations under this MOU:

- a. The (Insert Board or Council) agrees to provide the Mayor the Funds in an amount not to exceed the amount set forth in Article 7.A.ii of the MDEQ Subaward Agreement.
- b. The Mayor shall expend the Funds in amount not to exceed the amount set forth in Article 7.A.ii of the MDEQ Subaward Agreement to pay for the cost of the Scope of Work necessary to implement the Project.
- c. The Mayor shall follow federal and state procurement and expenditure requirements as required by and set forth in the MDEQ Subaward Agreement.
- d. The Mayor shall ensure a complete procurement file for each contract necessary to perform the Scope of Work in the Subaward is submitted to MDEQ with reimbursement requests in accordance therewith.

VII. Applicable Law

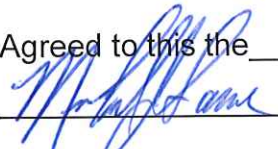
This MOU shall be governed by and construed in accordance with the laws of the State of Mississippi.

Agreed to this the 16 day of July, 2024.



President of the Bay St. Louis City Council

Agreed to this the 16 day of July, 2024.



Mayor Mike Favre

ATTACHMENT "A"
(INSERT ORIGINAL EXECUTED MCWI SUBAWARD AND ANY SUBSEQUENT EXECUTED MODIFICATONS)

**MEMORANDUM OF UNDERSTANDING
BETWEEN
HANCOCK COUNTY, MISSISSIPPI
AND
CITY OF BAY SAINT LOUIS**

This **MEMORANDUM OF UNDERSTANDING** (this "Agreement") is executed by and between **HANCOCK COUNTY, MISSISSIPPI** (the "County"), a political subdivision of the State of Mississippi, acting by and through its Board of Supervisors, and the **CITY OF BAY SAINT LOUIS, MISSISSIPPI** (the "City"), acting by and through its City Council, and is effective as of the last signature hereon.

WITNESSETH:

WHEREAS, on March 11, 2021, the American Rescue Plan Act ("ARPA") was signed into law by the President. Section 9901 of ARPA amended Title VI of the Social Security Act to add section 602, which establishes the Coronavirus State Fiscal Recovery Fund, and section 603, which establishes the Coronavirus Local Fiscal Recovery Fund (together, the Fiscal Recovery Funds).

WHEREAS, the Fiscal Recovery Funds are intended to provide support to State, local, and Tribal governments in responding to the impact of COVID-19 and in their efforts to contain COVID-19 on their communities, residents, and businesses. The Fiscal Recovery Funds build on and expand the support provided to these governments over the last year, including through the Coronavirus Relief Fund (CRF).

WHEREAS, through the Fiscal Recovery Funds, Congress provided State, local, and Tribal governments with significant resources to respond to the COVID-19 public health emergency and its economic impacts through four categories of eligible uses. Section 602 and section 603 contain the same eligible uses. Sections 602(c)(1) and 603(c)(1) provide that funds may be used:

(a) To respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;

(b) To respond to workers performing essential work during the COVID-19 public health emergency by providing premium pay to eligible workers;

(c) For the provision of government services to the extent of the reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and

(d) To make necessary investments in water, sewer, or broadband infrastructure.

WHEREAS, pursuant to Section 603 (c)(3) to Title VI of the Social Security Act, which was amended by the ARPA, the County is authorized to provide ARPA funds to the City for the provision of work authorized by the ARPA; and

WHEREAS, the County and City wish to construct certain public infrastructure improvements that are located within BSL limits, which consists of a sewer rehabilitation project as is more fully described herein; and

WHEREAS, the County and City desire to work in coordination and cooperation with each other in a government-to-government relationship for the benefit of both parties; and

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and other good and valuable consideration, the County and City do hereby agree as follows:

I. PURPOSE

The purpose of this Cooperative Agreement is to establish a protocol for, and define the respective responsibilities and obligations of the County and City with respect to their joint and cooperative efforts to complete the Bay St. Louis Citywide Sewer Rehab Project (the "Project"), which consists of videoing and rehabbing and/or repairing sewer lines throughout the City limits.

II. CONTACT PERSONS

It is understood by both parties that the County executes all its orders and directives through its Board of Supervisors. It is understood by both parties that BSL executes all of its orders and directives through its Board.

Unless otherwise notified in writing to the contrary, the appropriate contact person (the "County Designated Officer") for the County for matters pertaining to this Cooperative Agreement shall be:

Hancock County Board of Supervisors
President, Board of Supervisors
Scotty Adam, President
Or Its County Administrator
854 Highway 90, Suite A
Bay St. Louis, Mississippi 39520
Telephone: 228-467-0172
Facsimile: 228-467-2691

Unless otherwise notified in writing to the contrary, the appropriate contact person (the "City's Designated Officer") for matters pertaining to this Cooperative Agreement shall be:

Mayor Mike Favre

By notice to the other party hereunder, the County Designated Officer or City Designated Officer may designate representatives to carry out the purposes of this Agreement.

All notices given hereunder shall be by U.S. Certified Mail, return receipt requested, or by facsimile and shall be effective only upon receipt by the addressee at the above addresses or telephone numbers.

III. ADMINISTRATION AND RESPONSIBILITIES OF THE PARTIES

It is understood and agreed that this undertaking is pursuant to the authority set forth in Section 17-13-1 of the Code, which expressly authorizes the County and City to enter into this agreement to secure, and provide for expenditures of Fiscal Recovery Funds.

A separate entity or administrative body is not created under the Agreement. In addition to the requirements below, each entity will structure the contracts within their best efforts so as to ensure the ability of the use of Fiscal Recovery Funds for the Project.

A. The County hereby covenants, warrants and agrees as follows:

1. To make available for use on the Project Fiscal Recovery Funds in an amount not to exceed \$700,000.00 committed to that this as an eligible purpose for items for the Project. The County shall have no obligation to commit any funds in an amount to exceed that amount even if necessary to complete the work. Further, The County’s allocation herein shall be limited to the extent the funds would be committed to a purpose eligible under the ARPA. The County reserves the right to reduce or exclude the amount of funds. The County’s use of the funds is contingent upon the construction being compliant with the uses allowed of ARPA funds.
2. Upon receipt of each invoice from the City for payments to contractors for work done on the Project, to approve for payment the invoices in a timely manner. The City shall submit all invoices to the County Designated Officer with copy to the County Administrator.
3. To assist the City in every reasonable and appropriate manner in providing any State or Federal entity with financial, statistical and other records and reports as may be requested for audit purposes or required by state and federal regulations and guidelines.

B. The City hereby covenants, warrants and agrees as follows:

1. To perfect all functions necessary to complete the Project, including design, right-of-way acquisition, and construction.

2. To conform the Project to appropriate details and requirements of the ARPA.
3. To provide construction engineering for the Project through a consultant engineer contract. The City has procured engineering services for ARPA related projects and selected Chiniche Engineering & Surveying (JJC PA LLC) as the engineer of records for the Project. A copy of all professional services procurement documents related to engineering services are available for County review upon request.
4. To proceed with the construction advertisement, receipt of bids, and opening of bids in accordance with State Contract Procurement law, ARPA procurement law, standard procedures, and coordinate with the County to ensure the County's compliance with all ARPA requirements, and any other requirements applicable to Fiscal Recovery Funds. The City shall provide the County, in advance of advertisement, the procedures to be utilized by the City for procurement such as to allow the County's concurrence as to the compliance with applicable laws, rules and regulations.
5. To award the contract or contracts for construction of the Project.
6. To timely pay all consultants, contractors, and other persons and firms who perform work on the Project, and provide and submit to the County invoices and all appropriate information from contractors, and others reflecting actual expenditures, along with any other documentation required by the County.
7. If the funds provided by the County are not sufficient to pay fully the complete cost of the Project, the City shall defray such additional expense as may be necessary to complete the Project substantially in accordance with the plans and specifications.
8. Upon satisfactory completion, to accept the Project and to maintain it in accordance with all applicable state and federal laws and regulations.
9. To comply, in the conduct of the Projects, with the provisions of Title VI of the 1964 Civil Rights Act.
10. To assist the County in every reasonable and appropriate manner in providing any State or Federal entity with financial, statistical or other records and reports as may be requested for audit purposes or required by state and federal regulations and guidelines.
11. Any costs not eligible for ARPA funding shall not be the liability of the County, but of the City.

12. To comply with any other applicable state, local and federal laws and regulations, and any requirements pertaining to the Project.
13. The City shall be the owner of the work and shall be the recipient of ownership of the completed work following construction. The City acknowledges and understands that it (to the exclusion of the County) is solely responsible for any contractual duties of the owner in any construction, administrative, engineering, architectural or other contract related to the project. The County shall have no responsibility or obligation to those contractual requirements.

IV. GENERAL PROVISIONS AND RESPONSIBILITIES

1. This Agreement is made in the best interests of the citizens of Bay St. Louis and Hancock County, Mississippi, and is expected to provide standard health, safety and welfare benefits. The parties hereto agree to cooperate in good faith, to the end that the Project is completed in the most timely manner possible.
2. The County has agreed to make available for the Projects certain funds made available through the Fiscal Recovery Funds as described above, but will not be responsible for any additional funding. The City asserts that it has sufficient funds available from other sources to complete the Project, regardless of whether any additional funds are made available through any other entity.
3. No provision of this Agreement is intended, nor shall it be construed, to grant any right, title, or interest to any party or third party not a signatory hereto.

V. AMENDMENTS

This Agreement may be amended in writing as mutually agreed upon by the parties.

VI. TERMINATION

Prior to award of any contract for the construction phase of the Projects, this agreement may be terminated by either party on sixty (60) days written notice. Once a contract for the construction of the Project has been awarded, this agreement may only be terminated by written agreement of the parties. In either event, the party requesting termination shall be responsible for all reasonable and necessary costs to close out any awarded contract(s) unless one of the parties elects to continue the project at its sole expense, without recourse. Termination of this agreement shall not, in and of itself, be considered as cancellation of any other contract made in furtherance of this agreement.

This agreement shall not create rights in any person(s) or entity(ies) not a signatory hereto.

VII. DISPOSITION OF PROPERTY

Throughout the operation of this Agreement and following its expiration, all property affected by the Project is owned by the City before the effective date hereof shall remain property of the City. All property acquired for the purposes of work on the Projects shall be disposed of as described hereinabove with the City being the owner following construction.

VIII. SEVERABILITY

Should any provision of this Cooperative Agreement be found to be unconstitutional, or otherwise be contrary to the laws of the State of Mississippi or the United States of America, to the extent that it is reasonably possible to do so, the remainder of this Agreement shall remain in full force and effect.

IX. AUTHORITY

Authority for this Agreement has been granted by the Mississippi State Legislature pursuant to Section 17-13-1 *et seq.* of the Code.

SO EXECUTED AND AGREED THIS 3rd ^{October} ~~DAY~~ OF NOVEMBER, 2022.

HANCOCK COUNTY, MISSISSIPPI

By: Scotty Adam

President, Board of Supervisors, Scotty Adam

Attest:

By: Timothy A. Kellar

Clerk, Board of Supervisors, Tim Kellar



BAY SAINT LOUIS, MISSISSIPPI

By: Mayor Mike Favre

President, Mayor Mike Favre

Attest:

By: Michael Reso

city clerk, Michael Reso

**MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
MISSISSIPPI MUNICIPALITY AND COUNTY WATER INFRASTRUCTURE GRANT**

**STATE OF MISSISSIPPI
COUNTY OF HINDS**

MDEQ AGREEMENT NO. 39-1-CW-5.5

SUBAWARD AGREEMENT

This document is a Subaward Agreement (this “Agreement”) between the Mississippi Department of Environmental Quality (“MDEQ”), a Pass-through entity as defined in 2 C.F.R. § 200.1, and City of Bay St. Louis, UEI Number: GRTLUN1WF5F9 (“SUBRECIPIENT”, and together with MDEQ, the “Parties”, and each, a “Party”) to provide grant funds for the Work conducted under the Mississippi Municipality and County Water Infrastructure (“MCWI”) Grant Program (the “Program”) as specified in Article 4.

1. SOURCE OF FUNDS

The grant funds provided by this Agreement are made available pursuant to the MCWI Grant Program Act of 2022, Mississippi Senate Bill 2822, 2022 Regular Session (April 26, 2022), provided through funds awarded to the State of Mississippi pursuant to the American Rescue Plan Act of 2021 (“ARPA”), Public Law 117-2 (March 11, 2021), provided through the U.S. Department of Treasury pursuant to Federal Award # SLFRP0003 and CFDA No. 21.027 (Coronavirus State and Local Fiscal Recovery Funds) awarded on May 10, 2021, and subsequently to MDEQ through Mississippi Senate Bill 3056, 2022 Regular Session (April 26, 2022).

2. PROJECT

Under this Agreement, MDEQ agrees to disburse funds to SUBRECIPIENT in accordance with the terms herein to reimburse the costs associated with SUBRECIPIENT’s implementation of the project entitled “Bay St. Louis Citywide Sewer Rehabilitation Project” (the “Project”).

3. PURPOSE

The purpose of this Project is to make a necessary investment in an upgrade to SUBRECIPIENT’s existing wastewater infrastructure. The Project is not for Research and Development.

4. SCOPE OF WORK

SUBRECIPIENT shall perform the tasks as described and identified in Attachment “A”, Scope of Work (the “Work”).

5. TERMS AND CONDITIONS

SUBRECIPIENT is subject to U.S. Treasury’s regulations governing ARPA, and all applicable terms and conditions in 2 C.F.R. Part 200 of the Office of Management and Budget (“OMB”) Uniform Guidance for Grants and Cooperative Agreements, as amended, including

Appendix II to Part 200, and all other OMB circulars, executive orders or other federal laws or regulations applicable to the services provided under this Agreement. All of these terms and conditions of this Agreement apply to SUBRECIPIENT and, as applicable, its Contractors/Contracted Parties.

6. **PERIOD OF PERFORMANCE**

The Period of Performance shall commence upon the execution of this Agreement and shall end on **September 30, 2026**. Costs incurred on March 3, 2021, or thereafter, but prior to the commencement of the Period of Performance may be reimbursed provided MDEQ determines such costs are allowable and eligible. SUBRECIPIENT agrees to complete all tasks included in the Scope of Work within this Period of Performance, unless otherwise specified in writing by MDEQ. If, at any time during the Period of Performance of this Agreement, SUBRECIPIENT determines, based on the Work performed to date, that the Work cannot be completed within the Period of Performance, SUBRECIPIENT shall so notify MDEQ immediately in writing.

Failure to adhere to the requirements placed on MCWI funds can result in termination of this Agreement and may result in a demand for repayment by MDEQ. Moreover, if MDEQ is required to return any funds as a result of misspending on the part of SUBRECIPIENT, MDEQ reserves the right to seek and receive repayment of the amount of funds in question.

7. **CONSIDERATION AND PAYMENT**

A. *Project Cost.* The total Project cost shall not exceed **\$12,500,000.00**, with said amount broken down as follows:

- i. MCWI Grant Funds shall not exceed **\$4,150,191.14**;
- ii. The Local Fiscal Recovery Funds (“LFRF”) received by SUBRECIPIENT from the U.S. Treasury or the Mississippi Department of Finance and Administration used as matching funds in this Agreement shall not exceed **\$3,450,191.14**;
- iii. Any LFRF transferred to SUBRECIPIENT from a county or municipality (“Transferred LFRF”) shall not exceed **\$700,000.00**;
- iv. Any other funds that SUBRECIPIENT obligates(ed) to the project that are not eligible for MCWI match (“Other Funds”) shall not exceed **\$4,199,617.72**.

B. Professional fees that will be reimbursed with MCWI Grant Funds shall not exceed **\$500,000.00**. This amount is included in, and is not in addition to, the maximum MCWI Grant Funds specified in Article 7.A.i, above and Article 7.C., below.

SUBRECIPIENT understands and acknowledges that the amount of professional fees, as defined in the MCWI Regulations, Rule 1.1 E. (18), that may be matched with MCWI Grant Funds is limited to no more than 4% of the total amount of costs actually

incurred on the Project, which in no case may be more than the total Project cost set forth in Article 7.A., above.

C. *Consideration.* As consideration for the performance of the tasks included in this Agreement, MDEQ agrees to reimburse SUBRECIPIENT an amount not to exceed **Four Million One Hundred Fifty Thousand One Hundred Ninety-One Dollars and Fourteen Cents (\$4,150,191.14)** (the “Maximum Amount”).

MDEQ is under no obligation to provide funds to SUBRECIPIENT if SUBRECIPIENT has not met, or does not continue to meet, minimum federal requirements to receive funds, such as but not limited to, adhering to applicable procurement requirements found in 2 C.F.R. Part 200 *et al.* Moreover, MDEQ bears no responsibility relative to SUBRECIPIENT’s expenditure of its own funds. To that end, in the process of review of documentation for reimbursement, as well as compliance monitoring activities associated with the Program, MDEQ is not responsible or liable for any expenditure made by SUBRECIPIENT with its funds. As such, SUBRECIPIENT is solely responsible for compliance with federal and state requirements associated with its LFRF, its LFRF Transferred Funds, and any other funds it uses towards its Project that are not a part of the MCWI Grant Funds. SUBRECIPIENT must substantiate all expenditures in a compliant manner. MDEQ is under no obligation to reimburse costs incurred that are not demonstrably compliant with federal and state law.

D. *Payment.* Subject to available funding, as set forth in the terms and conditions of this Agreement, MDEQ shall pay all properly invoiced amounts due to SUBRECIPIENT within forty-five (45) days after MDEQ’s receipt of such invoice, except for any amounts disputed by MDEQ in good faith. Legislative approval may be required where MDEQ receives any claim of payment from SUBRECIPIENT that includes Work performed outside a one (1) year period from receipt of such invoice.

i. *Request for Payment.* SUBRECIPIENT shall request payment of funds hereunder for Project costs on a reimbursement basis (such requests, “Reimbursement Requests”), unless otherwise directed by MDEQ. SUBRECIPIENT shall submit Reimbursement Requests and supporting documentation of costs incurred as required by MDEQ to the MCWI Reimbursement Portal, located at <https://www.mswaterinfrastructure.com>. All Reimbursement Requests for time periods ending June 30 of any year, during the Period of Performance under this Agreement, shall be submitted no later than July 31 of that same year. Final invoice(s) shall be submitted to MDEQ no later than September 30, 2026. The Reimbursement Request shall include, at a minimum, breakdowns of personnel, position, dates worked, tasks performed, and totals for contract costs, materials, supplies and equipment, included in the Reimbursement Request. SUBRECIPIENT shall make Reimbursement Requests in accordance with the following procedures and subject to the following terms and conditions:

1. SUBRECIPIENT may make Reimbursement Requests no more frequently than once monthly during the Period of Performance of this Agreement.

2. SUBRECIPIENT shall request payment under this Agreement only for the costs necessary to complete the Scope of Work specifically stated and required under this Agreement.

3. SUBRECIPIENT shall not request payment under this Agreement for other services or other work the SUBRECIPIENT or its contractors may provide under any other Subaward or Contract not related to this Project.

4. SUBRECIPIENT shall provide on each Reimbursement Request the amount of its LFRF, Transferred LFRF and Other Funds expended. SUBRECIPIENT shall also provide the amount requested for professional fees. MDEQ will then determine the amount of MCWI Grant Funds that each Reimbursement Request qualifies for within the Program regulations and procedures.

5. SUBRECIPIENT understands that no payment, including final payment, shall be interpreted as acceptance of defective and incomplete Work, and SUBRECIPIENT shall remain responsible for performance in strict compliance with this Agreement. If MDEQ rejects, condemns or fails to approve any part of the Scope of Work, it may issue a Notice to Cure or terminate this Agreement.

6. MDEQ reserves the right to refuse to pay all or any part of the funds requested in a Reimbursement Request for any of the following reasons: 1) at MDEQ's discretion, the costs SUBRECIPIENT is seeking reimbursement for are not reasonable or necessary for the completion of the Work in this Agreement, 2) at MDEQ's discretion, the costs are ineligible for reimbursement under this Project, 3) at the time the request is submitted SUBRECIPIENT has failed to comply with any term or condition of this Agreement, 4) at the time the request is submitted the SUBRECIPIENT has otherwise failed to perform the Work to date in accordance with the Scope of Work, or 5) at the time the request is submitted the SUBRECIPIENT has otherwise failed to comply with applicable state, federal, or local laws and regulations.

ii. *Indirect Cost Rate.* Reimbursement of indirect costs and/or overhead is not allowed under this Agreement.

E. *Limitations on Expenditures.* MDEQ shall reimburse SUBRECIPIENT only for documented expenditures incurred on or after March 3, 2021: (i) reasonable and necessary to carry out the Scope of Work described in Attachment A; (ii) documented by contracts or other evidence of liability and (iii) incurred in accordance with all applicable requirements for the expenditure of funds payable under this Agreement.

F. *Improper Payments.* Any item of expenditure by SUBRECIPIENT under the terms of this Agreement which is found by auditors, investigators, other authorized

representatives of MDEQ, the U.S. Treasury, the Mississippi State Auditor or other federal or state instrumentality to be improper, unallowable, in violation of federal or state law, or the terms of this Agreement, or involving any fraudulent, deceptive, or misleading representations or activities of SUBRECIPIENT shall become SUBRECIPIENT’s liability, and shall be paid solely by SUBRECIPIENT, immediately upon notification of such, from funds other than those provided by MDEQ under this Agreement. This provision shall survive the expiration or termination of this Agreement.

Any funds that are paid by MDEQ to SUBRECIPIENT that are not necessary for the completion of the Work in this Agreement and/or that are deemed ineligible must be returned to MDEQ immediately upon receiving MDEQ's written notification for return of funds.

G. *Clawback.* If funds are expended improperly or if an expense submitted for reimbursement is disallowed or deemed ineligible under federal, state or local laws and regulations, then payments to SUBRECIPIENT may be subject to clawback by MDEQ, the State of Mississippi or the U.S. Treasury.

8. **AMENDMENTS OR MODIFICATION**

This Agreement may only be amended, modified, or supplemented by written agreement signed by the Parties hereto.

9. **PROGRESS REPORTS**

SUBRECIPIENT shall provide required progress reports during the Period of Performance of this Agreement in a format prescribed by MDEQ. These reports shall be submitted in accordance with the following schedule, which may be amended from time to time:

<u>REPORTING PERIOD</u>	<u>DEADLINE</u>
October – December	January 15
January – March	April 15
April – June	July 15
July – September	October 15

This provision shall survive the expiration or termination of this Agreement with respect to any reports which SUBRECIPIENT is required to submit to MDEQ following the expiration or termination of this Agreement.

10. **FAILURE TO TIMELY PERFORM**

SUBRECIPIENT shall take all reasonable measures to ensure MCWI Grant Funds and LFRF used for MCWI matching funds are obligated by 11:59 p.m. on August 30, 2024. SUBRECIPIENT acknowledges and agrees that its failure to obligate MCWI Grant Funds and LFRF used for MCWI matching funds by 11:59 p.m. on August 30, 2024, may result in MDEQ modifying the MCWI Grant Funds awarded or terminating this Agreement.

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof authorized by MDEQ or if SUBRECIPIENT otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance. If such delay or nonperformance is not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to perform properly.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

11. FINAL PAYMENT AND REPORT

When SUBRECIPIENT has performed all the Work, SUBRECIPIENT shall transmit to MDEQ a comprehensive report on the Work in a format prescribed by MDEQ (the "Final Report"). The Final Report shall be provided by SUBRECIPIENT to MDEQ within forty-five (45) days of Project completion in a format prescribed by MDEQ. Upon acceptance of Final Report, MDEQ will process final Reimbursement Request.

Upon satisfactory completion of the Work performed under this Agreement, as a condition before final payment under this Agreement or as a termination settlement under this Agreement, SUBRECIPIENT shall certify to MDEQ, on a form provided by MDEQ, that the final payment amount is the remaining amount that SUBRECIPIENT is owed under this Agreement and that no additional payment for its Work under this Project will be submitted for reimbursement. Unless otherwise provided in the Agreement, by state law or otherwise expressly agreed to by the Parties in this Agreement, final payment under this Agreement or settlement upon termination of this Agreement shall not constitute a waiver of MDEQ's claims against SUBRECIPIENT or its sureties under this Agreement.

In consideration of the execution of this Agreement by MDEQ, SUBRECIPIENT agrees that acceptance of final payment from MDEQ will constitute an agreement by SUBRECIPIENT to release and forever discharge MDEQ, its agents, employees, officers, representatives, affiliates, successors and assigns from any and all claims, demands, damages, liabilities, actions, causes of action or suits of any nature whatsoever, which SUBRECIPIENT has at the time of acceptance of final payment or may thereafter have, arising out of, in connection with or in any way relating to any and all injuries and damages of any kind as a result of or in any way relating to this Agreement.

12. FINANCIAL MANAGEMENT AND COMPLIANCE

MDEQ requires that SUBRECIPIENT have in place, prior to the receipt of funds, a financial management system that will be able to isolate and trace every dollar funded under this Agreement from receipt to expenditure and have on file appropriate support documentation for each transaction. Examples of documentation include but are not limited to copies of checks paid to vendors, vendor invoices, bills of lading, purchase vouchers, payrolls, bank statements and reconciliations, and real property and easement appraisals. Prior to the submittal of any such

documentation to MDEQ, SUBRECIPIENT shall redact, in accordance with the definition of “Protected Personally Identifiable Information” (“Protected PII”) as defined in 2 C.F.R. § 200.1, all information reflecting an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII as defined in 2 C.F.R. § 200.1 that is required by law to be disclosed. SUBRECIPIENT and any Contracted Parties (as such term is defined in Article 13 of this Agreement) are limited to the travel rates of the State of Mississippi, including dining and hotels, in place at the time of the expenditure for which reimbursement is sought; and SUBRECIPIENT shall audit any such invoice for same, clearly indicating the actual expense and the adjustment, if any.

SUBRECIPIENT certifies that all information provided to MDEQ or its representatives as part of the initial risk assessment for this Work is complete and accurate. SUBRECIPIENT agrees to submit to and cooperate with MDEQ in any additional risk assessment evaluation and periodic audit procedures to ensure adequate financial management of all funds. Further, SUBRECIPIENT shall continue to implement any recommendations and/or corrective action plan set forth in the report transmitted to SUBRECIPIENT based on the findings of the systems and processes for financial management, a copy of which is attached hereto as Attachment “B” and incorporated herein in its entirety.

13. CONTRACTS

SUBRECIPIENT shall be responsible for accountability of funds, compliance with Project specifications, and Project management by its contractors. MDEQ shall not bear responsibility for any liability caused or incurred by any contractor in performing Work. MDEQ shall not be deemed by virtue of this Agreement to have any contractual obligation to, or relationship with, any of SUBRECIPIENT’s contractors, and the Parties agree and acknowledge that, as between MDEQ and SUBRECIPIENT, all Work shall be deemed to be the responsibility of, and performed by, SUBRECIPIENT. No contractor or other recipient of funds from MDEQ under this Agreement shall be deemed to be an agent, representative, employee or servant of MDEQ in connection with this Agreement. The parties with whom contracts or subaward agreements are entered into by the SUBRECIPIENT shall be referred to herein as “Contractor”, “Contracted Party”, or “Contracted Parties”. In addition to ensuring that its Contracted Parties follow the applicable terms in this Agreement, SUBRECIPIENT shall require all terms and conditions set forth in Attachments “A” and “C” attached hereto to be included in all agreements between the SUBRECIPIENT and Contracted Parties, and in all agreements between Contracted Parties and Contracted Parties’ contractors/sub-contractors.

14. APPLICABLE LAW

The Agreement shall be governed by and construed in accordance with the laws and regulations of the State of Mississippi and applicable federal law excluding, its conflict of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State. SUBRECIPIENT shall comply with applicable federal, state, and local laws and regulations, including, but not limited to, the following:

A. *Authorizing Statutes.* Section 603 of the *Social Security Act* (42 U.S.C. § 803), as added by section 9901(a) of the *American Rescue Plan Act of 2021* (Pub. L. No. 117-2) and Mississippi Senate Bill No. 2822, entitled the Mississippi Municipality and County Water Infrastructure Grant Program Act of 2022, Regular Session 2022 (April 26, 2022).

B. *Implementing Regulations.* Subpart A of 31 C.F.R. Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the *Coronavirus State and Local Fiscal Recovery Funds* interim final rule (86 Fed. Reg. 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 Fed. Reg. 4338, applicable January 27, 2022 through the end of the ARP/CSLFRF award term), and other subsequent regulations implementing Section 603 of the *Social Security Act* (42 U.S.C. § 803), as well as MDEQ regulations, entitled “Mississippi Commission on Environmental Quality Regulations for the Mississippi Municipality and County Water Infrastructure Grant Program.”

C. *Guidance Documents.* Applicable guidance documents issued from time-to-time by the US Department of Treasury and MDEQ, including the currently applicable version of the *Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*.¹

D. *Licenses, Certifications, Permits, Accreditation.* SUBRECIPIENT shall obtain and keep current any license, certification, permit, or accreditation required by federal, state, or local law and shall submit to MDEQ proof of any licensure, certification, permit or accreditation upon request.

15. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of MDEQ to proceed under this Agreement is conditioned upon the availability of the funds from state, federal, and/or other funding sources. If the funds anticipated for the continuing fulfillment of the Agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to MDEQ, MDEQ shall have the right upon ten (10) working days written notice to the SUBRECIPIENT, to terminate this Agreement without damage, penalty, cost or expenses to MDEQ of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

16. REPRESENTATION REGARDING CONTINGENT FEES

SUBRECIPIENT represents that it has not retained a person to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

¹ <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>.

17. REPRESENTATION REGARDING GRATUITIES

SUBRECIPIENT represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations* and Section 9.105 (Gratuities) of the Mississippi Procurement Manual.

18. UNIFORM ADMINISTRATIVE REQUIREMENTS

SUBRECIPIENT shall comply with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 C.F.R. Part 200 (“UG”), as adopted by the Department of Treasury at 2 C.F.R. Part 1000 and as set forth in the Assistance Listing for ARP/CSLFRF (21.027). These requirements dictate how SUBRECIPIENT must administer the Subaward and how MDEQ must oversee SUBRECIPIENT. As a condition of receipt of the grant funds authorized in this Agreement, SUBRECIPIENT agrees to watch the video entitled “American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview” found at <https://www.mswaterinfrastructue.com>.

The applicable UG provisions are as follows:

- Subpart A, Acronyms and Definitions;
- Subpart B, General Provisions;
- Subpart C, Pre-Federal Award Requirements and Contents of Federal Awards (except 2 C.F.R. §§ 200.204, .205, .210, and .213);
- Subpart D, Post Federal Award Requirements (except 2 C.F.R. §§ 200.305(b)(8) and (9), .308, .309, and .320(c)(4));
- Subpart E, Cost Principles;
- Subpart F, Audit Requirements;
- 2 C.F.R. Part 25 (Universal Identifier and System for Award Management);
- 2 C.F.R. Part 170 (Reporting Subaward and Executive Compensation Information); and
- 2 C.F.R. Part 180 (OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)).

SUBRECIPIENT shall document compliance with UG requirements, including adoption and implementation of all required policies and procedures, within thirty (30) days of the execution of this Agreement and during all subsequent reviews during the term of the Agreement. It is SUBRECIPIENT’s responsibility to comply with all UG requirements. Failure to do so may result in termination of the Agreement by MDEQ.

All real property acquired or improved, and equipment or supplies purchased in whole or in part with MCWI Grant Funds and/or LFRF, must be used, insured, managed, and disposed of in accordance with 2 C.F.R. § 200.311 through 2 C.F.R. § 200.316.

19. SUBAWARDS

If SUBRECIPIENT is authorized by MDEQ to make a Subaward, SUBRECIPIENT must include and incorporate the terms and conditions of this Agreement and any attachments, in all lower tier Subawards. Further, SUBRECIPIENT, who makes a Subaward, must follow and carry out all the responsibilities of a Pass-through entity described at 2 C.F.R. Part 200.

20. COMPLIANCE WITH LAWS

SUBRECIPIENT understands that MDEQ is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful, and SUBRECIPIENT agrees during the Period of Performance of the Agreement that SUBRECIPIENT will strictly adhere to this policy in its employment practices and work performance under this Agreement. SUBRECIPIENT shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

Nothing contained in this Agreement may be deemed or construed in any way to stop, limit, or impair MDEQ from exercising or performing any regulatory, legislative, governmental, or other powers or functions.

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under ARPA, including the information provided by the State and Local Fiscal Recovery Fund Final Rule.²

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under Mississippi Senate Bill 2822 of the 2022 Legislative Session.³

SUBRECIPIENT is required to review and understand the requirements, limitations and restrictions placed upon them under by the Regulations promulgated by MDEQ.⁴

21. STOP WORK ORDER

A. *Order to Stop Work:* MDEQ may, by written order to SUBRECIPIENT at any time and without notice to any surety, require SUBRECIPIENT to stop all or any part of the Work called for by this Agreement. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to SUBRECIPIENT, unless the Parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, SUBRECIPIENT shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the Work covered by the order during the period of work

² <https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>

³ <https://mswaterinfrastructure.com/wp-content/uploads/2022/06/Mississippi-Senate-Bill-2822.pdf>

⁴ <https://mswaterinfrastructure.com/wp-content/uploads/2022/07/MCWI-Regulations-Final.pdf>

stoppage. Before the stop work order expires, or within any further period to which the Parties shall have agreed, MDEQ shall either:

- i. cancel the stop work order; or
- ii. terminate the Work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of this Agreement.

B. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is canceled at any time during the period specified in the order or if the period of the order or any extension thereof expires, SUBRECIPIENT shall have the right to resume Work. An appropriate adjustment may be made in the Period of Performance or Maximum Amount, or both, and the Agreement shall be modified in writing accordingly if:

- i. The stop work order results in an increase in the time required for, or in SUBRECIPIENT’s cost properly allocable to, the performance of any part of this Agreement; and
- ii. SUBRECIPIENT provides a written claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that MDEQ decides that the facts justify such action and any such claim asserted may be received and acted upon at any time prior to final payment under this Agreement.

C. *Termination of Stopped Work:* If a stop work order is not canceled and the Work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order may be allowed by adjustment or otherwise.

22. **E-PAYMENT**

SUBRECIPIENT agrees to accept all payments in United States currency via the State of Mississippi’s electronic payment and remittance vehicle. MDEQ agrees to make payment in accordance with Mississippi law on “Timely Payments for Purchases by Public Bodies,” which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. Miss. Code Ann. § 31-7-305.

23. **INTERVENTIONS**

If MDEQ determines that SUBRECIPIENT is not in compliance with this Agreement, MDEQ may initiate an intervention, in accordance with 2 C.F.R. § 200.208 and 2 C.F.R. § 200.339. The degree of SUBRECIPIENT’s performance or compliance deficiency will determine the degree of intervention. All possible interventions are listed below and will depend on the degree of deficiency in SUBRECIPIENT’s performance or compliance deficiency.

If MDEQ determines that an intervention is warranted, it shall provide written notice to SUBRECIPIENT of the intervention within thirty (30) days of the completion of a report review, desk review, onsite review, audit review, or procedures engagement review, or as soon as possible

after MDEQ otherwise learns of a compliance or performance deficiency related to the execution of this Agreement. The written notice shall notify SUBRECIPIENT of the following related to the intervention:

- (1) The nature of the additional requirements;
- (2) The reason why the additional requirements are being imposed;
- (3) The nature of the action needed to remove the additional requirement, if applicable;
- (4) The time allowed for completing the actions if applicable; and
- (5) The method for requesting reconsideration of the additional requirements imposed.

MDEQ may impose, but is not limited to, the following interventions on SUBRECIPIENT, based on the level of the compliance or performance deficiency that MDEQ determines:

Level 1 Interventions. These interventions may be required for minor compliance or performance issues:

- (1) SUBRECIPIENT addresses specific internal control, documentation, financial management, compliance, or performance issues within a specified time period; and/or
- (2) More frequent or more thorough reporting by the SUBRECIPIENT; and/or
- (3) More frequent monitoring by MDEQ; and/or
- (4) Required SUBRECIPIENT technical assistance or training.

Level 2 Interventions. These interventions may be required for more serious compliance or performance issues:

- (1) Restrictions on funding payment requests by SUBRECIPIENT; and/or
- (2) Disallowing payments to SUBRECIPIENT; and/or
- (3) Requiring repayment for disallowed cost items; and/or
- (4) Imposing probationary status on SUBRECIPIENT.

Level 3 Interventions. These interventions may be required for significant and/or persistent compliance or performance issues:

- (1) Temporary or indefinite funding suspension to SUBRECIPIENT; and/or
- (2) Nonrenewal of funding to SUBRECIPIENT in subsequent year; and/or
- (3) Terminate funding to SUBRECIPIENT in the current year; and/or
- (4) Initiate legal action against SUBRECIPIENT.

Interventions will remain in place until the underlying performance or compliance deficiency is addressed to the sole satisfaction of MDEQ.

24. **E-VERIFICATION**

If applicable, SUBRECIPIENT represents and certifies that it will ensure its compliance with the Mississippi Employment Protection Act of 2008 and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1, *et seq.* The term “employee” as used herein means any person that is hired to perform work within the State.

As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. SUBRECIPIENT agrees to maintain records of such compliance. Upon request of the State of Mississippi and after approval of the Social Security Administration or Department of Homeland Security, when required, SUBRECIPIENT agrees to provide a copy of each such verification. SUBRECIPIENT further represents and certifies that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws.

25. **TRANSPARENCY**

This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983” and its exceptions. See Miss. Code Ann. §§ 25-61-1 *et seq.* and Miss. Code Ann. § 79-23-1. In addition, this Agreement is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151, *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this executed Agreement may be posted to the Department of Finance and Administration’s independent agency Agreement website for public access at <https://www.transparency.mississippi.gov>. Information identified by SUBRECIPIENT as trade secrets or other proprietary information, including confidential vendor information, or any other information which is required to be confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

26. **PAYMODE**

Payments by state agencies using the statewide accounting system shall be made and remittance information provided electronically as directed by MDEQ. These payments shall be deposited into the bank account of SUBRECIPIENT’s choice. MDEQ may, at its sole discretion, require SUBRECIPIENT to submit invoices and supporting documentation electronically at any time during the Period of Performance of this Agreement. SUBRECIPIENT understands and agrees that MDEQ is exempt from the payment of taxes. All payments shall be in United States currency.

27. **TERMINATION**

The Agreement may be terminated as follows:

- A. *Termination For Convenience.*

The MDEQ may, when the interests of the State so require, terminate this Agreement in whole or in part, for the convenience of the State. MDEQ shall give written notice of the termination to SUBRECIPIENT specifying the part of the Agreement terminated and when termination becomes effective.

B. *Termination For Default.*

If SUBRECIPIENT refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement or any extension thereof or otherwise fails to satisfy the Agreement provisions or commits any other substantial breach of this Agreement, MDEQ may notify SUBRECIPIENT in writing of the delay or nonperformance, and if not cured in ten (10) days or any longer time specified in writing by MDEQ, MDEQ may terminate SUBRECIPIENT's right to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

Notwithstanding termination of the Agreement and subject to any directions by MDEQ, SUBRECIPIENT shall take timely, reasonable, and necessary action to protect and preserve property in the possession of SUBRECIPIENT in which the State has an interest.

C. *Termination Upon Bankruptcy.*

This Agreement may be terminated in whole or in part by MDEQ upon written notice to SUBRECIPIENT, if SUBRECIPIENT should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by SUBRECIPIENT of an assignment for the benefit of its creditors. In the event of such termination, SUBRECIPIENT shall be entitled to recover just and equitable compensation for satisfactory Work performed under this Agreement, but in no case shall said compensation exceed the total Maximum Amount.

28. **DISPUTES**

Before pleading to any judicial system at any level, SUBRECIPIENT must exhaust all administrative remedies. A written complaint must first be sent to the Executive Director of MDEQ. The decision of the Executive Director shall be reduced to writing and a copy thereof mailed or furnished to SUBRECIPIENT within fourteen (14) days after receipt of information requested by MDEQ or the Executive Director. If the decision of the Executive Director does not resolve the matter, successive administrative remedies may, at SUBRECIPIENT's option, include bringing the complaint before the Mississippi Commission on Environmental Quality pursuant to Miss. Code Ann. §§ 49-17-35 and -41. In the alternative, at SUBRECIPIENT's option, the decision of the Executive Director may be deemed the final agency action on the complaint. Appeals from the decision of the Executive Director or the Commission shall follow procedures outlined in Miss. Code Ann. § 49-17-41.

29. **ANTI-ASSIGNMENT/CONTRACTING**

SUBRECIPIENT shall not assign, contract, or otherwise transfer this Agreement, in whole or in part without the prior written consent of MDEQ, which MDEQ may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by MDEQ of any contract shall be deemed in any

way to provide for the incurrence of any obligation of MDEQ in excess of the Maximum MCWI Grant Fund amount set forth in this Agreement, nor create any contractual relationship between MDEQ and any Contracted Parties. Contracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that MDEQ may deem necessary. Subject to the foregoing, this Agreement shall be binding upon the respective successors and assigns of the Parties.

30. **AUTHORITY TO PARTICIPATE IN THIS AGREEMENT**

SUBRECIPIENT certifies and acknowledges it is a Mississippi county, municipality or public utility, as defined in MCWI regulation, Rule 1.1. E. (17), and that it has LFRF to use as match funding for this grant. SUBRECIPIENT further certifies and acknowledges that its entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

31. **DEBARMENT AND SUSPENSION**

SUBRECIPIENT certifies to the best of its knowledge and belief, that it, and its Contracted Parties:

A. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or Agreement or Contract under a public transaction;

C. have not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 31. B. and Article 31. C., above; and

E. have not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

32. **FAILURE TO ENFORCE**

Failure by MDEQ, at any time, to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of MDEQ to enforce any provision at any time in accordance with its terms.

33. **INDEMNIFICATION**

SUBRECIPIENT agrees to maintain responsibility for the Project and agrees to provide proper operation and maintenance of all facilities for the life of the Project. SUBRECIPIENT's tort liability, if it is an entity of the State of Mississippi, is determined and controlled in accordance with Miss. Code Ann. §§ 11-46-1 *et seq.*, including all defenses and exceptions contained therein. Nothing in this Agreement shall have the effect of changing or altering this liability or of eliminating any defense available to the State under statute.

To the extent allowed by state law, SUBRECIPIENT agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and MDEQ's contractors from and against any and all claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of SUBRECIPIENT, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

34. **SUBRECIPIENT STATUS**

SUBRECIPIENT shall, during the entire Period of Performance of this Agreement, be construed to be an independent SUBRECIPIENT. Nothing in this Agreement is intended to nor shall be construed to create an employer-employee relationship or a joint venture relationship.

SUBRECIPIENT represents that it is qualified to perform the duties to be performed under this Agreement and that it has, or will secure, if needed, at its own expense, applicable personnel who are qualified to perform the duties required under this Agreement. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of MDEQ.

Any person assigned by SUBRECIPIENT to perform the services hereunder shall be an employee or independent contractor of SUBRECIPIENT, who shall have the sole right to hire and discharge its employees and/or independent contractors under this Agreement.

SUBRECIPIENT shall pay, when due, all salaries and wages of its employees and accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation and any other withholdings that may be required. This provision is solely for the benefit of MDEQ, and nothing herein shall be construed to create or impose any contractual or agency relationship between MDEQ and SUBRECIPIENT'S contractors, subcontractors, employees or agents.

35. **INSURANCE**

SUBRECIPIENT and its Contracted Parties agree to and shall maintain insurance that is required by applicable state, federal, and local laws and regulations.

36. **ENTIRE AGREEMENT**

This Agreement, including all attachments, represents the entire and integrated agreement between the Parties hereto and supersedes all prior negotiations, representations or agreements,

irrespective of whether written or oral. This Agreement may be altered, amended, or modified only by a written document executed by MDEQ and SUBRECIPIENT. SUBRECIPIENT acknowledges that it has thoroughly read this Agreement and all its attachments and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein.

37. **ORAL STATEMENTS**

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Agreement. All modifications to the Agreement must be made in writing by the MDEQ and agreed to by SUBRECIPIENT.

38. **RECORD RETENTION AND ACCESS TO RECORDS**

Provided SUBRECIPIENT is given reasonable advance written notice and such inspection is made during normal business hours of SUBRECIPIENT, the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of SUBRECIPIENT's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the SUBRECIPIENT's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by SUBRECIPIENT for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

SUBRECIPIENT is not required to retain the above-mentioned records for the ten-year period prescribed in this Article and Article 39 only if all of the following conditions are satisfied:

A. SUBRECIPIENT has provided all of the documents described above and in the "Right to Audit" provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;

B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before SUBRECIPIENT provides the records and corresponding certification to MDEQ, in which case, SUBRECIPIENT shall retain the records until all issues arising out of the action are finally resolved; and

C. SUBRECIPIENT provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

39. **RIGHT TO AUDIT**

SUBRECIPIENT shall maintain all financial records, including electronic financial records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and

regulations. SUBRECIPIENT shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor's Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

40. **RIGHT TO INSPECT WORK; ACCESS**

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Notwithstanding any review or inspection by MDEQ and their representatives, invitees, and consultants, SUBRECIPIENT shall not be relieved of its responsibility for performance of the Work or the submission of reports as expressly set forth in this Agreement solely by virtue of such inspection or review of the Work. SUBRECIPIENT shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to SUBRECIPIENT's performance of the Work.

41. **SEVERABILITY**

If any part of this Agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the Agreement that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the Parties shall amend the Agreement as necessary to reflect the original intent of the Parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

42. **THIRD PARTY ACTION NOTIFICATION**

SUBRECIPIENT shall give the MDEQ prompt notice in writing of any action or suit filed, and prompt notice of any claim made against SUBRECIPIENT by any entity that may result in litigation related in any way to this Agreement.

43. **CERTIFICATIONS**

SUBRECIPIENT's execution of this Agreement shall be deemed as acknowledgement, guarantee and certification by SUBRECIPIENT of the following:

A. SUBRECIPIENT has sufficient LFRF in its possession that it will use to match MCWI Grant Funds.

B. SUBRECIPIENT will follow and abide by all ARPA guidelines, guidance, rules, regulations, and other criteria, as may be amended from time to time, by the U.S. Treasury regarding the use of monies under this Agreement.

C. As required in Attachment A, Article (1) a., SUBRECIPIENT’s Authorized Representative, or his/her designee has watched the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled “American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview.”

D. All of SUBRECIPIENT’s LFRF used as MCWI matching funds, as well as MCWI Grant Funds received by SUBRECIPIENT, have been or will be used for the Project detailed in this Agreement.

E. Upon request by MDEQ, SUBRECIPIENT will provide an Intergovernmental Review Certification as detailed in the MCWI Regulations.

F. SUBRECIPIENT will obligate all MCWI Grant Funds and LFRF funds used for MCWI matching funds by 11:59 p.m. on August 30, 2024.

G. If SUBRECIPIENT does not complete the Project by December 31, 2026, SUBRECIPIENT acknowledges and agrees to complete the Project with other funds.

44. **WAIVER**

No delay or omission by either Party to this Agreement in exercising any right, power, or remedy hereunder or otherwise afforded by Agreement, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either Party to this Agreement shall be valid unless set forth in writing by the Party making said waiver. No waiver of or modification to any term or condition of this Agreement will void, waive, or change any other term or condition. No waiver by one Party to this Agreement of a default by the other Party will imply, be construed as or require waiver of future or other defaults.

45. **COMPLIANCE WITH MISS. CODE ANN. § 31-5-37**

If applicable, SUBRECIPIENT shall ensure that Contracted Parties and bidders solicited for contract awards pursuant to this Agreement comply with the requirements of Miss. Code. Ann. § 31-5-37. SUBRECIPIENT shall require all bidders for any contract of Five Thousand Dollars (\$5,000.00) or more procured or to be procured with funds received pursuant to this Agreement to submit a certification with their bid that said bidder will comply with the provisions of Miss. Code. Ann. § 31-5-37. In addition, within seven (7) days of any such contract award procured or to be procured with funds received pursuant to this Agreement, SUBRECIPIENT shall require the Contracted Party to submit to both SUBRECIPIENT and the Mississippi Department of Employment Security (“MDES”) an employment plan which conforms to the requirements contained in Miss. Code. Ann. § 31-5-37(2).

From the date written notice of any such contract award is received and until ten (10) business days after the receipt of the employment plan by MDES, the Contracted Party and any subcontractors shall not hire any personnel to fill vacant positions for the project except residents of the State of Mississippi who are to be verified by MDES and/or those qualified individuals who are submitted by MDES. However, the Contracting Party or contractor is authorized to employ

Mississippi residents to begin work immediately if such persons are verified by MDES after employment by the Contracting Party or contractor. SUBRECIPIENT shall vacate the contract award in the event the Contracting Party fails to comply with the provisions of Miss. Code Ann. § 31-5-37.

46. **CONFLICT OF INTEREST**

SUBRECIPIENT shall immediately notify MDEQ in writing of any potential conflict of interest resulting from the representation of or service to other clients or otherwise affecting this Agreement in any way. If any such conflict occurs before it is discovered, SUBRECIPIENT shall notify MDEQ of such conflict within five (5) working days of such discovery. If such conflict cannot be resolved to MDEQ’s satisfaction, MDEQ reserves the right to terminate this Agreement per the “Termination for Convenience” clause.

47. **SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted successors and permitted assigns.

48. **NO THIRD-PARTY BENEFICIARIES**

This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

49. **EVALUATION**

SUBRECIPIENT agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, SUBRECIPIENT agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

50. **VENUE**

Venue for the resolution of any dispute, according to Article 28 of this Agreement, shall be before the Mississippi Commission on Environmental Quality if pursuing an administrative appeal, and venue for any subsequent litigation shall be in the Chancery Court of Hinds County, Mississippi.

51. **HEADINGS**

The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

52. **NOTICES**

Unless otherwise specified in the Agreement, all notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of document(s) (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this subsection):

If to MDEQ:	Attention: MCWI Contract Administration 515 East Amite Street P.O. Box 2249 Jackson, MS 39201 E-mail: MCWIdocuments@mdeq.ms.gov
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If to SUBRECIPIENT:	Attention: Mayor Mike Favre 688 Highway 90 Bay St. Louis, MS 39520 Phone: (228) 466-8951 E-mail: mfavre@baystlouis-ms.gov
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53. **COUNTERPARTS**

Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same Agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

For the faithful performance and consideration provided under the terms of this Agreement, the Parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY

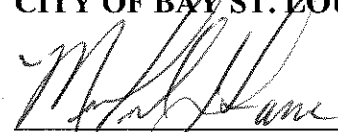


Chris Wells
Executive Director

3/15/23

Date

CITY OF BAY ST. LOUIS



Mayor Mike Favre
Signature of Authorized Representative

Mike Favre

Mike Favre
Printed Name

Mayor

Title

3-7-23

Date

ATTACHMENT A

PROJECT NAME, SCOPE OF WORK AND PROJECT TIMELINE AND REQUIREMENTS

PROJECT NAME

Bay St. Louis Citywide Sewer Rehabilitation Project

SCOPE OF WORK

The Project shall be defined as eligible activities funded in whole or in part under this Agreement as follows:

Scope of work for this Project is to include the inspection and lining of gravity sewer mains and manholes, the lining of all sewer pump stations, and the rehabilitation of older lift stations.

The general Scope of Work to be performed by SUBRECIPIENT is limited to that which was submitted in the MCWI Application Portal and approved for funding in accordance with the MCWI Program Regulations. SUBRECIPIENT hereby agrees that no additional eligible scope may be added to this Scope of Work without the express written consent of MDEQ. The Scope of Work eligible for reimbursement is limited to that identified as eligible by MDEQ and further described by plans, specifications, contract documents, and contract change orders approved as eligible by MDEQ.

PROJECT TIMELINE AND REQUIREMENTS

- (1) SUBRECIPIENT agrees to the following schedule.
 - a. Within 10 days of execution of this Agreement, SUBRECIPIENT's Authorized Representative, or his/her designee shall watch the video on the MDEQ <https://www.mswaterinfrastructure.com> web-page entitled "American Rescue Plan Act State & Local Fiscal Recovery Funds, Procurement Overview." The web-page will track compliance with this requirement;
 - b. Within 15 days of execution of this Agreement, submit a complete set of plans, specifications, contract documents on each construction contract, and all applicable permits and agency approvals, if not already submitted to MDEQ;
 - c. On or about January 15, 2023, advertise each construction contract for bids;
 - d. On or about March 1, 2023, but no later than 45 days after advertisement for construction bids on each construction contract, receive bids;

- e. No later than 60 days after receipt of bids on each construction contract, execute construction contract;
- f. No later than 15 days after execution of construction contract, submit the entire procurement file (including but not limited to the request for proposals, evidence of publication, MBE/WBE documentation, all received bids, evaluation and selection documentation, executed construction contracts, and professional services contracts);
- g. No later than 60 days after execution of each construction contract, execute and submit a copy of the notice to proceed;
- h. No later than 5 business days after the estimated completion of 25% of construction, submit a notice to MDEQ of such milestone;
- i. No later than 5 business days after the estimated completion of 50% of construction, submit a notice to MDEQ of such milestone;
- j. No later than 5 business days after the estimated completion of 75% of construction, submit a notice to MDEQ of such milestone;
- k. No later than 5 business days after completion of each construction contract, notify MDEQ of construction completion;
- l. No later than 30 days after the contract completion date on each construction contract, submit all change orders which include time extensions, or a request and justification for delaying MDEQ's final construction observation;
- m. Within 45 days of Project completion, but no later than September 30, 2026, whichever is earlier, unless an extension of this date is specifically authorized by MDEQ, SUBRECIPIENT must submit the following: Final Report, as listed in Article 11, the engineer's certification of compliance with plans, specifications, and contract documents; final professional services contract amendments, if any; and all other administrative forms and documents required by the Agreement.

(2) To the extent any documents required to be submitted in Attachment A, Article (1) above were submitted with the MCWI Grant Application through the Application Portal, the documents do not need to be resubmitted.

(3) All documents required to be submitted in Attachment A, Article (1) above, shall be uploaded to the Documents Portal at <https://www.mswaterinfrastructure.com>.

ATTACHMENT B**SYSTEMS AND PROCESSES FOR FINANCIAL MANAGEMENT
RECOMMENDATIONS AND/OR CORRECTIVE ACTION PLAN**

An evaluation for the assessment of uncontrolled risks of the SUBRECIPIENT's systems and processes for financial management was performed as of part of the initial subaward process by MDEQ, acting on behalf of the State of Mississippi, as administrator of this Subaward Agreement. MDEQ requests the SUBRECIPIENT provide the following information to MDEQ as part of observations made during the evaluation. MDEQ reserves the right to re-evaluate the assessment of uncontrolled risks upon subsequently identified facts:

1. SUBRECIPIENT agrees to provide MDEQ with a copy of their annual audited financial statements within 60 days of the report release date throughout the Period of Performance.
2. SUBRECIPIENT agrees to promptly notify MDEQ of any significant changes made to the SUBRECIPIENT's current policies and procedures that would impact financial management systems and processes, specifically those communicated as part of the evaluation, from which the current residual risk levels were derived.
3. SUBRECIPIENT agrees to promptly notify MDEQ of any level of fraud or abuse discovered within the organization without regard to materiality that is related to the operation of the Project, as well as other pervasive deficiencies identified for grant management practices from any source, both external and internal, throughout the program performance period.
4. If deficiencies, significant deficiencies and/or material weaknesses are reported to the SUBRECIPIENT, as part of any assurance, attestation, or monitoring engagement during the program performance period, SUBRECIPIENT agrees to provide its response(s) and/or corrective action plan(s) to MDEQ so that prompt action can be taken by MDEQ to mitigate any elevated level of uncontrolled risk that could potentially impact MDEQ's or the SUBRECIPIENT's ability to comply with Federal Award and/or subaward requirements.
5. SUBRECIPIENT agrees that MDEQ has the right to perform monitoring procedures as deemed appropriate by MDEQ based on the assessed risk of noncompliance.

**ATTACHMENT C
SUBAWARD TERMS AND CONDITIONS
FOR CONTRACTED PARTIES**

1. AUTHORITY TO PARTICIPATE IN THIS AGREEMENT

The Contracted Party certifies that (a) it is either a 1) state agency, 2) a validly organized business that is authorized to do business in the state of Mississippi, 3) a nongovernmental organization, or 4) a political subdivision of the state of Mississippi with valid authority to enter into this agreement and; (b) entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and (c) notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.

2. DEBARMENT AND SUSPENSION

Contractor/Contracted Parties certifies to the best of its knowledge and belief, that it:

A. is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or agency or any political subdivision or agency of the State of Mississippi;

B. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;

C. has not, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against it for a violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

D. is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in Article 2.B. and Article 2.C., above; and,

E. has not, within a three (3) year period preceding this Agreement, had one or more public transactions (federal, state, or local) terminated for cause or default.

This agreement is subject to 31 C.F.R. Part 19.

3. INDEMNIFICATION

To the extent allowed by state law, Contracted Party agrees to indemnify and save, release and hold harmless the State of Mississippi, the Commission on Environmental Quality, MDEQ, all of their employees and officers, and the Department's contractors from and against any and all

claim, demand, cause of action, liability, loss, damage, injury, suit, judgment, debt and cost, including attorney's fees or expenses on the part of any Contracted Party, their agents or employees or any other parties arising out of or incident to, any and all Work under the terms of this Agreement.

4. RELATIONSHIP STATUS

The Contracted Party acknowledges and agrees that MDEQ is not a party, in any manner whatsoever, to any contract between the SUBRECIPIENT and the construction contractor(s), engineer(s), attorney(s), equipment supplier(s), contractor(s), or between any other parties of any kind whatsoever (hereinafter collectively referred to as "vendor"). The SUBRECIPIENT and Contracted Party also acknowledge and agree that any benefit to vendors contracting with the SUBRECIPIENT or Contracted Parties arising from or associated with this Agreement is strictly incidental and all such vendors are not and are not intended to be considered as third party beneficiaries under any agreement between MDEQ and the SUBRECIPIENT.

Upon execution of any contract between the SUBRECIPIENT and any other party in regard to the project, MDEQ does not assume any authorities, duties, responsibilities, or liabilities under such contract. The SUBRECIPIENT and Contracted Party shall not have any authority to bind or otherwise obligate MDEQ, directly or indirectly, under any contract or agreement between the SUBRECIPIENT and any other party. The SUBRECIPIENT, Contracted Party and its vendors acknowledge and agree that any action taken by MDEQ in its role of grantor, or in its separate and distinct role as regulator shall not in any way change or alter its position as that of grantor.

MDEQ does not have any authority, duty, responsibility, or liability in contract claims or dispute identification, negotiation, resolution, or any other actions regarding contract claims under the contract(s) between the SUBRECIPIENT and any other party. The SUBRECIPIENT and the Contracted Party acknowledge and agree that MDEQ is not obligated to review, comment on, approve, or discuss the merits of any contract claims presented by or to any party. Any MDEQ reviews, approvals, observations, presence at meetings, written communications, verbal communications or other actions are not to be interpreted as addressing the merits of any claims, nor are they to be construed as interpreting the contract between the SUBRECIPIENT and the Contracted Party or any other parties.

5. ACCESS TO RECORDS

Provided Contracted Party is given reasonable advance written notice and such inspection is made during normal business hours of Contracted Party, then the Government Accountability Office, MDEQ, the State or any duly authorized representatives shall have unimpeded, prompt access to any of Contracted Party's books, documents, papers, and other records which are maintained or produced as a result of the Project for the purpose of making audits, investigations, examinations, excerpts, transcriptions, and copies of such documents. This right also includes timely and reasonable access to the Contracted Party's personnel for the purpose of interview and discussion related to such documents. All records related to this Agreement shall be retained by Contracted Party for a minimum of ten (10) years after final payment is made under this Agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this Project is commenced before the end of the ten (10) year period, the

records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the ten (10) year period, whichever is later.

Contracted Party is not required to retain the above-mentioned records for the ten (10) year period prescribed in this Section and the “Right to Audit” provision only if all of the following conditions are satisfied:

- A. Contracted Party has provided all of the documents described above and in the “Right to Audit” provision to MDEQ prior to the expiration of the ten (10) year retention period and a certification stating the same is simultaneously provided in writing to MDEQ;
- B. No audit, litigation or other action arising out of or related in any way to this Project is commenced before Contracted Party provides the records and corresponding certification to MDEQ, in which case, Contracted Party shall retain the records until all issues arising out of the action are finally resolved; and
- C. Contracted Party provides MDEQ a minimum of thirty (30) days written notice before providing the above-mentioned records and corresponding certification.

6. RECORD RETENTION AND RIGHT TO AUDIT

The Contracted Party shall maintain and retain books, documents, papers, financial records and other records, including electronic records, as may be prescribed by the MDEQ or by applicable federal and state laws, rules, and regulations. Contracted Party shall retain these records for a period of ten (10) years after final payment. These records shall be made available during the term of the Agreement and the subsequent ten (10) year period for examination, transcription, and audit by MDEQ, the Mississippi State Auditor’s Office, its designees, or other authorized bodies, including the Office of Inspector General. If any litigation, claim, investigation, or audit relating to this Agreement or an activity funded under the Agreement is started before the expiration of the ten (10) year period, the records must be retained until all litigation, claims, investigations, or audit findings involving the records have been resolved and final action taken.

7. RIGHT TO INSPECT WORK; SITE ACCESS

MDEQ and their representatives, invitees, and consultants shall have access and the right to conduct announced and unannounced onsite and offsite physical visits to inspect all Work hereunder. Upon request by MDEQ, Contracted Party shall provide MDEQ and its representatives, invitees, and consultants with the opportunity to participate in site inspections, meetings, and/or teleconferences, as appropriate, related to the performance of the Work.

8. CONFLICT OF INTEREST

The Contracted Party covenants that he presently has no interest and shall not acquire any interest direct or indirect in the Project that is the subject to this Agreement or any parcels therein, where applicable, or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contracted Party further covenants that, in the performance of this agreement, no person having any such interest shall be employed.

The Contracted Party agrees to establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have a family, business, or other tie.

9. COOPERATION AND EVALUATION

The Contracted Party agrees to assist and cooperate with the MDEQ or its duly designated representatives in the monitoring of the Project(s) to which the Agreement relates, and to provide in form and manner approved by MDEQ such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

Further, the Contracted Party agrees to cooperate with MDEQ or its duly designated representatives by providing timely responses to all reasonable requests for information to assist in evaluation of the accomplishments of the Project and the agreement for a period of ten (10) years after the date on which the Final Reports are provided.

CITY OF BAY ST. LOUIS_COUNCIL DOCKET_07/16/2024_24-037						
CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	PAGE 1 AMOUNT
38330	AIRGAS, INC	6/30/2024	LARGE ACETYLENE(3)	UTILITY FUND	UTILITY OPERATIONS	\$ 101.61
38330		6/30/2024	LARGE OXYGEN(3)	UTILITY FUND	UTILITY OPERATIONS	\$ 101.61
38330		6/30/2024	HAZMAT	UTILITY FUND	UTILITY OPERATIONS	\$ 107.00
					TOTAL:	\$ 310.22
38332	ASPHALT MAINTENANCE CO. LLC	6/28/2024	ASPHALT REPAIRS(18)	UTILITY FUND	UTILITY OPERATIONS	\$ 9,917.50
38331		6/28/2024	UTILITY ROAD CUT(2)	UTILITY FUND	UTILITY OPERATIONS	\$ 847.00
					TOTAL:	\$ 10,764.50
38327	AT&T MOBILITY	6/27/2024	BUILDING DEPARTMENT IPAD(2)	GENERAL FUND	BUILDING DEPARTMENT	\$ 80.46
38327		6/27/2024	COMMUNITY HALL CALLOUT	GENERAL FUND	GOVT BUILDING & PLANT	\$ 5.47
38327		6/27/2024	PUBLIC WORKS HOTSPOT	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 40.23
38327		6/27/2024	UTILITY HOTSPOT	UTILITY FUND	UTILITY OPERATIONS	\$ 40.23
38327		6/27/2024	WIRELESS AIRLINK	UTILITY FUND	UTILITY OPERATIONS	\$ 43.23
38327		6/27/2024	UTILITIES CALLOUT	UTILITY FUND	UTILITY OPERATIONS	\$ 44.92
38327		6/27/2024	HARBORMASTER PHONE	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 44.92
					TOTAL:	\$ 299.46
38359	B.E.A.R. ELECTRICAL APPARATUS & REPAIR	6/28/2024	TROUBLESHOOT_6/20/2024	UTILITY FUND	UTILITY OPERATIONS	\$ 280.75
					TOTAL:	\$ 280.75
38425	BAY ICE COMPANY	7/1/2024	HARBOR_ICE	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 143.00
38426		7/6/2024	HARBOR_ICE	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 154.00
38328		7/8/2024	HARBOR_ICE	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 308.00
					TOTAL:	\$ 605.00

						PAGE 2
CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
38480	BAY MOTOR WINDING	5/24/2024	CHECK VALVE & HOSE	GENERAL FUND	ADMINISTRATION	\$ 185.00
38481		5/10/2024	SERVICE CALL/LABOR	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 625.00
38481		5/10/2024	BLOCK HEATER_PUMP	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 641.00
					TOTAL:	\$ 1,451.00
38400	BAY ST LOUIS UTILITIES	6/30/2024	08-0430-00 CITY HALL	GENERAL FUND	ADMINISTRATION	\$ 39.00
38393		6/30/2024	09-0630-01 PARKING GARAGE	GENERAL FUND	GOVT BUILDING & PLANT	\$ 39.00
38407		6/30/2024	08-0140-00 SENIOR CENTER	GENERAL FUND	GOVT BUILDING & PLANT	\$ 142.53
38405		6/30/2024	08-0970-00 1905 CITY HALL	GENERAL FUND	GOVT BUILDING & PLANT	\$ 56.33
38403		6/30/2024	09-0209-00 COMMUNITY HALL	GENERAL FUND	GOVT BUILDING & PLANT	\$ 62.38
38402		6/30/2024	09-0720-00 TRAIN DEPOT	GENERAL FUND	GOVT BUILDING & PLANT	\$ 39.00
38399		6/30/2024	08-0830-01 B&G CLUB	GENERAL FUND	GOVT BUILDING & PLANT	\$ 28.00
38401		6/30/2024	04-2589-00 PUBLIC SAFETY COMPLEX	GENERAL FUND	POLICE	\$ 88.69
38392		6/30/2024	04-2585-00 FIRE STATION #1	GENERAL FUND	FIRE	\$ 1,092.90
38396		6/30/2024	07-4260-00 PUBLIC WORKS YARD	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 39.00
38394		6/30/2024	08-0710-00 CITY YARD	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 16.00
38397		6/30/2024	08-0110-00 COMMAGERE PARK	GENERAL FUND	PARKS & RECREATION	\$ 510.02
38395		6/30/2024	06-4885-00 MLK PARK	GENERAL FUND	PARKS & RECREATION	\$ 303.60
38398		6/30/2024	08-0832-00 B&G CLUB BACK BLDG	GENERAL FUND	PARKS & RECREATION	\$ 10.40
38408		6/30/2024	08-0971-00 CITY PARK BATHROOM	GENERAL FUND	PARKS & RECREATION	\$ 39.00
38406		6/30/2024	08-0200-00 SPLASH PAD	GENERAL FUND	PARKS & RECREATION	\$ 2,604.00
38404		6/30/2024	08-0980-00 CEDAR REST	GENERAL FUND	PARKS & RECREATION	\$ 14.60
					TOTAL:	\$ 5,124.45
38386	BAY ST. LOUIS NEWSPAPERS, INC DBA:SEA COAST ECHO	6/27/2024	RFQ_DEPOT WAY PROJECT	CAPITAL PROJECTS FUND	BUILDINGS	\$ 139.84
					TOTAL:	\$ 139.84

						PAGE 3
CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
38343	BETZ ROSETTI & ASSOCIATES, INC.	7/2/2024	24/25 SCHEDULED POSITION BONDS	GENERAL FUND	ADMINISTRATION	\$ 7,175.00
					TOTAL:	\$ 7,175.00
38377	BUTLER SNOW LLP	6/27/2024	REDISTRICTING	GENERAL FUND	CITY COUNCIL	\$ 23,261.56
38379		6/21/2024	PROFESSIONAL SERVICES_JUNE 2024	GENERAL FUND	CITY COUNCIL	\$ 14,619.43
38381		6/7/2024	PROFESSIONAL SERVICES_SWIFT GRANT	GENERAL FUND	ADMINISTRATION	\$ 500.00
38378		6/21/2024	PROFESSIONAL SERVICES_GENERAL	GENERAL FUND	ADMINISTRATION	\$ 4,006.36
38504		6/28/2024	PROFESSIONAL SERVICES_JUNE 2024	GENERAL FUND	ADMINISTRATION	\$ 10,417.00
38380		6/7/2024	PROFESSIONAL SERVICES_ARPA	ARPA FUND	UTILITY OPERATIONS	\$ 140.00
					TOTAL:	\$ 52,944.35
38494	CADENCE EQUIPMENT FINANCE	7/3/2024	PAY #24_NEW HOLLAND TRACTOR	DEBT SERVICE FUND	DEBT SERVICE	\$ 3,519.10
38495		7/4/2024	PAY #7_2023 RAM 1500	DEBT SERVICE FUND	DEBT SERVICE	\$ 1,092.63
38495		7/4/2024	PAY #7_2023 RAM 1500	DEBT SERVICE FUND	DEBT SERVICE	\$ 1,092.64
38495		7/4/2024	PAY #7_2023 RAM 1500	DEBT SERVICE FUND	DEBT SERVICE	\$ 1,092.63
38495		7/4/2024	PAY #7_2023 RAM 1500	UTILITY FUND	DEBT SERVICE	\$ 1,092.64
					TOTAL:	\$ 7,889.64
38371	CARROT TOP INDUSTRIES INC.	6/12/2024	3X5 MS FLAG(1)	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 67.99
38371		6/12/2024	3X5 US FLAG(2)	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 100.98
38371		6/12/2024	SHIPPING	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 8.81
					TOTAL:	\$ 177.78
38472	CHINICHE ENGINEERING & SURVEYING	7/9/2024	MS4 PERMIT	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 1,013.25
38476		7/9/2024	PICKLEBALL COURT CONSTRUCTION	GENERAL FUND	PARKS & RECREATION	\$ 1,555.50
38477		7/9/2024	NRCS MAIN DRAIN IMPROVEMENTS	FEDERAL GRANTS FUND	STREET & PUBLIC WORKS	\$ 5,557.50
38473		7/9/2024	MDOT BEYER DRIVE SIDEWALKS	MODERNIZATION USE TAX	STREET & PUBLIC WORKS	\$ 4,201.02

						PAGE 4
CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
38471	CHINICHE ENGINEERING & SURVEYING	7/9/2024	WASHINGTON ST SIDEWALKS	MODERNIZATION USE TAX	STREET & PUBLIC WORKS	\$ 5,311.44
38478		7/9/2024	SCIANNA LANE DRAINAGE	MODERNIZATION USE TAX	STREET & PUBLIC WORKS	\$ 2,603.75
38474		7/9/2024	DEQ SRF LOAN	UTILITY FUND	UTILITY OPERATIONS	\$ 1,408.00
38475		7/9/2024	SUNSET SEWER	MODERNIZATION-WATER	UTILITY OPERATIONS	\$ 4,070.57
					TOTAL:	\$ 25,721.03
38508	CITY OF BAY SAINT LOUIS	7/10/2024	TRF FIRFR TO GF_REIMBURSEMENT	FIRE QUARTER MILL FUND	NON-DEPARTMENTAL	\$ 35,391.79
					TOTAL:	\$ 35,391.79
38414	COAST ELECTRIC POWER ASSOCIATION	6/20/2024	386820-051 FIRE STATION #2	GENERAL FUND	FIRE	\$ 906.34
38414		6/20/2024	386820-001 BSL LIGHTS #1	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 8,109.41
38414		6/20/2024	386820-027 SECURITY LIGHTS	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 1,711.91
38414		6/20/2024	386820-032 BSL LIGHTS #3	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 2,981.22
38497		7/5/2024	386820-056 HWY 90 LIGHT	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 87.00
38498		7/5/2024	870474-003HWY 90/DRINKWATER	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 78.45
38412		6/24/2024	386820-057 HWY 603 BOAT LAUNCH	GENERAL FUND	PARKS & RECREATION	\$ 477.00
38414		6/20/2024	386820-004 LS #21 SPANISH ACRES	UTILITY FUND	UTILITY OPERATIONS	\$ 62.53
38414		6/20/2024	386820-010 OVERFLOW PUMP	UTILITY FUND	UTILITY OPERATIONS	\$ 56.74
38414		6/20/2024	386820-019 LS #23 OST	UTILITY FUND	UTILITY OPERATIONS	\$ 195.98
					TOTAL:	\$ 14,666.58
38431	COAST GLASS AND MIRROR, LLC	7/9/2024	WINDSHIELD(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 250.00
					TOTAL:	\$ 250.00

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CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
38342	COMCEPTS, LLC	7/1/2024	ANSWERING SERVICE	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 177.87
38342		7/1/2024	ANSWERING SERVICE	UTILITY FUND	UTILITY OPERATIONS	\$ 177.88
					TOTAL:	\$ 355.75
38503	CSPIRE	7/1/2024	COURT	GENERAL FUND	JUDICIAL	\$ 47.89
38503		7/1/2024	COURT	GENERAL FUND	JUDICIAL	\$ 65.60
38503		7/1/2024	ADMIN & FINANCE	GENERAL FUND	ADMINISTRATION	\$ 75.94
38503		7/1/2024	ADMIN & FINANCE	GENERAL FUND	ADMINISTRATION	\$ 65.60
38503		7/1/2024	BUILDING DEPARTMENT	GENERAL FUND	BUILDING DEPARTMENT	\$ 95.99
38503		7/1/2024	BUILDING DEPARTMENT	GENERAL FUND	BUILDING DEPARTMENT	\$ 65.60
38503		7/1/2024	COMMUNITY HALL	GENERAL FUND	GOVT BUILDING & PLANT	\$ 26.68
38503		7/1/2024	COMMUNITY HALL	GENERAL FUND	GOVT BUILDING & PLANT	\$ 270.00
38503		7/1/2024	OLD TOWN COMMUNITY HALL	GENERAL FUND	GOVT BUILDING & PLANT	\$ 270.00
38503		7/1/2024	DEPOT	GENERAL FUND	GOVT BUILDING & PLANT	\$ 270.00
38503		7/1/2024	POLICE	GENERAL FUND	POLICE	\$ 270.00
38503		7/1/2024	POLICE	GENERAL FUND	POLICE	\$ 246.86
38503		7/1/2024	FIRE	GENERAL FUND	FIRE	\$ 226.45
38503		7/1/2024	FIRE	GENERAL FUND	FIRE	\$ 540.00
38503		7/1/2024	PUBLIC WORKS	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 78.89
38503		7/1/2024	PUBLIC WORKS	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 65.60
38503		7/1/2024	UTILITY	UTILITY FUND	ADMINISTRATION	\$ 116.50
38503		7/1/2024	UTILITY	UTILITY FUND	ADMINISTRATION	\$ 65.60
38503		7/1/2024	HARBOR	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 54.20
					TOTAL:	\$ 2,917.40
38349	CUSTOM PRODUCTS CORPORATION	3/22/2024	LIGHTS(15)	COUNTY R&B FUND	PUBLIC WORKS	\$ 1,476.60
38349		3/22/2024	BRACKET(15)	COUNTY R&B FUND	PUBLIC WORKS	\$ 77.10

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CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
38349	CUSTOM PRODUCTS CORPORATION	3/22/2024	SHIPPING	COUNTY R&B FUND	PUBLIC WORKS	\$ 96.52
					TOTAL:	\$ 1,650.22
38430	EQUIPMENT CONTROLS COMPANY, INC.	6/29/2024	RNI SAAS FEE(1)	UTILITY C&M FUND	UTILITY OPERATIONS	\$ 8,240.00
38430		6/29/2024	ANALYTICS ENHANCER(1)	UTILITY C&M FUND	UTILITY OPERATIONS	\$ 7,031.00
38430		6/29/2024	ANALYTICS SET UP FEE(1)	UTILITY C&M FUND	UTILITY OPERATIONS	\$ 3,750.00
38430		6/29/2024	SOFTWARE INTEGRATION(1)	UTILITY C&M FUND	UTILITY OPERATIONS	\$ 5,000.00
					TOTAL:	\$ 24,021.00
38516	EVIDENT, INC.	5/30/2024	SECURITY BAGS(1)	GENERAL FUND	POLICE	\$ 30.72
38516		5/30/2024	SECURITY BAGS(1)	GENERAL FUND	POLICE	\$ 48.96
38516		5/30/2024	PHOTO SCALE(10)	GENERAL FUND	POLICE	\$ 53.30
38516		5/30/2024	SYRINGE TUBE(2)	GENERAL FUND	POLICE	\$ 96.00
38516		5/30/2024	SHIPPING	GENERAL FUND	POLICE	\$ 59.63
38518		6/25/2024	GUN BOXES(2)	GENERAL FUND	POLICE	\$ 80.64
38518		6/25/2024	10 TEST(4)	GENERAL FUND	POLICE	\$ 97.00
38517		6/27/2024	10 TESTS(2)	GENERAL FUND	POLICE	\$ 48.50
					TOTAL:	\$ 514.75
38366	FRANK STRONG	6/26/2024	DEPOT REFUND_5/10&11/2024	COMMUNITY HALL UNEARNED	NON-DEPARTMENTAL	\$ 500.00
					TOTAL:	\$ 500.00
38482	FROOGEL'S	7/9/2024	WATER(84)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 241.92
38482		7/9/2024	10% SURCHARGE	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 24.19
					TOTAL:	\$ 266.11

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CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
38345	FUELMAN	7/1/2024	FUELMAN_P.D.#6198	GENERAL FUND	POLICE	\$ 1,871.00
38413		6/24/2024	FUELMAN_F.D.	GENERAL FUND	FIRE	\$ 524.91
38496		7/1/2024	FUELMAN_F.D.	GENERAL FUND	FIRE	\$ 413.50
					TOTAL:	\$ 2,809.41
38432	GRAINGER, INC	6/19/2024	BAR GRATING(2)	MODERNIZATION USE TAX	STREETS & PUBLIC WORKS	\$ 284.68
					TOTAL:	\$ 284.68
38350	GREEN EQUIPMENT COMPANY	6/28/2024	TRANSMITTER CLAMP(1)	UTILITY FUND	UTILITY OPERATIONS	\$ 579.00
38350		6/28/2024	SHIPPING	UTILITY FUND	UTILITY OPERATIONS	\$ 35.29
					TOTAL:	\$ 614.29
38373	GULF REGIONAL PLANNING COMMISSION	5/30/2024	REDISTRICTING	GENERAL FUND	CITY COUNCIL	\$ 2,053.24
38520		7/1/2024	REDISTRICTING	GENERAL FUND	CITY COUNCIL	\$ 166.48
					TOTAL:	\$ 2,219.72
38501	HC SOLID WASTE AUTHORITY	7/5/2024	PARKING GARAGE	GENERAL FUND	GOVT BUILDING & PLANT	\$ 84.00
38501		7/5/2024	COMMUNITY HALL	GENERAL FUND	GOVT BUILDING & PLANT	\$ 157.50
38501		7/5/2024	CITY YARD	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 157.50
38501		7/5/2024	CARPENTER YARD	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 446.25
38500		7/5/2024	SOLID WASTE_JUNE 2024	UTILITY FUND	UTILITY OPERATIONS	\$ 68,113.48
38500		7/5/2024	BULKY WASTE_JUNE 2024	UTILITY FUND	UTILITY OPERATIONS	\$ 13,632.13
38501		7/5/2024	HARBOR	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 588.00
					TOTAL:	\$ 83,178.86

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CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
38382	HC TOURISM DEVELOPMENT BUREAU	6/24/2024	MONTHLY SUPPORT_APRIL 2024	GENERAL FUND	CITY COUNCIL	\$ 1,875.00
38385		6/24/2024	MONTHLY SUPPORT_MAY 2024	GENERAL FUND	CITY COUNCIL	\$ 1,875.00
38384		6/24/2024	MONTHLY SUPPORT_JUNE 2024	GENERAL FUND	CITY COUNCIL	\$ 1,875.00
38383		6/24/2024	MONTHLY SUPPORT_JULY 2024	GENERAL FUND	CITY COUNCIL	\$ 1,875.00
					TOTAL:	\$ 7,500.00
38335	HC UTILITY AUTHORITY	6/30/2024	ADMIN FEE & DEBT SVC_JUNE 2024	UTILITY FUND	UTILITY OPERATIONS	\$ 104,148.61
					TOTAL:	\$ 104,148.61
38422	HC WATER & SEWER DISTRICT	6/28/2024	109405_FS #2 HWY 603	GENERAL FUND	FIRE	\$ 77.50
38423		6/28/2024	109906_CHAPMAN/WASHINGTON ST	GENERAL FUND	PARKS & RECREATION	\$ 27.00
38424		6/28/2024	113444_603 BOAT LAUNCH	GENERAL FUND	PARKS & RECREATION	\$ 77.50
					TOTAL:	\$ 182.00
38354	HD SUPPLY WATERWORKS, LTD	6/20/2024	ECLIPSE HYD TOOL(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 2,779.95
38354		6/20/2024	FREIGHT	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 13.82
					TOTAL:	\$ 2,793.77
38463	HUBBARDS HARDWARE, INC	5/30/2024	CONCRETE(1)	GENERAL FUND	FIRE	\$ 26.25
38463		5/30/2024	HAMMER BIT(1)	GENERAL FUND	FIRE	\$ 34.89
38463		5/30/2024	ANCHORS(10)	GENERAL FUND	FIRE	\$ 87.90
38463		5/30/2024	STAINLESS LAG(10)	GENERAL FUND	FIRE	\$ 30.90
38463		5/30/2024	DISCOUNT	GENERAL FUND	FIRE	\$ (17.99)
38461		5/28/2024	SPRAY PAINT(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 10.15
38461		5/28/2024	8LB MAUL(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 38.65
38461		5/28/2024	DISCOUNT	GENERAL FUND	STREETS & PUBLIC WORKS	\$ (4.88)
38462		5/29/2024	SQUARE V BOLTS(2)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 13.10

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CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
38462	HUBBARDS HARDWARE, INC	5/29/2024	DISCOUNT	GENERAL FUND	STREETS & PUBLIC WORKS	\$ (1.31)
38464		5/31/2024	ROLLER WHEEL TAPE(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 59.85
38464		5/31/2024	TWINE(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 3.99
38464		5/31/2024	DISCOUNT	GENERAL FUND	STREETS & PUBLIC WORKS	\$ (6.38)
38465		5/31/2024	CONCRETE MIX(9)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 46.35
38465		5/31/2024	DISCOUNT	GENERAL FUND	STREETS & PUBLIC WORKS	\$ (4.64)
38466		6/6/2024	PLIERS(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 4.79
38466		6/6/2024	DISCOUNT	GENERAL FUND	STREETS & PUBLIC WORKS	\$ (0.48)
38467		6/3/2024	GRINDING DISC(2)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 7.30
38467		6/3/2024	DISCOUNT	GENERAL FUND	STREETS & PUBLIC WORKS	\$ (0.73)
38452		6/11/2024	BOLTS,NUTS & WASHER(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 2.68
38452		6/11/2024	DISCOUNT	GENERAL FUND	STREETS & PUBLIC WORKS	\$ (0.27)
38457		6/13/2024	3/4" PVC FITTING(2)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 1.96
38457		6/13/2024	DISCOUNT	GENERAL FUND	STREETS & PUBLIC WORKS	\$ (0.20)
38458		6/14/2024	PROBING ROD(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 39.89
38458		6/14/2024	DISCOUNT	GENERAL FUND	STREETS & PUBLIC WORKS	\$ (3.99)
38459		6/14/2024	PAINT GUN(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 53.39
38459		6/14/2024	DISCOUNT	GENERAL FUND	STREETS & PUBLIC WORKS	\$ (5.34)
38440		6/14/2024	STRING(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 5.29
38440		6/14/2024	DISCOUNT	GENERAL FUND	STREETS & PUBLIC WORKS	\$ (0.53)
38441		6/14/2024	3" 90 CONDUIT(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 10.49
38441		6/14/2024	3" 45 FITTING(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 26.69
38441		6/14/2024	2" 90 FITTING(4)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 26.20
38441		6/14/2024	3" CONDUIT COUPLING(3)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 13.17
38441		6/14/2024	2" CONDUIT COUPLING(7)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 12.95
38441		6/14/2024	3" X 10' CONDUIT(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 49.30
38441		6/14/2024	DISCOUNT	GENERAL FUND	STREETS & PUBLIC WORKS	\$ (13.88)
38445		6/20/2024	RUBBER CAPS(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 4.45
38445		6/20/2024	DISCOUNT	GENERAL FUND	STREETS & PUBLIC WORKS	\$ (0.45)
38449		6/25/2024	3" COUPLING(5)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 19.25
38449		6/25/2024	3" 45 ELBOW(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 26.69

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CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
38449	HUBBARDS HARDWARE, INC	6/25/2024	10X3' CONDUIT(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 49.30
38449		6/25/2024	DISCOUNT	GENERAL FUND	STREETS & PUBLIC WORKS	\$ (9.52)
38460		5/17/2024	SCREWS(4)	GENERAL FUND	PARKS & RECREATION	\$ 0.84
38460		5/17/2024	WALL ANCHORS(4)	GENERAL FUND	PARKS & RECREATION	\$ 1.16
38460		5/17/2024	DISCOUNT	GENERAL FUND	PARKS & RECREATION	\$ (0.20)
38453		6/12/2024	GFI COVER PLATE(3)	GENERAL FUND	PARKS & RECREATION	\$ 3.75
38453		6/12/2024	DISCOUNT	GENERAL FUND	PARKS & RECREATION	\$ (0.38)
38454		6/12/2024	DRILL BIT(1)	GENERAL FUND	PARKS & RECREATION	\$ 27.55
38454		6/12/2024	SCREW DRIVER(1)	GENERAL FUND	PARKS & RECREATION	\$ 1.25
38454		6/12/2024	DISCOUNT	GENERAL FUND	PARKS & RECREATION	\$ (2.88)
38442		6/17/2024	2" PVC BALL VALVE(1)	GENERAL FUND	PARKS & RECREATION	\$ 10.59
38442		6/17/2024	DISCOUNT	GENERAL FUND	PARKS & RECREATION	\$ (1.06)
38443		6/18/2024	ROLLER(1)	GENERAL FUND	PARKS & RECREATION	\$ 3.39
38443		6/18/2024	ROLLER COVER(1)	GENERAL FUND	PARKS & RECREATION	\$ 3.65
38443		6/18/2024	SANDING BLOCK(1)	GENERAL FUND	PARKS & RECREATION	\$ 3.95
38443		6/18/2024	DISCOUNT	GENERAL FUND	PARKS & RECREATION	\$ (1.10)
38446		6/20/2024	SUMP PUMP(1)	GENERAL FUND	PARKS & RECREATION	\$ 131.65
38446		6/20/2024	1 1/2 MALE ADAPTER(1)	GENERAL FUND	PARKS & RECREATION	\$ 2.05
38446		6/20/2024	DISCOUNT	GENERAL FUND	PARKS & RECREATION	\$ (13.37)
38448		6/24/2024	BROOM(1)	GENERAL FUND	PARKS & RECREATION	\$ 6.15
38448		6/24/2024	DISCOUNT	GENERAL FUND	PARKS & RECREATION	\$ (0.62)
38468		6/3/2024	CORNER IRONS(2)	UTILITY FUND	UTILITY OPERATIONS	\$ 17.78
38468		6/3/2024	ANCHORS(4)	UTILITY FUND	UTILITY OPERATIONS	\$ 9.16
38468		6/3/2024	BOLTS(4)	UTILITY FUND	UTILITY OPERATIONS	\$ 3.56
38468		6/3/2024	DISCOUNT	UTILITY FUND	UTILITY OPERATIONS	\$ (3.05)
38451		6/4/2024	1/2" DRILL BIT(1)	UTILITY FUND	UTILITY OPERATIONS	\$ 11.35
38451		6/4/2024	DISCOUNT	UTILITY FUND	UTILITY OPERATIONS	\$ (1.14)
38455		6/12/2024	SLEDGE HAMMER(1)	UTILITY FUND	UTILITY OPERATIONS	\$ 53.85
38455		6/12/2024	PVC CUTTERS(2)	UTILITY FUND	UTILITY OPERATIONS	\$ 60.78
38455		6/12/2024	DISCOUNT	UTILITY FUND	UTILITY OPERATIONS	\$ (11.46)
38456		6/13/2024	ACETONE(1)	UTILITY FUND	UTILITY OPERATIONS	\$ 26.69

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CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
38456	HUBBARDS HARDWARE, INC	6/13/2024	DISCOUNT	UTILITY FUND	UTILITY OPERATIONS	\$ (2.67)
38444		6/17/2024	4"X2 NIPPLE(1)	UTILITY FUND	UTILITY OPERATIONS	\$ 6.48
38444		6/17/2024	5"X2 NIPPLE(1)	UTILITY FUND	UTILITY OPERATIONS	\$ 8.00
38444		6/17/2024	6"X2 NIPPLE(1)	UTILITY FUND	UTILITY OPERATIONS	\$ 8.74
38444		6/17/2024	DISCOUNT	UTILITY FUND	UTILITY OPERATIONS	\$ (2.32)
38447		6/21/2024	TORCH(1)	UTILITY FUND	UTILITY OPERATIONS	\$ 57.89
38447		6/21/2024	DISCOUNT	UTILITY FUND	UTILITY OPERATIONS	\$ (5.79)
38450		6/26/2024	CHILLY PAD(1)	UTILITY FUND	UTILITY OPERATIONS	\$ 14.99
38450		6/26/2024	DISCOUNT	UTILITY FUND	UTILITY OPERATIONS	\$ (1.50)
38514		7/9/2024	BRAIDED ROPE(1)	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 22.00
38514		7/9/2024	WHITE LITHIUM GREASE(1)	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 83.76
38514		7/9/2024	2 KEYS MADE(2)	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 4.50
38514		7/9/2024	DISCOUNT	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ (11.03)
					TOTAL:	\$ 1,162.17
38428	INTERACTIVE DATA, LLC	6/30/2024	INTERACTIVE DATA	GENERAL FUND	POLICE	\$ 75.50
					TOTAL:	\$ 75.50
38341	J.P. COMPRETTE	7/1/2024	PROFESSIONAL SERVICES_JUNE 2024	GENERAL FUND	JUDICIAL	\$ 1,000.00
					TOTAL:	\$ 1,000.00
38484	JACK'S G&M AUTO ELECTRIC, INC	7/9/2024	DRIER/ACCUMULATOR	UTILITY FUND	UTILITY OPERATIONS	\$ 48.90
38484		7/9/2024	EVAPORATOR	UTILITY FUND	UTILITY OPERATIONS	\$ 158.00
38484		7/9/2024	REPLACE EVAPORATOR	UTILITY FUND	UTILITY OPERATIONS	\$ 528.00
38484		7/9/2024	REPLACE DRIER	UTILITY FUND	UTILITY OPERATIONS	\$ 40.00
38484		7/9/2024	CHARGE COMPLETE SYSTEM	UTILITY FUND	UTILITY OPERATIONS	\$ 112.00
38484		7/9/2024	FREON	UTILITY FUND	UTILITY OPERATIONS	\$ 59.90

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CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
38484	JACK'S G&M AUTO ELECTRIC, INC	7/9/2024	COMPRESSOR OIL /DYE	UTILITY FUND	UTILITY OPERATIONS	\$ 9.00
					TOTAL:	\$ 955.80
38360	JERRY'S LAWN MOWER SALES & SERVICE INC	3/7/2024	USED PARTS	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 36.50
38360		3/7/2024	SHOP MATERIALS	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 2.85
38360		3/7/2024	ENVIRONMENTAL	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 3.21
38360		3/7/2024	LABOR	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 71.25
38351		7/1/2024	FILTER PLATE(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 6.99
38351		7/1/2024	AIR FILTER(6)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 107.94
38351		7/1/2024	FUEL FILTER(6)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 53.70
					TOTAL:	\$ 282.44
38429	LOMBARDO INDUSTRIES LLC	7/8/2024	LAWN MAINTENANCE	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 18,642.50
					TOTAL:	\$ 18,642.50
38469	LOWE'S	7/8/2024	PAINT(2)	GENERAL FUND	PARKS & RECREATION	\$ 74.06
38369		6/24/2024	DOOR KNOBS(3)	GENERAL FUND	PARKS & RECREATION	\$ 66.93
38363		6/27/2024	SPRAYER(1)	GENERAL FUND	PARKS & RECREATION	\$ 71.23
38391		5/29/2024	DEADBOLT LOCK(3)	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 339.15
38391		5/29/2024	AAA BATTERIES(1)	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 15.66
38391		5/29/2024	AA BATTERIES(1)	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 15.66
38390		5/30/2024	RETURN DEADBOLT(3)	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ (339.15)
38389		5/30/2024	LOCK(2)	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 273.60
					TOTAL:	\$ 517.14

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CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
38519	MACHADO PATANO, PLLC	7/8/2024	OLD TOWN COMMUNITY CENTER	CAPITAL PROJECTS FUND	ADMINISTRATION	\$ 24,000.00
					TOTAL:	\$ 24,000.00
38470	MARY REEVES	7/9/2024	REFUND GAS METER DIFFERENCE	UTILITY FUND	ADMINISTRATION	\$ 1,300.00
					TOTAL:	\$ 1,300.00
38485	MAYLEY'S PEST CONTROL, LLC.	7/8/2024	CITY HALL_JULY 2024	GENERAL FUND	ADMINISTRATION	\$ 98.00
					TOTAL:	\$ 98.00
38367	MECHANICAL SERVICES, LLC	6/26/2024	HEAD REPLACEMENT	GENERAL FUND	FIRE	\$ 7,785.00
					TOTAL:	\$ 7,785.00
38374	MEDIACOM	6/21/2024	HARBOR WIFI	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 1,880.95
					TOTAL:	\$ 1,880.95
38326	MISSISSIPPI POWER	6/27/2024	20735-99025 PARKING GARAGE	GENERAL FUND	GOVT BUILDING & PLANT	\$ 425.48
38326		6/27/2024	21512-44005 COMMUNITY HALL	GENERAL FUND	GOVT BUILDING & PLANT	\$ 2,376.48
38326		6/27/2024	33911-46001 SENIOR CENTER	GENERAL FUND	GOVT BUILDING & PLANT	\$ 1,725.89
38326		6/27/2024	54271-48002 TRAIN DEPOT	GENERAL FUND	GOVT BUILDING & PLANT	\$ 1,243.32
38326		6/27/2024	05889-10169 HISTORICAL BLDG	GENERAL FUND	GOVT BUILDING & PLANT	\$ 717.97
38326		6/27/2024	03549-31061 OT COMMUNITY CENTER	GENERAL FUND	GOVT BUILDING & PLANT	\$ 1,052.56
38326		6/27/2024	04922-51019 POLICE DEPARTMENT	GENERAL FUND	POLICE	\$ 2,255.34
38326		6/27/2024	06084-17009 FIRE STATION #1	GENERAL FUND	FIRE	\$ 2,160.28
38420		6/27/2024	07837-92076 OST FLOWER POLE	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 50.15
38326		6/27/2024	30517-12007 CITY PARK BATHROOM	GENERAL FUND	PARKS & RECREATION	\$ 54.45
38326		6/27/2024	04055-18078 SPLASH PAD RESTROOM	GENERAL FUND	PARKS & RECREATION	\$ 59.59

CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	PAGE 14 AMOUNT
38326	MISSISSIPPI POWER	6/27/2024	06472-91030 DUNBAR PARK	GENERAL FUND	PARKS & RECREATION	\$ 55.20
38415		6/25/2024	29014-26053 MARINA	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 10,077.35
					TOTAL:	\$ 22,254.06
38357	NAPA AUTO PARTS (KC AUTO PARTS, INC.)	6/28/2024	SOCKET(1)	GENERAL FUND	FIRE	\$ 12.09
38357		6/28/2024	EXTENSION(1)	GENERAL FUND	FIRE	\$ 7.29
38357		6/28/2024	3/8" EXTENSION(1)	GENERAL FUND	FIRE	\$ 3.75
38357		6/28/2024	EXTENSION(1)	GENERAL FUND	FIRE	\$ 6.24
38357		6/28/2024	3/8" ADAPTER(1)	GENERAL FUND	FIRE	\$ 3.00
38357		6/28/2024	1/4" ADAPTER(1)	GENERAL FUND	FIRE	\$ 2.50
38357		6/28/2024	EXTENSION(1)	GENERAL FUND	FIRE	\$ 8.34
38329		7/3/2024	DIGITAL GAUGE(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 96.02
38329		7/3/2024	GAUGE(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 74.85
38358		6/28/2024	BATTERY(1)	FIRE QUARTER MILL FUND	FIRE	\$ 248.59
38358		6/28/2024	CORE DEPOSIT	FIRE QUARTER MILL FUND	FIRE	\$ 36.00
38358		6/28/2024	CORE DEPOSIT	FIRE QUARTER MILL FUND	FIRE	\$ (36.00)
					TOTAL:	\$ 462.67
38362	NECAISE LOCKSMITH SERVICE, INC	2/14/2024	KEYS FOR DEPOT(2)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 7.50
					TOTAL:	\$ 7.50
38344	NORTHSHORE COMPUTER SERVICES, LLC	7/1/2024	COMPLETE IT COVERAGE	GENERAL FUND	CITY COUNCIL	\$ 2,600.00
38388		7/8/2024	22" MONITORS(7)	GENERAL FUND	CITY COUNCIL	\$ 525.00
					TOTAL:	\$ 3,125.00

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CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
38387	ORION PLANNING & DESIGN	7/1/2024	COMPREHENSIVE PLAN	GENERAL FUND	CITY COUNCIL	\$ 905.71
					TOTAL:	\$ 905.71
38364	PAYLOCITY CORPORATION	6/28/2024	PAYLOCITY	GENERAL FUND	ADMINISTRATION	\$ 1,128.79
					TOTAL:	\$ 1,128.79
38507	PREMIER AUTOMOTIVE FORD OF MS LLC	1/12/2024	KEY PROGRAM CUT(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 50.00
38507		1/12/2024	LABOR	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 75.00
38507		1/12/2024	REPAIR CHARGE	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 12.50
					TOTAL:	\$ 137.50
38439	PVS DX INC	6/30/2024	CHLORINE	UTILITY FUND	UTILITY OPERATIONS	\$ 450.00
					TOTAL:	\$ 450.00
38416	QUADIENT	6/24/2024	LEASE PAYMENT_POSTAGE METER	GENERAL FUND	ADMINISTRATION	\$ 272.52
					TOTAL:	\$ 272.52
38433	RESOLUTE PARENT LLC (dba RESOLUTE INDUSTRIES)	7/5/2024	MONTHLY AC RENTAL_FIRE	GENERAL FUND	FIRE	\$ 8,469.42
					TOTAL:	\$ 8,469.42
38352	RICHARDSON ATHLETICS, LLC	6/14/2024	FIELD PAINT(2)	GENERAL FUND	PARKS & RECREATION	\$ 147.98
38352		6/14/2024	SHIPPING	GENERAL FUND	PARKS & RECREATION	\$ 36.21
					TOTAL:	\$ 184.19

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CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
38417	RJ YOUNG COMPANY	6/17/2024	COUNCIL COPIER_BASE	GENERAL FUND	CITY COUNCIL	\$ 159.00
38417		6/17/2024	COUNCIL COPIER_OVERAGE	GENERAL FUND	CITY COUNCIL	\$ 119.90
38419		6/19/2024	COURT COPIER_BASE	GENERAL FUND	JUDICIAL	\$ 82.11
38419		6/19/2024	COURT COPIER_OVERAGE	GENERAL FUND	JUDICIAL	\$ 60.34
38435		7/2/2024	ADMIN COPIER_BASE	GENERAL FUND	ADMINISTRATION	\$ 55.84
38435		7/2/2024	ADMIN COPIER_OVERAGE	GENERAL FUND	ADMINISTRATION	\$ 5.14
38419		6/19/2024	BUILDING COPIER_BASE	GENERAL FUND	BUILDING DEPARTMENT	\$ 82.10
38419		6/19/2024	BUILDING COPIER_OVERAGE	GENERAL FUND	BUILDING DEPARTMENT	\$ 60.34
38418		6/17/2024	POLICE COPIER_BASE	GENERAL FUND	POLICE	\$ 170.15
38418		6/17/2024	POLICE COPIER_OVERAGE	GENERAL FUND	POLICE	\$ 79.00
38419		6/19/2024	FIRE COPIER	GENERAL FUND	FIRE	\$ 2.70
38435		7/2/2024	P.W. COPIER_BASE	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 55.85
38435		7/2/2024	P.W. COPIER_OVERAGE	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 5.13
38435		7/2/2024	UTILITIES COPIER	UTILITY FUND	ADMINISTRATION	\$ 136.99
					TOTAL:	\$ 1,074.59
38515	ROBBIES AC & HEAT LLC	7/11/2024	LABOR	GENERAL FUND	CITY COUNCIL	\$ 95.00
38361		6/11/2024	COOLING CONDENSOR	GENERAL FUND	GOVT BUILDING & PLANT	\$ 5,300.00
					TOTAL:	\$ 5,395.00
38427	S&L OFFICE SUPPLIES , INC	7/8/2024	AWARD(1)	GENERAL FUND	CITY COUNCIL	\$ 42.44
38427		7/8/2024	SHIPPING	GENERAL FUND	CITY COUNCIL	\$ 8.95
38355		6/19/2024	COPY PAPER(4)	GENERAL FUND	JUDICIAL	\$ 168.00
38355		6/19/2024	PENS(1)	GENERAL FUND	JUDICIAL	\$ 51.40
38355		6/19/2024	NOTES(10)	GENERAL FUND	JUDICIAL	\$ 36.00
38355		6/19/2024	BOXES(2)	GENERAL FUND	JUDICIAL	\$ 104.98
38355		6/19/2024	FOLDERS(6)	GENERAL FUND	JUDICIAL	\$ 119.64
38355		6/19/2024	KLEENEX(1)	GENERAL FUND	JUDICIAL	\$ 110.94
38355		6/19/2024	DESK FILE(1)	GENERAL FUND	JUDICIAL	\$ 35.28

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CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
38355	S&L OFFICE SUPPLIES , INC	6/19/2024	DESK FILE(3)	GENERAL FUND	JUDICIAL	\$ 125.97
38355		6/19/2024	SHREDDER(1)	GENERAL FUND	JUDICIAL	\$ 674.11
38356		6/20/2024	DESK FILE(2)	GENERAL FUND	JUDICIAL	\$ 70.56
38340		7/3/2024	BLUE RAY(2)	GENERAL FUND	POLICE	\$ 75.42
38340		7/3/2024	TAPE(2)	GENERAL FUND	POLICE	\$ 30.20
38340		7/3/2024	LEGAL PADS(1)	GENERAL FUND	POLICE	\$ 17.09
38410		7/3/2024	BUSINESS CARDS	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 40.95
38370		6/24/2024	TONER(1)	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 92.33
38370		6/24/2024	ENVELOPES(1)	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 51.44
38376		6/26/2024	TRASH BAGS(2)	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 76.62
38513		7/9/2024	TRASH BAG(2)	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 76.62
38513		7/9/2024	BATH TISSUE(2)	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 106.74
38513		7/9/2024	PAPER TOWEL(1)	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 45.24
					TOTAL:	\$ 2,160.92
38336	SHANK COMMUNICATIONS COMPANY	6/19/2024	SPARE BATTERY(7)	GENERAL FUND	POLICE	\$ 770.00
38336		6/19/2024	MICROPHONE SPEAKER(7)	GENERAL FUND	POLICE	\$ 525.00
38336		6/19/2024	EARPIECE(7)	GENERAL FUND	POLICE	\$ 245.00
38336		6/19/2024	EARTIP(100)	GENERAL FUND	POLICE	\$ 100.00
38336		6/19/2024	RADIOS(7)	GENERAL FUND	POLICE	\$ 10,325.00
					TOTAL:	\$ 11,965.00
38333	SOUTHERN FIRE SPRINKLER, INC	6/30/2024	COMMUNITY HALL	GENERAL FUND	GOVT BUILDING & PLANT	\$ 50.00
38333		6/30/2024	OLD TOWN COMMUNITY CENTER	GENERAL FUND	GOVT BUILDING & PLANT	\$ 64.00
38333		6/30/2024	TRAIN DEPOT	GENERAL FUND	GOVT BUILDING & PLANT	\$ 56.00
38333		6/30/2024	SENIOR CENTER	GENERAL FUND	GOVT BUILDING & PLANT	\$ 96.00
38333		6/30/2024	B&G CLUB	GENERAL FUND	GOVT BUILDING & PLANT	\$ 120.00
38333		6/30/2024	FIRE STATION #1	GENERAL FUND	GOVT BUILDING & PLANT	\$ 152.00
38333		6/30/2024	FIRE STATION #2	GENERAL FUND	GOVT BUILDING & PLANT	\$ 64.00

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CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
38333	SOUTHERN FIRE SPRINKLER, INC	6/30/2024	CITY HALL/UTILITIES	GENERAL FUND	GOVT BUILDING & PLANT	\$ 64.00
38333		6/30/2024	COUNCIL/PW	GENERAL FUND	GOVT BUILDING & PLANT	\$ 184.00
38333		6/30/2024	HARBOR	GENERAL FUND	GOVT BUILDING & PLANT	\$ 240.00
38333		6/30/2024	OLD CITY HALL	GENERAL FUND	GOVT BUILDING & PLANT	\$ 50.00
38333		6/30/2024	POLICE STATION	GENERAL FUND	GOVT BUILDING & PLANT	\$ 50.00
38333		6/30/2024	SPORTS COMPLEX	GENERAL FUND	GOVT BUILDING & PLANT	\$ 50.00
38334		6/30/2024	COMMUNITY HALL	GENERAL FUND	GOVT BUILDING & PLANT	\$ 130.00
38334		6/30/2024	SENIOR CENTER	GENERAL FUND	GOVT BUILDING & PLANT	\$ 130.00
38334		6/30/2024	B&G CLUB	GENERAL FUND	GOVT BUILDING & PLANT	\$ 130.00
38334		6/30/2024	FIRE STATION #1	GENERAL FUND	GOVT BUILDING & PLANT	\$ 130.00
38334		6/30/2024	FIRE STATION #2	GENERAL FUND	GOVT BUILDING & PLANT	\$ 130.00
					TOTAL:	\$ 1,890.00
38437	SOUTHERN PIPE & SUPPLY COMPANY, INC	5/29/2024	6X10 PIPE(20)	UTILITY FUND	UTILITY OPERATIONS	\$ 138.40
					TOTAL:	\$ 138.40
38368	SUN COAST CLAYS BUSINESS SUPPLY, INC	6/21/2024	TOWELS(16)	GENERAL FUND	FIRE	\$ 479.68
38368		6/21/2024	POWER BRITE(4)	GENERAL FUND	FIRE	\$ 112.88
38368		6/21/2024	16OZ CUPS(1)	GENERAL FUND	FIRE	\$ 88.14
38368		6/21/2024	WINDEX(12)	GENERAL FUND	FIRE	\$ 80.04
38368		6/21/2024	TISSUE(6)	GENERAL FUND	FIRE	\$ 347.88
38368		6/21/2024	DAWN(3)	GENERAL FUND	FIRE	\$ 200.97
38368		6/21/2024	MOP HANDLE(4)	GENERAL FUND	FIRE	\$ 43.92
38368		6/21/2024	FINISH MOP(4)	GENERAL FUND	FIRE	\$ 54.28
38510		5/24/2024	LINERS(4)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 127.92
38510		5/24/2024	TISSUE(4)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 215.92
38510		5/24/2024	FABULOSO(4)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 231.92
38510		5/24/2024	MOP HEADS(5)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 57.50
38510		5/24/2024	BROOM(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 6.75

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CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
38510	SUN COAST CLAYS BUSINESS SUPPLY, INC	5/24/2024	SHOP TOWELS(1)	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 22.98
					TOTAL:	\$ 2,070.78
38486	THE FIRST BANK	7/10/2024	PAY #35 NISSAN ROGUES_POLICE	DEBT SERVICE FUND	DEBT SERVICE	\$ 914.34
38488		7/10/2024	PAY #38 DUMP TRUCK_PW/UTILITIES	DEBT SERVICE FUND	DEBT SERVICE	\$ 777.70
38487		7/10/2024	PAY #56 FORD F-150_POLICE	DEBT SERVICE FUND	DEBT SERVICE	\$ 476.86
38488		7/10/2024	PAY #38 DUMP TRUCK_PW/UTILITIES	UTILITY FUND	DEBT SERVICE	\$ 777.70
					TOTAL:	\$ 2,946.60
38491	THE PEOPLES BANK	7/10/2024	PAY #39 DUMP TRUCK_PUBLIC WORKS	DEBT SERVICE FUND	DEBT SERVICE	\$ 1,555.11
38492		7/10/2024	PAY #27 DEERE 60G EXCAVATOR	DEBT SERVICE FUND	DEBT SERVICE	\$ 1,477.88
38509		7/10/2024	PAY #27 DODGE DURANGOS(3)	DEBT SERVICE FUND	DEBT SERVICE	\$ 1,857.82
38493		7/10/2024	PAY #29 DEERE 75G EXCAVATOR	DEBT SERVICE FUND	DEBT SERVICE	\$ 1,893.81
38490		7/10/2024	PAY #39 FORD F-150_CHIEF	DEBT SERVICE FUND	DEBT SERVICE	\$ 540.89
38490		7/10/2024	PAY #39 FORD F-150_ASST CHIEF	DEBT SERVICE FUND	DEBT SERVICE	\$ 540.89
38489		7/10/2024	PAY #8 DODGE CHARGER	DEBT SERVICE FUND	DEBT SERVICE	\$ 977.56
38489		7/10/2024	PAY #8 DODGE CHARGER	DEBT SERVICE FUND	DEBT SERVICE	\$ 977.56
38489		7/10/2024	PAY #8 DODGE CHARGER	DEBT SERVICE FUND	DEBT SERVICE	\$ 977.56
38489		7/10/2024	PAY #8 DODGE CHARGER	DEBT SERVICE FUND	DEBT SERVICE	\$ 977.56
					TOTAL:	\$ 11,776.64
38421	TIFFANY LEE COWMAN, CHANCERY CLERK	7/1/2024	TAX REDEMPTION_JUNE 2024	GENERAL FUND	ADMINISTRATION	\$ 620.00
					TOTAL:	\$ 620.00
38502	TRANSUNION RISK & ALTERNATIVE/DATA SOLUTIONS	7/1/2024	INVESTIGATIVE INFORMATION	GENERAL FUND	POLICE	\$ 75.00
					TOTAL:	\$ 75.00

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CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
38337	TRI TECH FORENSICS	6/27/2024	DUI COLLECTION KIT(1)	GENERAL FUND	POLICE	\$ 194.30
38337		6/27/2024	SHIPPING	GENERAL FUND	POLICE	\$ 11.42
					TOTAL:	\$ 205.72
38499	TYLER WORKS/TYLER TECHNOLOGIES	6/30/2024	UTILITY BILLING NOTIFICATIONS	UTILITY FUND	ADMINISTRATION	\$ 320.80
					TOTAL:	\$ 320.80
38348	UNIFIRST CORPORATION	6/17/2024	JANITORIAL UNIFORMS_6/17/2024	GENERAL FUND	GOVT BUILDING & PLANT	\$ 5.83
38347		6/24/2024	JANITORIAL UNIFORMS_6/24/2024	GENERAL FUND	GOVT BUILDING & PLANT	\$ 5.83
38346		7/1/2024	JANITORIAL UNIFORMS_7/01/2024	GENERAL FUND	GOVT BUILDING & PLANT	\$ 5.83
38348		6/17/2024	P.W. UNIFORMS_6/17/2024	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 173.94
38347		6/24/2024	P.W. UNIFORMS_6/24/2024	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 166.46
38346		7/1/2024	P.W. UNIFORMS_7/01/2024	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 159.77
38348		6/17/2024	RECREATION UNIFORMS_6/17/2024	GENERAL FUND	PARKS & RECREATION	\$ 12.45
38347		6/24/2024	RECREATION UNIFORMS_6/24/2024	GENERAL FUND	PARKS & RECREATION	\$ 12.45
38346		7/1/2024	RECREATION UNIFORMS_7/01/2024	GENERAL FUND	PARKS & RECREATION	\$ 12.45
38348		6/17/2024	UTILITIES UNIFORMS_6/17/2024	UTILITY FUND	UTILITY OPERATIONS	\$ 127.62
38347		6/24/2024	UTILITIES UNIFORMS_6/24/2024	UTILITY FUND	UTILITY OPERATIONS	\$ 143.75
38346		7/1/2024	UTILITIES UNIFORMS_7/01/2024	UTILITY FUND	UTILITY OPERATIONS	\$ 142.87
					TOTAL:	\$ 969.25
38339	VINSON UNIFORMS, INC	6/27/2024	CHAINED HANDCUFF(2)	GENERAL FUND	POLICE	\$ 68.00
38338		7/1/2024	KHAKI TACT PANT(5)	GENERAL FUND	POLICE	\$ 219.95
					TOTAL:	\$ 287.95
38353	WARING OIL COMPANY LLC	6/25/2024	GAS & DIESEL	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 2,624.10
38434		7/1/2024	GAS & DIESEL	GENERAL FUND	STREETS & PUBLIC WORKS	\$ 1,535.71

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CLAIM #	VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
38372	WARING OIL COMPANY LLC	6/24/2024	HARBOR FUEL	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 14,408.36
38375		6/27/2024	HARBOR FUEL	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 25,020.56
38511		7/7/2024	HARBOR FUEL	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 24,756.28
38512		7/8/2024	HARBOR FUEL	MUNICIPAL HARBOR FUND	ADMINISTRATION	\$ 13,983.45
					TOTAL:	\$ 82,328.46
38438	ZORO TOOLS INC	7/2/2024	SWITCH(2)	GENERAL FUND	PARKS & RECREATION	\$ 39.70
38438		7/2/2024	SHIPPING	GENERAL FUND	PARKS & RECREATION	\$ 5.00
					TOTAL:	\$ 44.70
		FUND 001	GENERAL FUND	\$189,288.20		
		FUND 104	FIRE QUARTER MILL FUND	\$35,640.38		
		FUND 120	FEDERAL GRANTS FUND	\$5,557.50		
		FUND 180	MODERNIZATION USE TAX	\$12,400.89		
		FUND 200	DEBT SERVICE FUND	\$20,742.54		
		FUND 305	CAPITAL PROJECTS FUND	\$24,139.84		
		FUND 350	COUNTY R&B FUND	\$1,650.22		
		FUND 400	UTILITY FUND	\$205,913.50		
		FUND 402	UTILITY C&M FUND	\$24,021.00		
		FUND 408	MODERNIZATION_WATER	\$4,070.57		
		FUND 421	ARPA FUND	\$140.00		
		FUND 450	MUNICIPAL HARBOR FUND	\$92,449.99		
		FUND 650	COMMUNITY HALL UNEARNED	\$500.00		
			TOTAL:	\$616,514.63		



July 8, 2024

Re: 117 Leopold Street
Parcel 144P-0-19-062.000
Final Plat

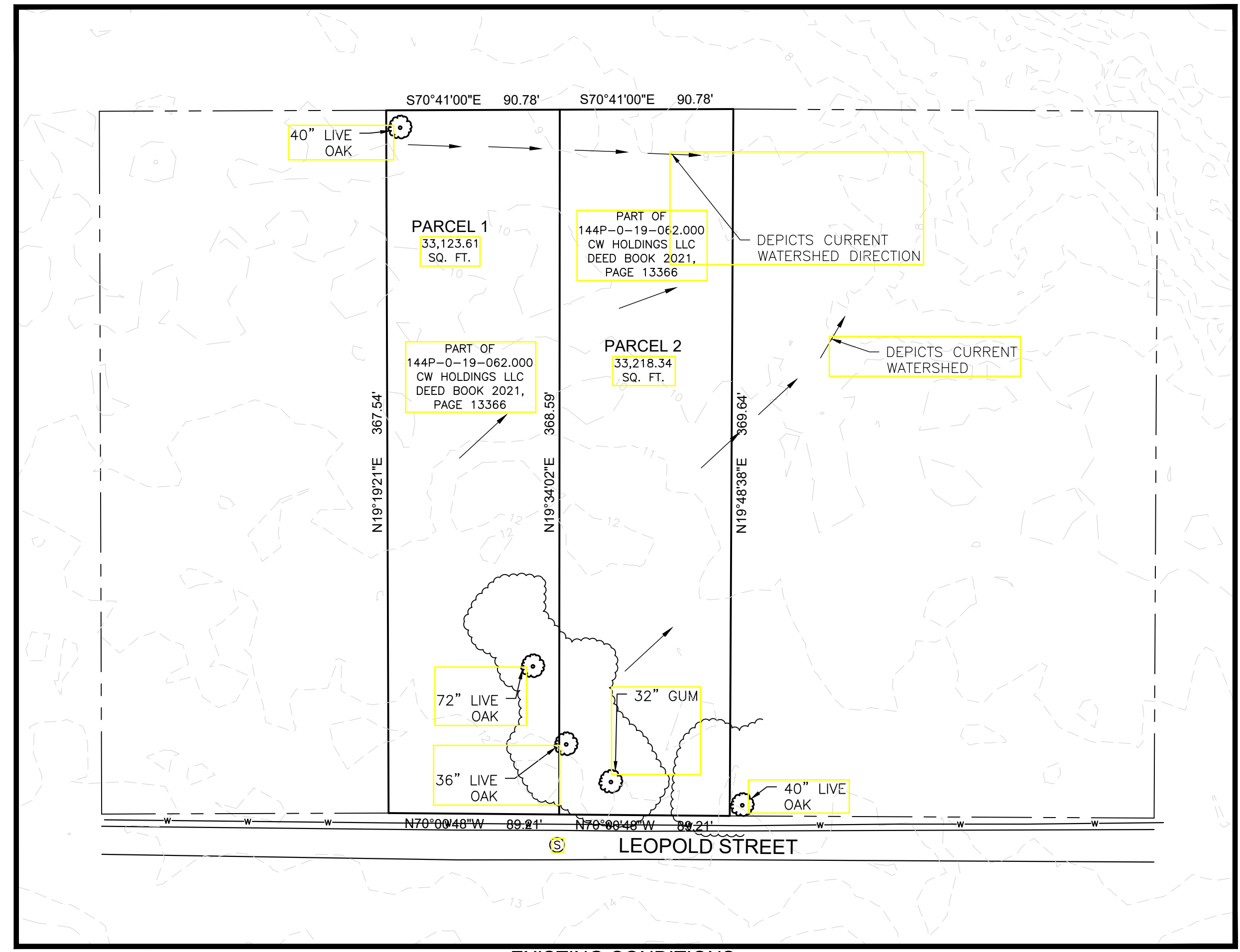
The Bay St. Louis City Council:

The Bay St. Louis City Engineer and Bay St. Louis Administration have reviewed Tax Parcel 144P-0-19-062.000, located at 117 Leopold Street, and confirmed that the final plat is acceptable for final approval.

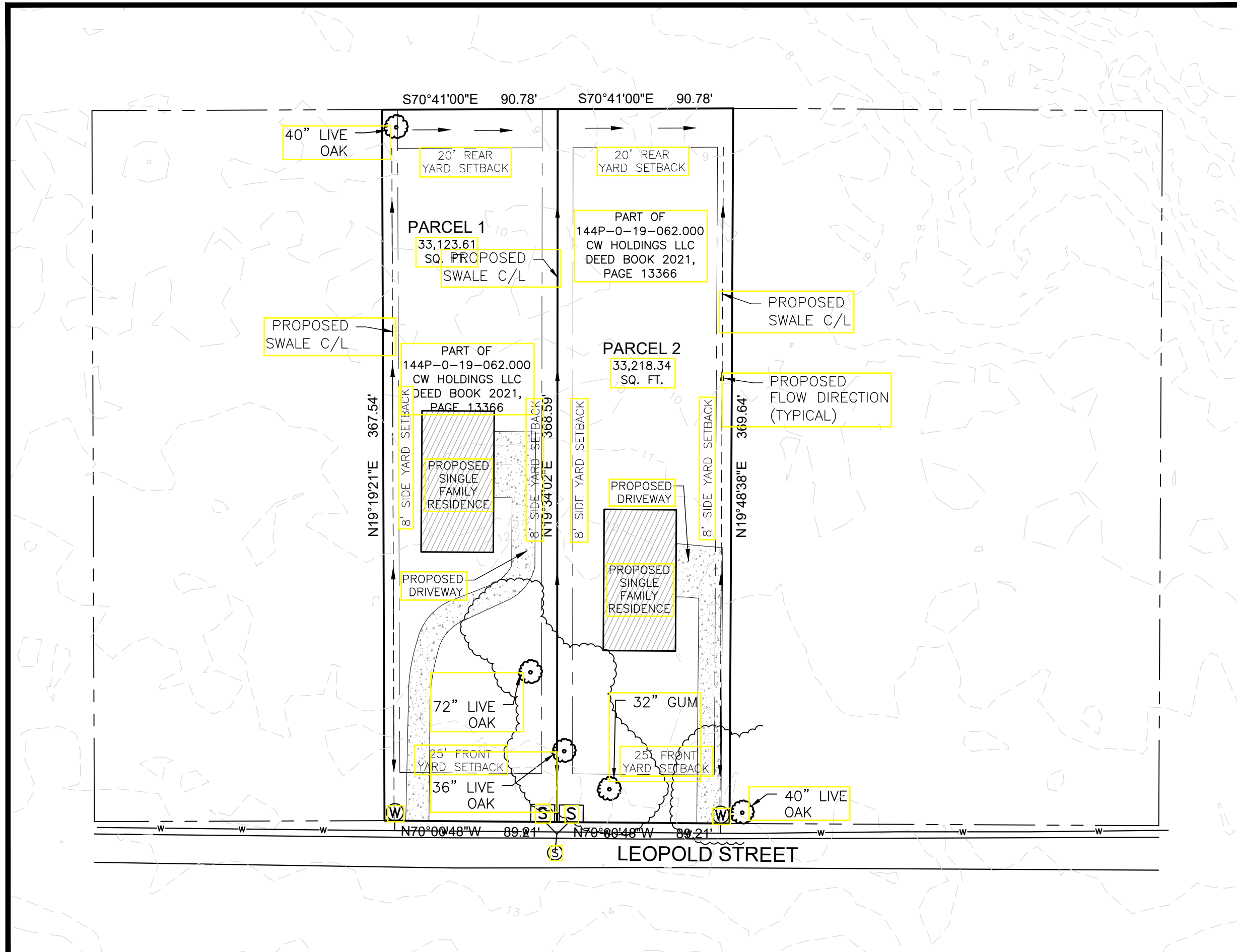
The two newly created parcels are on an improved Bay St. Louis street with Bay St. Louis infrastructure.

“The Developer shall be responsible for installing all new utility service connections required for each newly created parcel. These services shall be installed prior to issuance of any construction permits.” (Bay St Louis Subdivision Regulations 307.1.3 e)

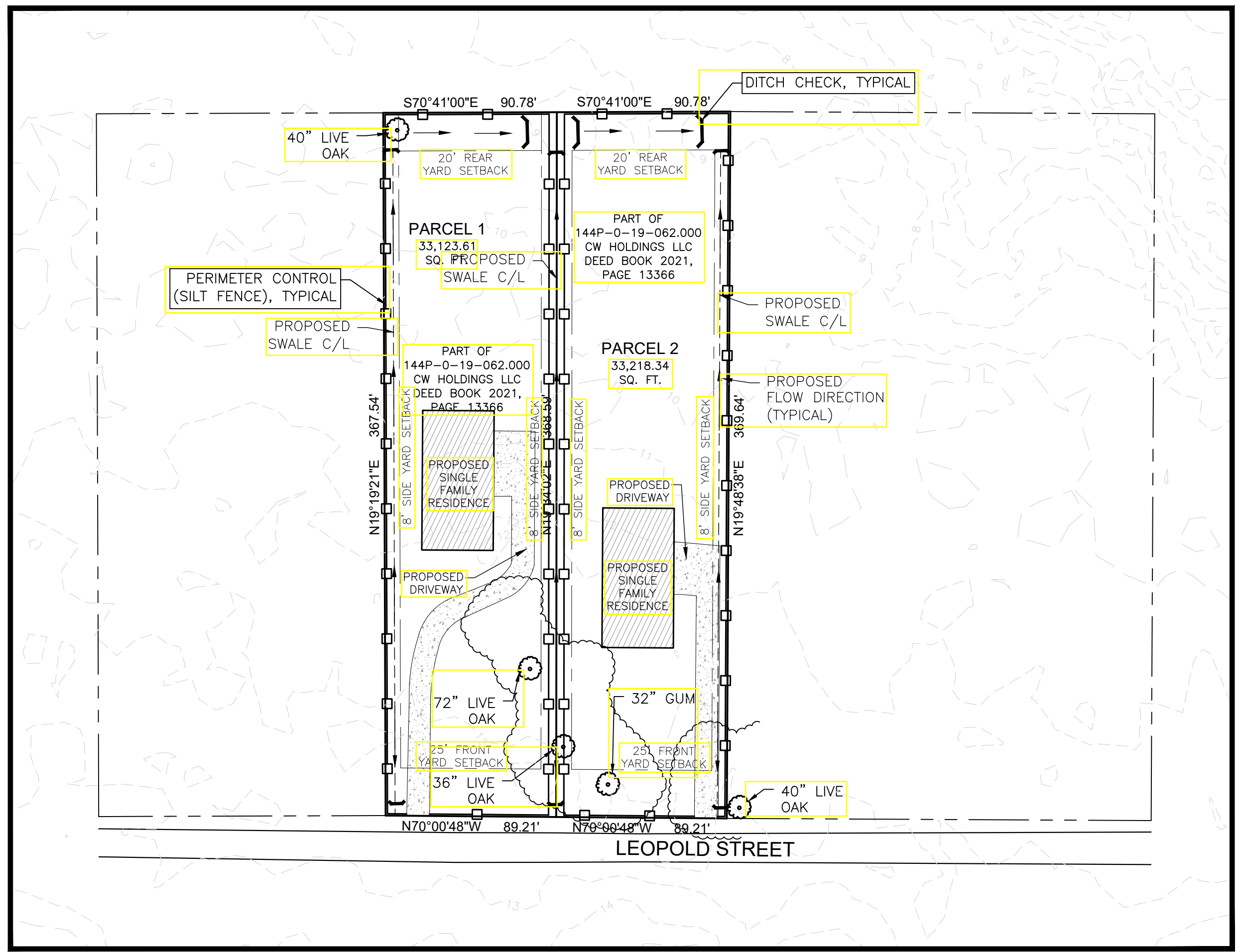
Jeremy L Burke



EXISTING CONDITIONS



PROPOSED DRAINAGE AND UTILITY PLAN



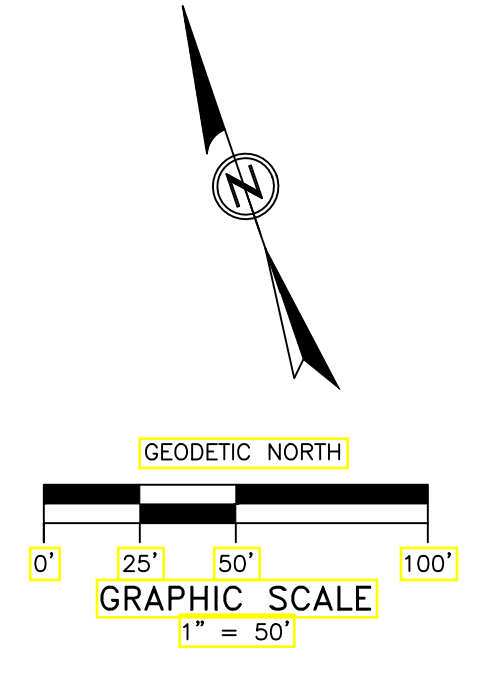
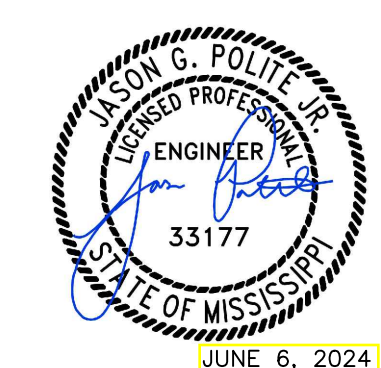
PROPOSED STORM WATER POLLUTION PREVENTION PLAN

NOTES

- EXISTING CONDITIONS TOPOGRAPHIC INFORMATION DERIVED FROM DRONE LIDAR FLOWN ON 03/07/2024.

FLOOD ZONE INFORMATION

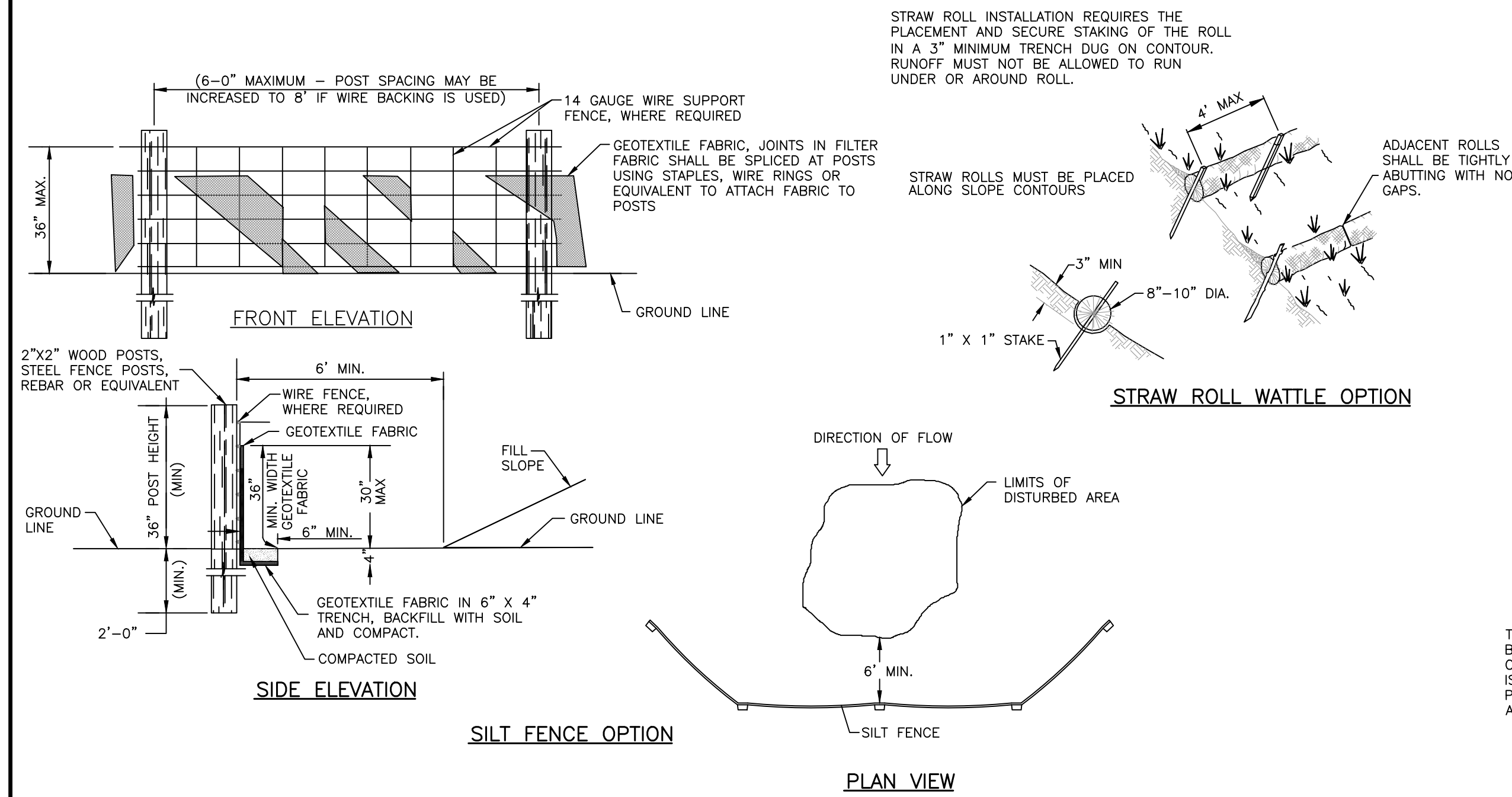
THIS PROPERTY IS LOCATED IN ZONE "AE" (BASE ELEV. 19.00), AS PUBLISHED BY THE FEDERAL INSURANCE ADMINISTRATION, OFFICIAL FLOOD HAZARD MAP, PANEL NUMBER 28045C0354D, REVISED 10/16/2009.



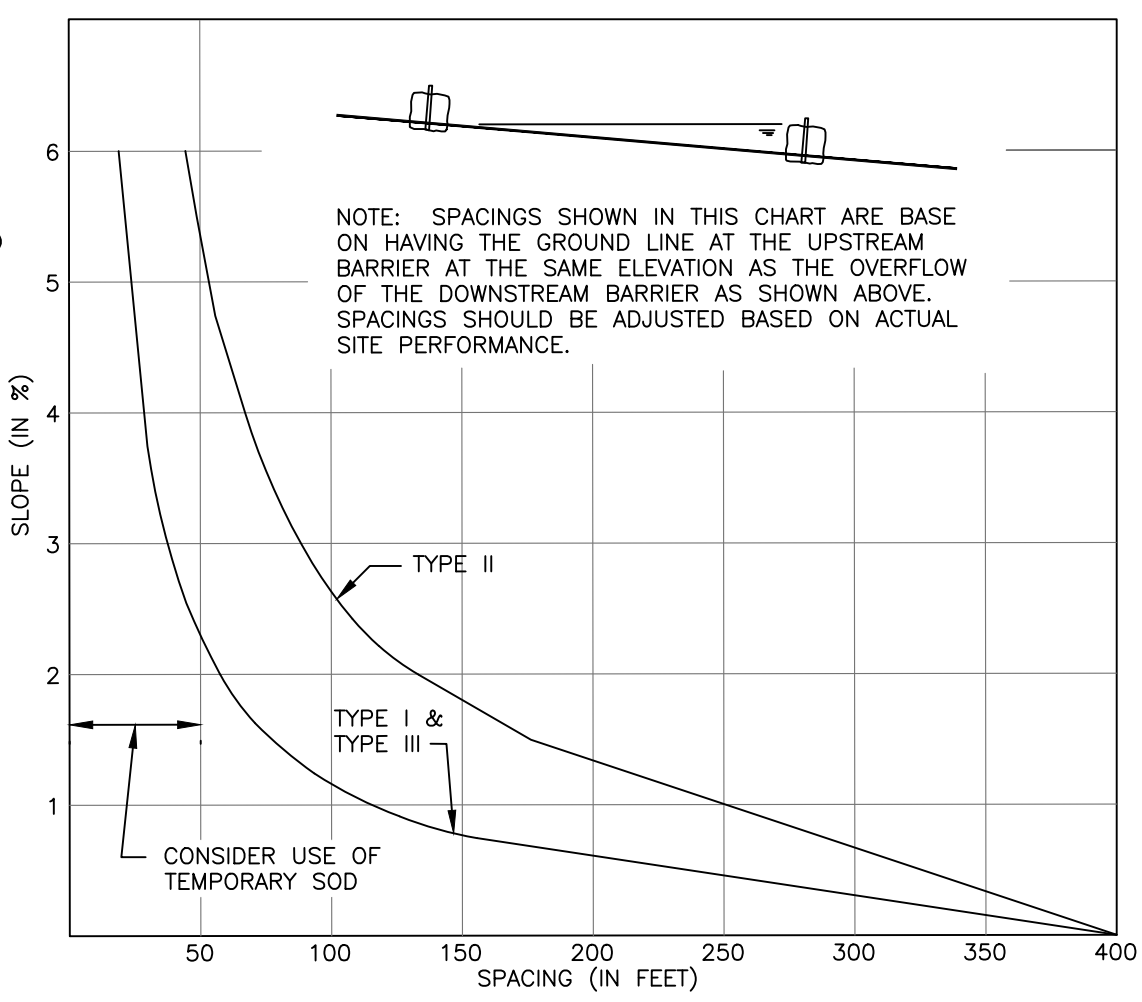
MP SURVEY & GEOMATICS
MP DESIGN GROUP
918 Howard Ave Suite F Biloxi MS 39530 | 228.388.1950 | www.mpdesigngroup.us

DRAINAGE PLAN FOR
117 LEOPOLD STREET,
PARCEL NUMBER
144P-0-19-062.000,
CITY OF BAY ST. LOUIS,
HANCOCK COUNTY,
MISSISSIPPI

SCALE: SHOWN
PROJECT NO: 0077.24.024
DATE: 06/01/2024
DRAWN BY: JGP
CHECKED BY: GCT
LOCATION:
SHEET NO.:
PDP
SHEET 1 OF 2

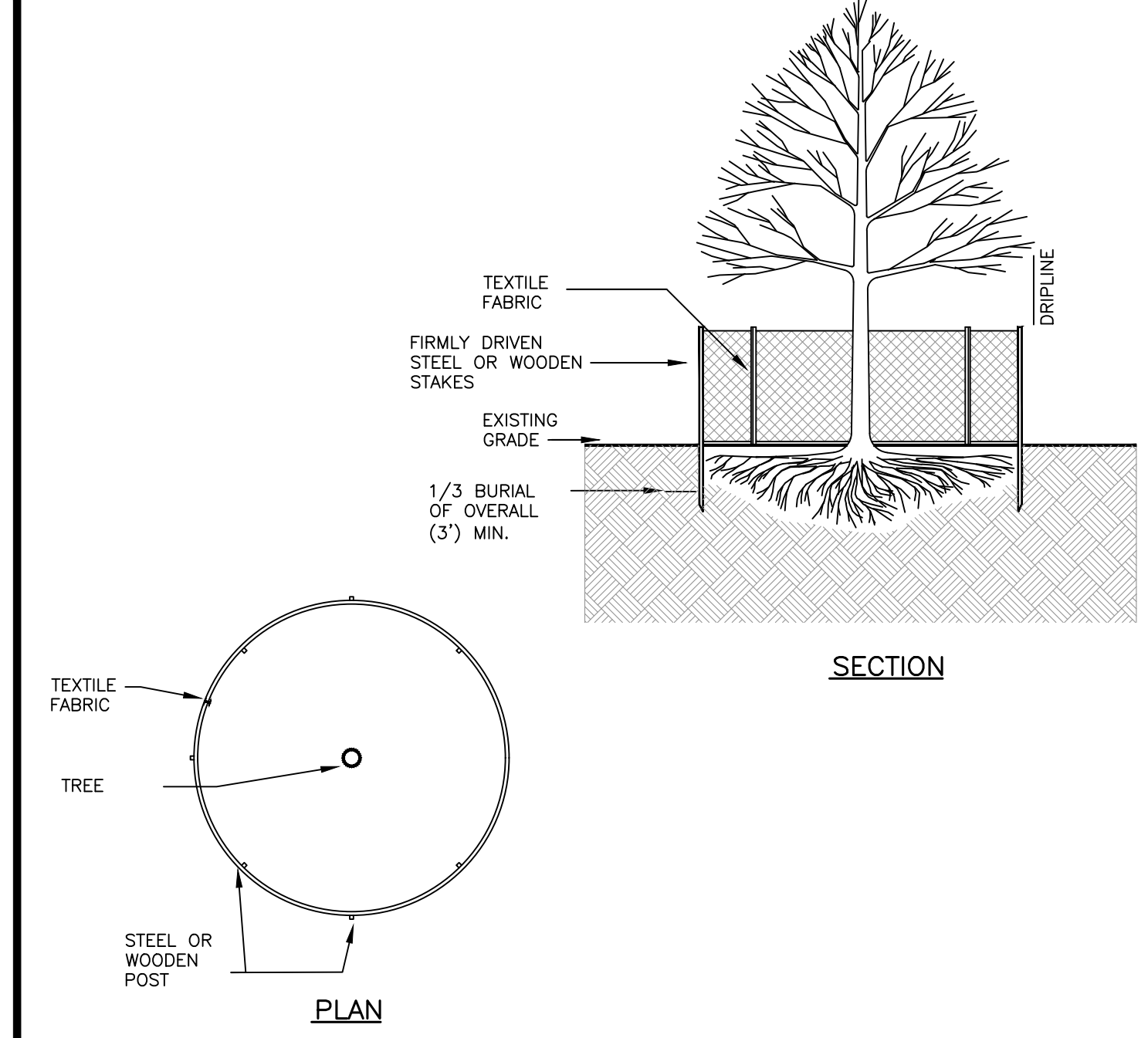


STRAW ROLL INSTALLATION REQUIRES THE PLACEMENT AND SECURE STAKING OF THE ROLL IN A 3" MINIMUM TRENCH DUG ON CONTOUR. RUNOFF MUST NOT BE ALLOWED TO RUN UNDER OR AROUND ROLL.



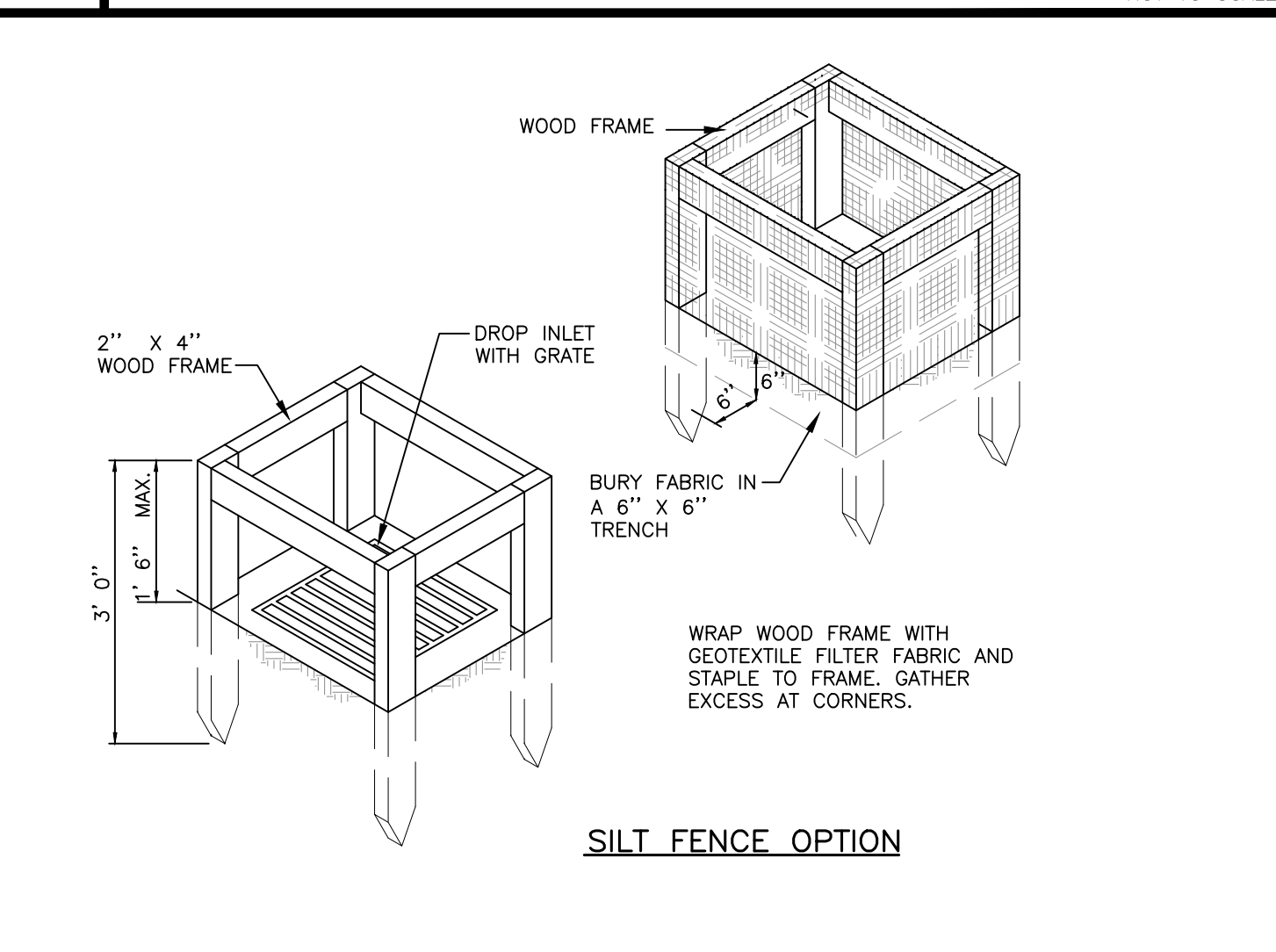
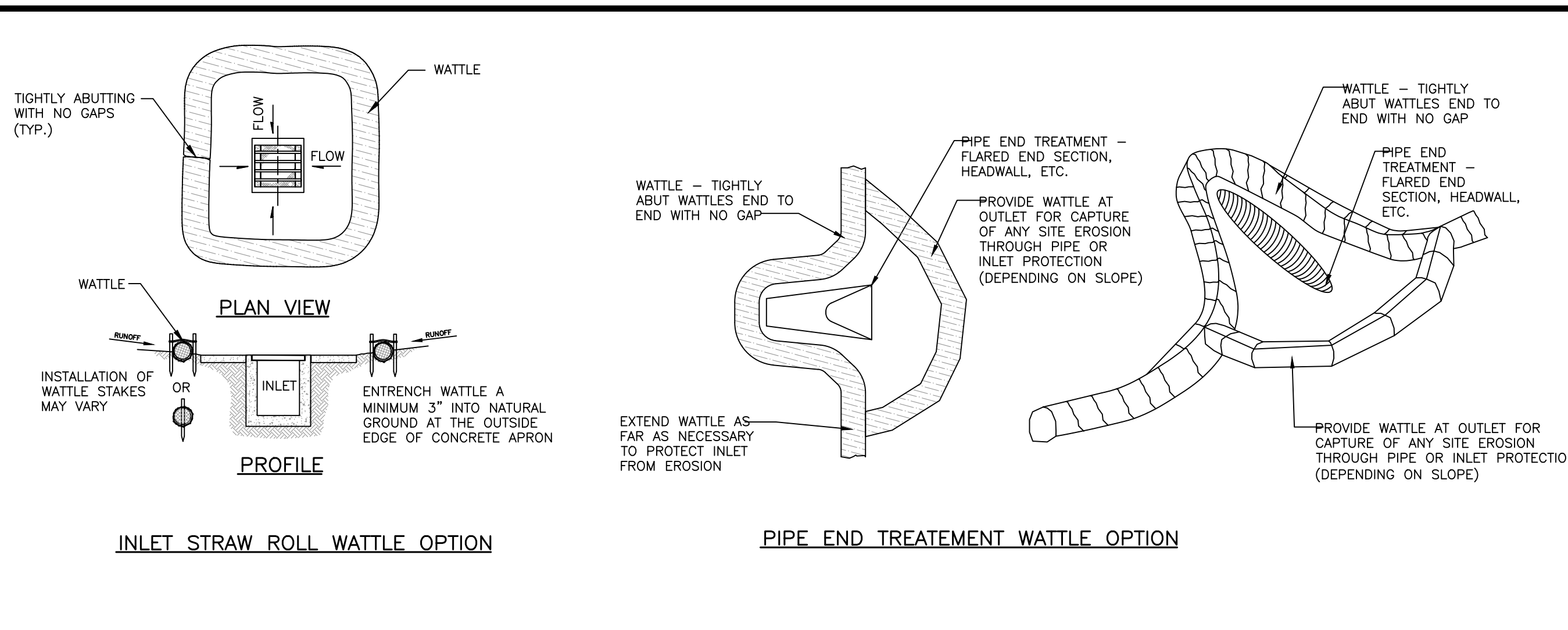
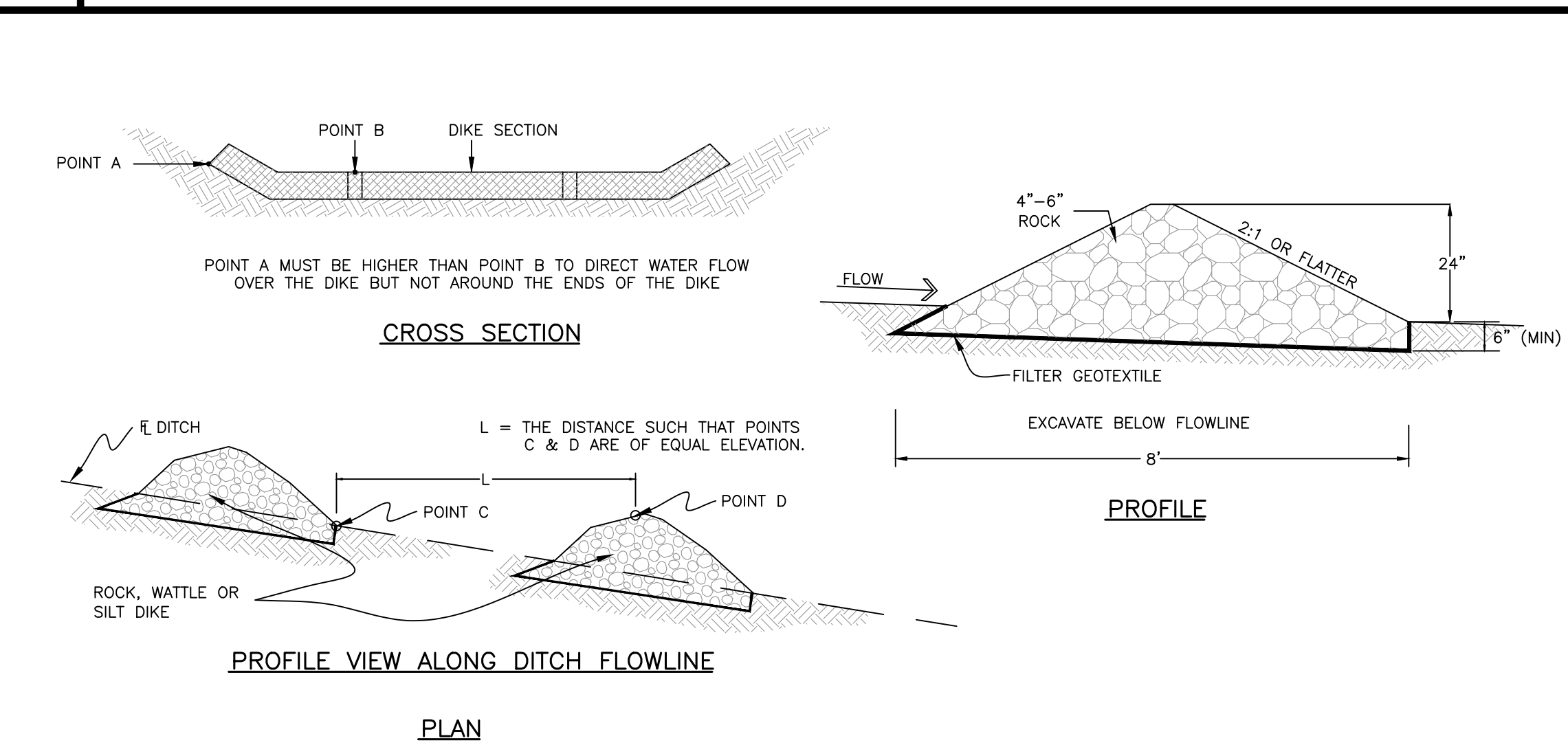
THE CONTRACTOR SHALL BE RESPONSIBLE FOR REVIEWING EACH AREA THAT SEDIMENTATION BARRIERS ARE REQUIRED AND DETERMINING IF, BASED ON THE ABOVE CHART, ADDITIONAL ROWS OF SEDIMENTATION BARRIERS ARE REQUIRED. THE STORMWATER POLLUTION PREVENTION PLAN IS ONLY A SCHEMATIC DRAWING OF THE BASIC REQUIREMENTS FOR A BEST MANAGEMENT PRACTICES PLAN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING ANY ADDITIONAL REQUIREMENTS FOR IMPLEMENTATION OF THIS PLAN.

- PERIMETER CONTROL NOTES**
1. FILTER FABRIC FENCES SHALL BE INSTALLED ALONG CONTOUR WHENEVER POSSIBLE.
 1. POSTS SHALL BE SPACED A MAXIMUM OF 6' O.C., SPACING MAY BE INCREASED TO 8' IF WIRE BACKING IS USED.
 2. POSTS SHALL BE A MINIMUM OF 5'-0" IN LENGTH. IN ADDITION POSTS SHALL BE EITHER 2" X 2" N.D. WOOD POST OR HEAVY DUTY STEEL T-POSTS WITH PROJECTIONS FOR WIRE FASTENING.
 3. WIRE SUPPORT FENCE SHALL BE A MINIMUM OF 36" IN HEIGHT, SHALL NOT EXTEND MORE THAN 36" ABOVE THE GROUND, AND SHALL EXTEND 2' INTO THE TRENCH.
 4. WIRE FENCE SHALL BE A MINIMUM OF 14 GAUGE AND SHALL HAVE A MAXIMUM MESH SPACING OF 6". WIRE SHALL BE SECURELY FASTENED TO THE UPSLOPE, PROJECT SIDE OF POSTS USING HEAVY DUTY STAPLES (AT LEAST 1" LONG), TIE WIRES OR HOG RINGS.
 5. GEOTEXTILE FABRIC SHALL BE A MINIMUM OF 36" IN HEIGHT, AND SHALL NOT EXTEND MORE THAN 36" ABOVE THE ORIGINAL GROUND SURFACE.
 6. FABRIC SHALL BE STAPLED OR WIRED TO THE FENCE AT THE TOP, MIDDLE, AND BOTTOM OF EACH POST. IN ADDITION THE FABRIC SHALL BE SECURELY TIED TO THE WIRE FENCE APPROXIMATELY ONE HALF (1/2) THE DISTANCE BETWEEN THE POSTS AT THE TOP, MIDDLE AND BOTTOM OF THE WIRE FENCE.
 7. GEOTEXTILE FABRIC SHALL BE SPICED TOGETHER ONLY AT A SUPPORT POST, WITH A MINIMUM OF 3" OVERLAP. EACH FREE END OF THE FABRIC SHALL BE SECURELY TIED TO THE WIRE FENCE AT 6" O.C. VERTICALLY.
 8. SILT FENCES SHALL BE MAINTAINED FOR THE DURATION OF THE PROJECT. THE ENTIRE LENGTH OF FENCE SHALL BE CHECKED FOR ANY DAMAGES ON A DAILY BASIS AND BEFORE AND AFTER ANY RAINFALL EVENT. FOR ANY DAMAGES, ANY DAMAGES FOUND SHALL BE REMEDIATED BEFORE THE DAY'S END AT NO ADDITIONAL COST TO THE OWNER.
 9. SILT FENCES SHALL BE MAINTAINED TO PREVENT ANY MATERIAL FROM MIGRATING FROM THE UPSLOPE SIDE OF THE FENCE. ANY REQUIRED MAINTENANCE OF THE SILT FENCE SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
 10. SEDIMENT DEPOSITS SHALL BE REMOVED AFTER EACH RAINFALL EVENT AND WHEN DEPOSITS REACH APPROXIMATELY ONE-HALF (1/2) THE HEIGHT OF THE FENCE.
 11. IN ORDER TO PREVENT SEDIMENT LADEN STORM WATER FROM BY-PASSING THE FENCE, IN AREAS WHERE SILT FENCES ARE NOT UTILIZED ON ALL SIDES OF A DISTURBED AREA, THE FENCE SHALL EXTEND BEYOND THE DISTURBED AREA IN J-HOOK SHAPE ON EACH END AS SHOWN IN THE ISOLATED SILT FENCE INSTALLATION PLAN VIEW.



1 PERIMETER CONTROL DETAILS

2 TREE PROTECTION PLACEMENT DETAIL



3 CHECK DAM PLACEMENT DETAIL

4 TYPICAL INLET PROTECTION DETAILS

NOT TO SCALE

MP SURVEY & GEOMATICS
MP DESIGN GROUP
 918 Howard Ave Suite F Bloxie MS 39530 | 228.388.1950 | www.mpdesigngroup.us

DRAINAGE PLAN FOR
117 LEOPOLD STREET,
PARCEL NUMBER
144P-0-19-062.000,
CITY OF BAY ST. LOUIS,
HANCOCK COUNTY,
MISSISSIPPI

SCALE: SHOWN
 PROJECT NO: 0977.24.024
 DATE: 04/01/2024
 DRAWN BY: JBS
 CHECKED BY: GCT
 LOCATION:
 SHEET NO.:
DET
 SHEET 2 OF 2

JACON G. POLITE, JR.
 LICENSED PROFESSIONAL ENGINEER
 33177
 STATE OF MISSISSIPPI
 JUNE 6, 2024



NOTES:

- 1) FIELD SURVEY PERFORMED WITH A COMBINATION OF TOPCON GR5 GPS RECEIVER AND TOPCON GPT-9006A ROBOTIC TOTAL STATION
- 2) STATE PLANE COORDINATES AND BEARINGS SHOWN HEREON ARE DERIVED BY COMBINATION OF GPS STATIC OBSERVATION AND EARL DUDLEY, INC. RTK NETWORK, AND ARE BASED ON SPC (2301 MS E).
- 3) ELEVATIONS SHOWN ARE BASED ON NAVD83, GEOID 2009.
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- 6) BUILDING SETBACKS, ELEVATIONS, WETLAND DETERMINATION AND ET CETERA TO BE PRESCRIBED BY APPROPRIATE GOVERNING BODIES.
- 7) ERROR OF CLOSURE: 1:51,226.45
- 8) THERE ARE NO RECORDED EASEMENTS PROVIDED SO TO THE BEST OF MY KNOWLEDGE THERE ARE NO EASEMENTS ON THIS PROPERTY.
- 9) AS PER REPORT PROVIDED BY CLIENT, THERE ARE NOT WETLANDS ON THIS PROPERTY.

LEGEND:

- --- IRON ROD FOUND
- --- IRON PIPE FOUND
- --- IRON ROD SET
- ▲ --- SPIKE FOUND
- ▲ --- SPIKE SET
- --- CONCRETE MONUMENT FOUND
- --- CONCRETE MONUMENT SET
- --- LIGHTBARD KNOT FOUND
- (M) --- AS MEASURED
- (R) --- AS PER RECORD
- APP --- AS PER PLAT
- RF --- IRON ROD FOUND
- RS --- IRON ROD SET

REFERENCE MATERIALS:

- 1) DEED BOOK 2021, PAGE 13366
- 2) PRIOR SURVEY BY DUKE LEVY, PLS
- 3) HANCOCK COUNTY GEOPORTAL



OVERALL RECORD DESCRIPTION

LOTS 128E, 134D AND 135A, FIRST WARD OF THE CITY OF BAY ST. LOUIS, HANCOCK COUNTY, MISSISSIPPI.

SURVEY DESCRIPTION FOR PARCEL 1

A PORTION OF LOTS 128E, 134D AND 135A, FIRST WARD OF THE CITY OF BAY ST. LOUIS, HANCOCK COUNTY, MISSISSIPPI, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS WITH THE BEARINGS BEING BASED ON STATE PLANE GRID NORTH (MS EAST ZONE 2301): COMMENCING AT A 1/2" IRON ROD WITH CAP FOUND AT THE SOUTHWEST CORNER OF SAID LOT 135A; THENCE ALONG THE NORTH MARGIN OF LEOPOLD STREET, N70°00'48"W 89.21' TO A 1/2" IRON ROD WITH CAP SET AT THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE NORTH MARGIN OF LEOPOLD STREET, N70°00'48"W 89.21' TO A 1/2" IRON ROD FOUND AT THE SOUTHWEST CORNER OF SAID LOT 134D; THENCE ALONG THE WEST LINE OF LOTS 128E AND 134D, N19°19'21"E 367.54' TO A 1/2" IRON ROD FOUND AT THE NORTHWEST CORNER OF SAID LOT 128E; THENCE ALONG THE NORTH LINE OF SAID LOT 128E, S70°41'00"E 90.78' TO A 1/2" IRON ROD WITH CAP SET; THENCE S19°34'02"W 368.59' TO THE POINT OF BEGINNING, CONTAINING 33,123.61 SQUARE FEET.

SURVEY DESCRIPTION FOR PARCEL 2

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CERTIFICATE OF APPROVAL:

SUBMITTED TO AND APPROVED BY THE ZONING CHAIRMAN,
THIS THE _____ DAY OF _____, 2023.

ZONING CHAIRMAN

SUBMITTED TO AND APPROVED BY THE MAYOR OF THE CITY OF BAY ST. LOUIS
THIS THE _____ DAY OF _____, 2023.

MAYOR

THIS IS TO CERTIFY THAT I HAVE MADE A SURVEY OF THE PROPERTY SHOWN HEREON AND THAT ALL DIMENSIONS AND OTHER DATA SHOWN ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Clifford A. Crosby
CLIFFORD A. CROSBY, P.L.S. DATE 10/16/2023

THIS PROPERTY IS LOCATED IN F.I.R.M. ZONE "AE" BFE=19 ACCORDING TO MAP NUMBER 28045C0354D DATED OCTOBER 16, 2009		
SURVEY CLASS - "B"	FOR: JAMES DEVELOPMENT	BEARINGS SHOWN HEREON ARE DERIVED BY: STATE PLANE GRID, (2301 MS EAST), BY GPS OBSERVATION
SCALE: 1" = 20'		DATE OF FIELD WORK: 9/20-9/22/2023
CROSBY SURVEYING PROFESSIONAL LAND SURVEYING 716 LIVE OAK DRIVE BILOXI, MISSISSIPPI 39532 PHONE: 228-234-1649		PARTY CHIEF: PE INSTRUMENT MAN: PE RODMAN: PE DRAWN BY: CAC DRAWING NUMBER: 23254 REVISED:



NOTES:

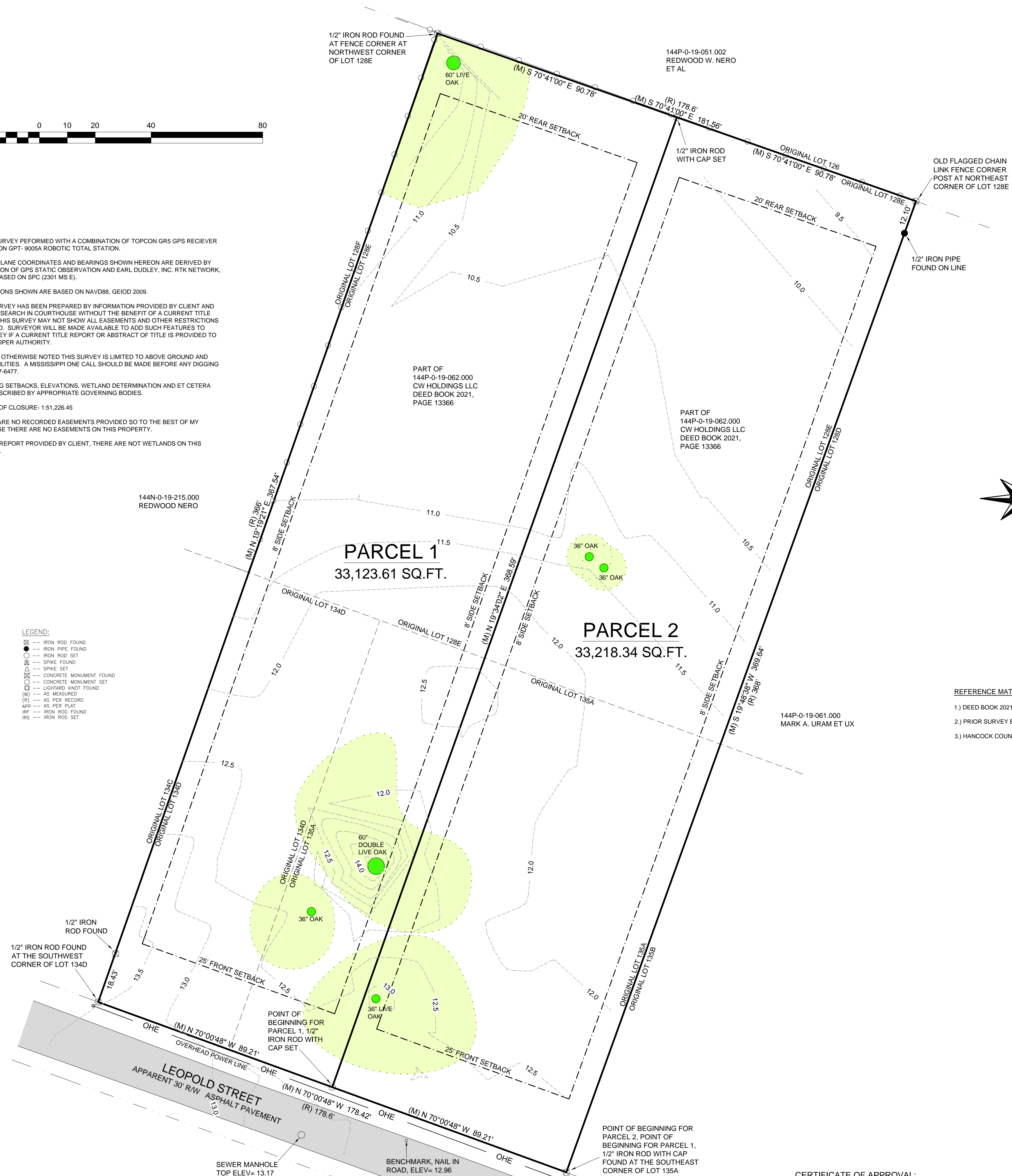
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LEGEND:

- --- IRON ROD FOUND
- --- IRON PIPE FOUND
- --- IRON ROD SET
- ▲ --- SPIKE FOUND
- ▲ --- SPIKE SET
- --- CONCRETE MONUMENT FOUND
- --- CONCRETE MONUMENT SET
- --- LIGHT TOWER FOUND
- (M) --- AS MEASURED
- (R) --- AS PER RECORD
- APP --- AS PER PLAT
- RF --- IRON ROD FOUND
- RS --- IRON ROD SET

REFERENCE MATERIALS:

- 1) DEED BOOK 2021, PAGE 13366
- 2) PRIOR SURVEY BY DUKE LEVY, PLS
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ZONING CHAIRMAN

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THIS THE _____ DAY OF _____, 2023.

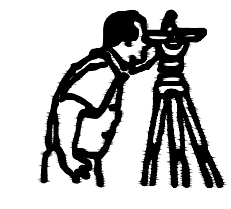
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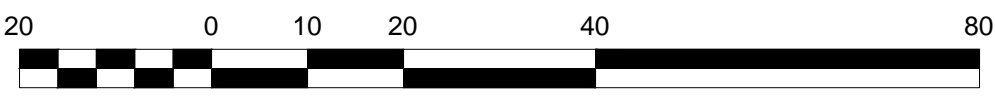
Clifford A. Crosby, P.L.S. DATE 10/16/2023

RESUBDIVISION OF COUNTY PARCEL NUMBER 144P-0-19-062.000, LOCATED IN THE FIRST WARD OF THE CITY OF BAY ST. LOUIS, HANCOCK COUNTY, MISSISSIPPI. ADDRESS- 117 LEOPOLD STREET, BAY ST. LOUIS MS 39520

THIS PROPERTY IS LOCATED IN F.I.R.M. ZONE "AE" BFE=19 ACCORDING TO MAP NUMBER 28045C0354D DATED OCTOBER 16, 2009	
SURVEY CLASS - "B"	FOR: JAMES DEVELOPMENT
SCALE: 1" = 20'	BEARINGS SHOWN HEREON ARE DERIVED BY: STATE PLANE GRID, (2301 MS EAST), BY GPS OBSERVATION
DATE OF FIELD WORK: 9/20-9/22/2023	
PARTY CHIEF: PE	
INSTRUMENT MAN: PE	
RODMAN: PE	
DRAWN BY: CAC	
DRAWING NUMBER: 23254	
REVISED:	



CROSBY SURVEYING
PROFESSIONAL LAND SURVEYING
716 LIVE OAK DRIVE
BILOXI, MISSISSIPPI 39532
PHONE: 228-234-1649



NOTES:

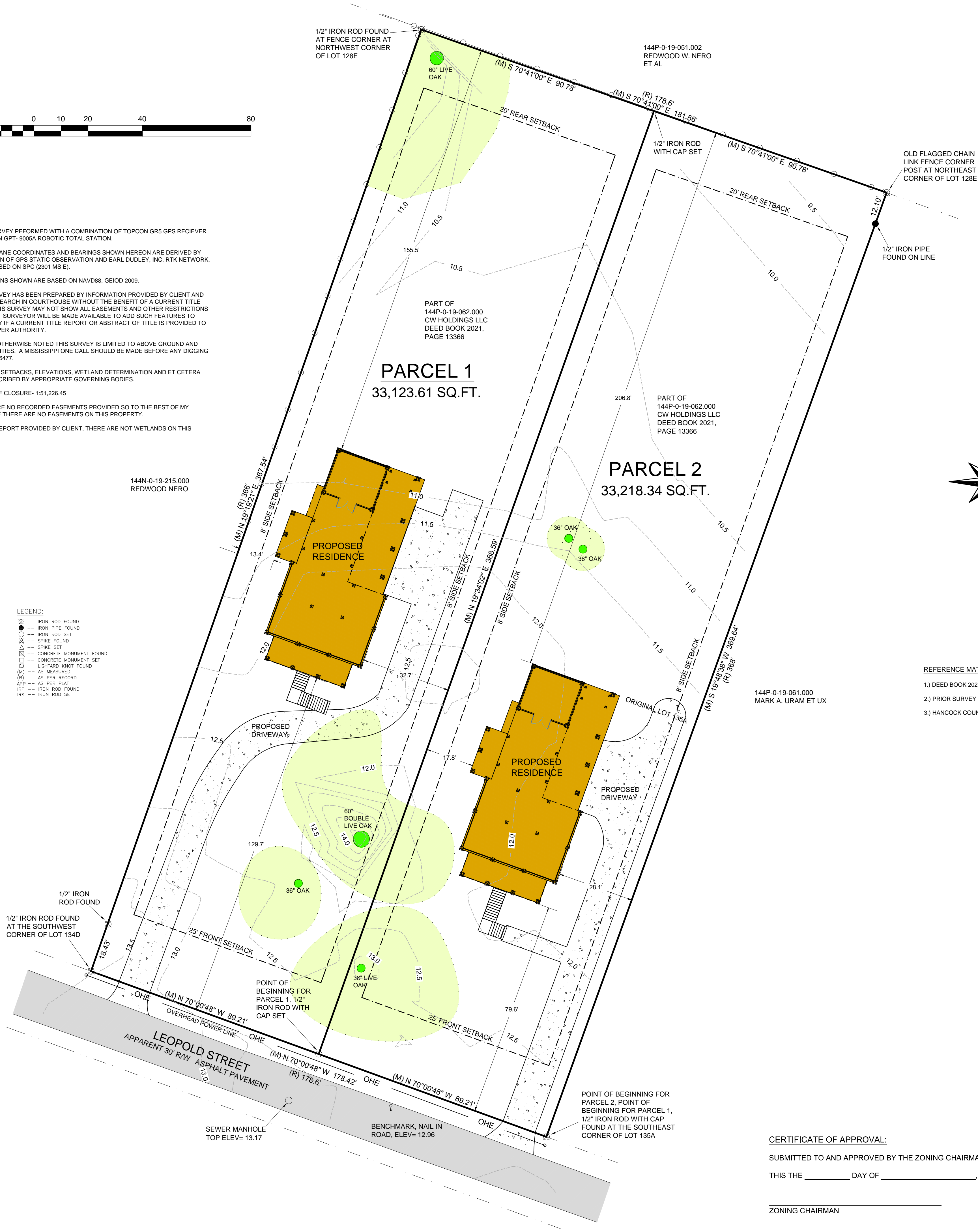
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LEGEND:

- IRON ROD FOUND
- IRON PIPE FOUND
- IRON ROD SET
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- LIGHTED KNIT FOUND
- (M) --- AS MEASURED
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- AS PER PLAT
- IRON ROD FOUND
- IRON ROD SET

REFERENCE MATERIALS:

- 1.) DEED BOOK 2021, PAGE 13366
- 2.) PRIOR SURVEY BY DUKE LEVY, PLS
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OVERALL RECORD DESCRIPTION

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SURVEY DESCRIPTION FOR PARCEL 2

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THIS THE _____ DAY OF _____, 2023.

ZONING CHAIRMAN _____

SUBMITTED TO AND APPROVED BY THE MAYOR OF THE CITY OF BAY ST. LOUIS,
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MAYOR _____

RESUBDIVISION OF COUNTY PARCEL NUMBER 144P-0-19-062.000, LOCATED IN THE FIRST WARD OF THE CITY OF BAY ST. LOUIS, HANCOCK COUNTY, MISSISSIPPI. ADDRESS- 117 LEOPOLD STREET, BAY ST. LOUIS MS 39520

THIS IS TO CERTIFY THAT I HAVE MADE A SURVEY OF THE PROPERTY SHOWN HEREON AND THAT ALL DIMENSIONS AND OTHER DATA SHOWN ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Clifford A. Crosby, P.L.S. DATE 10/16/2023

THIS PROPERTY IS LOCATED IN F.I.R.M. ZONE "AE" BFE=19 ACCORDING TO MAP NUMBER 28045C0354D DATED OCTOBER 16, 2009		BEARINGS SHOWN HEREON ARE DERIVED BY: STATE PLANE GRID, (2301 MS EAST), BY GPS OBSERVATION	
SURVEY CLASS - "B"	FOR: JAMES DEVELOPMENT	DATE OF FIELD WORK: 9/20-9/22/2023	
SCALE: 1" = 20'		PARTY CHIEF: PE	
CROSBY SURVEYING PROFESSIONAL LAND SURVEYING 716 LIVE OAK DRIVE BILOXI, MISSISSIPPI 39532 PHONE: 228-234-1649		INSTRUMENT MAN: PE	
		RODMAN: PE	
		DRAWN BY: CAC	
		DRAWING NUMBER: 23254	
		REVISED:	

**RESOLUTION OF THE MAYOR AND CITY COUNCIL
OF THE CITY OF BAY ST LOUIS, MISSISSIPPI
ADJUDICATING THE COST OF CLEANING PROPERTY, IMPOSING A
PENALTY AND IMPOSING LIEN OF
THE SAME AGAINST PROPERTY**

WHEREAS, the City of Bay St. Louis (“City”) has the authority, pursuant to Section 21-19-11 of the Mississippi Code (1972) to clean up property within the City, under circumstances which create a menace to the public health and safety of the community, and

WHEREAS, the Mayor and City Council conducted hearings regarding property located at 3043 Tenth Street in Bay St. Louis, Mississippi (parcel #138B-0-47-186.000), as set forth in Exhibit A, and determined that the conditions and circumstances of such property created a menace to the public health and safety of the community, and ordered the clean-up of the property, and

WHEREAS, pursuant to the authority granted to the City, the City contracted with an outside contractor who has undertaken and completed the clean-up of the property, and

WHEREAS, the Mayor and the City Council have heard proof and find as a fact that the actual cost of the clean-up of Two Thousand Dollars and 00/100 (\$2,000) is as attached hereto as Exhibit B, and

WHEREAS, the Mayor and City Council are desirous of imposing a penalty of Two Hundred Fifty Dollars and 00/100 (\$250.00), and

WHEREAS, the Mayor and City Council deem and resolve that the clean-up cost and penalty shall be collected as a lien against property and if not paid, the lien shall be converted as an assessment against the property, to be collected by the Hancock County Tax Collector in the manner employed for the collection of all other taxes and assessments of the municipality, unless sooner collected through other means.

NOW, THEREFORE, BE IT ORDERED by the Mayor and City Council of the City of Bay St. Louis, Mississippi as follows, to wit:

1. The actual cost of \$2,000 to clean-up the property listed in Exhibit A be assessed to the property and the same is hereby determined to be as set forth in Exhibit B attached hereto.
2. A penalty in the amount of \$250 is hereby imposed against the parcel in addition to the actual cost of the property clean-up.
3. The total amount of \$2,250, as set forth above, is hereby assessed against each property, to be filed as a lien and if not collected, to be converted as an assessment to be collected by the Hancock County Tax Collector

in the manner used for collection of other municipal taxes and assessments, unless sooner collected through other means.

After being reduced to writing, the foregoing Resolution was read and considered, section by section, and then as a whole, whereupon Council Member Hoffman moved for its adoption, and after a second by Council Member DeSalvo, the following roll call vote was had:

Council Member Doug Seal	<u>YEA/NAY</u>
Council Member Gene Hoffman	<u>YEA/NAY</u>
Council Member Jeffrey Reed	YEA/NAY <u>Abstain</u>
Council Member Kyle Lewis	<u>YEA/NAY</u>
Council Member Buddy Zimmerman	<u>YEA/NAY</u>
Council Member Josh DeSalvo	<u>YEA/NAY</u>
Council Member Gary Knoblock	<u>YEA/NAY</u>

Passed by the City Council of the City of Bay Saint Louis on the 16 day of July 2024.

CERTIFICATION

I, Michael Reso, City Clerk for the City of Bay Saint Louis, Mississippi, do hereby certify that the foregoing Resolution was approved and adopted in the public meeting of the City Council held on July 16, 2024, a quorum being present, in the City Council Conference Chambers and to be recorded in the Minute Books, said Council being the duly elected, qualified, and acting governing body of Bay Saint Louis, Mississippi.

Presented by me to the Mayor on this, the 17 day of July 2024.

[Signature]
Michael Reso, City Clerk

Approved/Disapproved, and signed by me on this, the 17 day of July 2024.

[Signature]
Michael J. Favre, Mayor

EXHIBIT A



4/8/24
30247

10-21885

Simmons brothers trucking

Invoice No: 362
 Date: 04/03/2024
 Terms: NET 0
 Due Date: 04/03/2024
 Bill To: City Of Bay St. Louis Ms
 mfavre@baystlouis-ms.gov, dfeuerstein@baystlouis-ms.gov
 T (228) 342-1770

Invoice

8026 Canal Rd
 Gulfport, MS, 39503-7929
 228-493-1028

Description	Quantity	Rate	Amount
Tenth st Demolition project Tear down dilapidated structure and take to landfill.	1	\$2,000.00	\$2,000.00

Payment Instructions

Checks should be mailed to 8026 canal rd gulfport Ms 39503

Subtotal	\$2,000.00
TAX 0%	\$0.00
Total	\$2,000.00
Paid	\$0.00

Balance Due \$2,000.00

Comments

P.O. 10-21885

3043 Tenth Street
 code enforcement / Blighted Property
 111

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE
CITY OF BAY ST. LOUIS FINDING AND ADJUDICATING THAT THE HEREIN
DESCRIBED PARCEL OF LAND IS IN SUCH A STATE OF UNCLEANLINESS
AS TO BE A MENACE TO THE PUBLIC HEALTH, SAFETY, AND WELFARE OF THE
COMMUNITY AND AUTHORIZING ADVERTISEMENT FOR BIDS (OR IN HOUSE IF
FEASIBLE) TO HAVE LAND CLEANED AND TO ASSESS THE COSTS
3043 TENTH STREET, BAY ST. LOUIS
(HANCOCK COUNTY TAX PARCEL #138B-0-47-186.000)

WHEREAS, the Mayor and the City Council finds, determines, and adjudicates, based upon the investigation of the City's Code Enforcement Officer and Building Department, that the parcel of land described below is in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community; and

WHEREAS, said property, as described herein, lies withing the City of Bay St. Louis, Mississippi; and

WHEREAS, the property is identified as 3043 Tenth Street, Bay St. Louis, MS 39520 and Hancock County Tax Parcel Number 138B-0-47-186.000; and

WHEREAS, the property was investigated by the Code Enforcement Officer and the Building Department and said officials recommend the property for adjudication as being in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community.

WHEREAS, specifically, the property is being frequently visited by vagrants who seek shelter in the abandoned and dilapidated home that is located on the property; and

WHEREAS, the City has received numerous complaints from surrounding neighbors and property owners concerned with their safety because of the condition of the property and the nuisances that it brings by inviting vagrants into the community; and

WHEREAS, the police department has been called to the property due to these vagrants approaching surrounding homes and properties and then hiding in the property; and

WHEREAS, the dilapidated home and the random debris that is on the property is not on a sound foundation and is alleged to be a menace to the public health, safety and welfare of the community; and

WHEREAS, from the public roadway, it may be determined that the abandoned home is in such a state of disrepair that it cannot be brought up to meet current building codes and FEMA requirements.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND MEMBERS OF THE COUNCIL OF THE CITY OF BAY ST. LOUIS, MISSISSIPPI, AS FOLLOWS:

BE IT RESOLVED by the Mayor and City Council of the City of Bay St. Louis, that on the 22nd day of August, 2023, at 5:30 p.m. at the Bay St. Louis City Council Meeting, held in the City Council Chambers, the regular meeting room of the Bay St. Louis Council, Bay St. Louis, Mississippi, a Public Hearing was held to determine whether or not the parcel of property described below and the dilapidated home on the property, is in such a state of uncleanliness as to be a menace to the public health and safety of the community.

BE IT FURTHER RESOLVED that a notice of said Public Hearing was provided in accordance with Mississippi Code Section 21-19-11. A copy of the notice, as posted and provided, is attached hereto as Exhibit A and incorporated herein. Furthermore, the property owner was notified via text message by the City Attorney that a hearing was set for August 22, 2023 at 5:30 p.m.

BE IT FURTHER RESOLVED that at said hearing the governing authority, having received information from the Building Department and Code Enforcement Officer relative to the condition of the improvements located on the subject parcel and the general condition of the property, which is appended to the Minutes and incorporated herein as Exhibit B, did adjudicate such parcel of land in its then condition to be a menace to the public health and safety of the community and directed that the same be cleaned up by the use of municipal employees or by contract, by cutting grass and weeds; filling cisterns; removing rubbish, abandoned and dilapidated fences, outside toilets, abandoned or dilapidated buildings, slabs, personal property, which removal of personal property shall not be subject to the provisions of Section 21-39-21, and other debris; and draining cesspools and standing water therefrom, in accordance with MCA Section 21-19-11, and as generally described in files maintain by the Building Department and/or Code Enforcement Officer, all of which is incorporated herein by reference, and that assessments and costs be assessed and taxed against the property in accordance with said statute.

BE IT FURTHER RESOLVED that the City will be required to demolish the dilapidated home on the property in order to rid the community of the public nuisance.

BE IT FURTHER RESOLVED that the City Clerk be and is hereby authorized to advertise for bids or to direct city employees to clean the property described above lying and being within the City of Bay St. Louis, Mississippi.

BE IT FURTHER RESOLVED that the cost of cleanup of the herein described property, including any penalty assessed, shall be a lien against said property and shall be enrolled in the office of the Circuit Clerk of Hancock County, Mississippi, and thereafter, the Tax Collector of the City, shall, upon order of the Mayor and members of the Council, proceed to sell the land to satisfy said lien as now provided by law for the sale of delinquent municipal taxes.

After being reduced to writing, the foregoing Resolution was read and considered, section by section, and then as a whole, whereupon Council Member Seal moved for its adoption, and after a second by Council Member Reed, the following roll call vote was had:

Council Member Doug Seal

YEA/NAY

Council Member Gene Hoffman	<u>YEA/NAY</u>
Council Member Jeffrey Reed	<u>YEA/NAY</u>
Council Member Kyle Lewis	<u>YEA/NAY</u>
Council Member Buddy Zimmerman	<u>YEA/NAY</u>
Council Member Josh DeSalvo	<u>YEA/NAY</u>
Council Member Gary Knoblock	<u>YEA/NAY</u>

Passed by the City Council of the City of Bay Saint Louis on the 22 day of August 2023.

CERTIFICATION

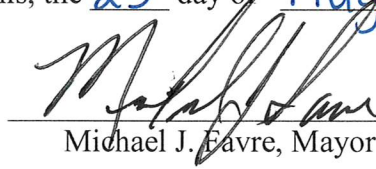
I, Michael Reso, City Clerk for the City of Bay Saint Louis, Mississippi, do hereby certify that the foregoing Resolution was approved and adopted in the public meeting of the City Council held on August 22, 2023, a quorum being present, in the City Council Conference Chambers and to be recorded in the Minute Books, said Council being the duly elected, qualified, and acting governing body of Bay Saint Louis, Mississippi.

Presented by me to the Mayor on this, the 23 day of August 2023.



Michael Reso, City Clerk

2023. Approved/Disapproved, and signed by me on this, the 23 day of August



Michael J. Favre, Mayor



Staff Report

Meeting Date: July 16, 2024
Meeting Type: City Council

To: City Council

From: Debbie Delcuze

Item Title: Motion to approve the lowest and best quote for the purchase of flooring from Bay Carpet in the total amount of \$15,582.70.

Background: This includes the lobby area, east hallway, back hallway with Vinyl Plank. Office areas (building department & court department) and utilities counter with 24 x 24 Carpet Tiles. Both companies individually measured areas and confirmed measurements.

Recommendation: Approval

Attachments: Flooring Quotes

BAY CARPET INC

PO BOX 2460
BAY ST LOUIS, MS 39521

Quote Date: 4/30/2024

Salesperson: CURTIS LASSERE

Sold To:
BAY ST LOUIS PIBLIIC WORKS/UTL, DEBBIE DELCUZE
688 HWY 90
BAY ST LOUIS, MS 39520
2284665531

Ship To:
BAY ST LOUIS PIBLIIC WORKS/UTL, CITY HALL BLG
688 HWY 90
FRONT LOBBY & ROOMS ON LEFT S
BAY ST LOUIS, MS 39520

Quote Number: ES400543

PO Number: VINYL & CARPET OFFICES

Description	Quantity	Unit Price	Amount
BOULEVARD 7X48 LVP: WEATHERED CHESTNUT	1763.58 SF	\$2.15	\$3,791.70
VINYL PLANK LABOR	1764 SF	\$2.50	\$4,410.00
LVT ADHESIVES: 4 GAL	2 EA	\$125.00	\$250.00
REMOVE GLUE DOWN CARPET	190 SY	\$6.00	\$1,140.00
*FLOOR PREP	1700 EA	\$0.50	\$850.00
ROPPE CPT REDUCER: BLACK	5 EA	\$23.00	\$115.00
FREIGHT CHARGE	1 EA	\$100.00	\$100.00
REVIVAL 24X24 TILE: TO BE DETERMINED	176 SY	\$17.00	\$2,992.00
CARPET TILE INSTALL	176 SY	\$9.00	\$1,584.00
CARPET TILE ADHESIVE 4GAL/900S/F: CARPET TILE ADHESIVE 4GAL/900S/F	2 EA	\$175.00	\$350.00

Total: \$15,582.70

APPROVE



JIM BLOUNT'S FLOOR COVERING

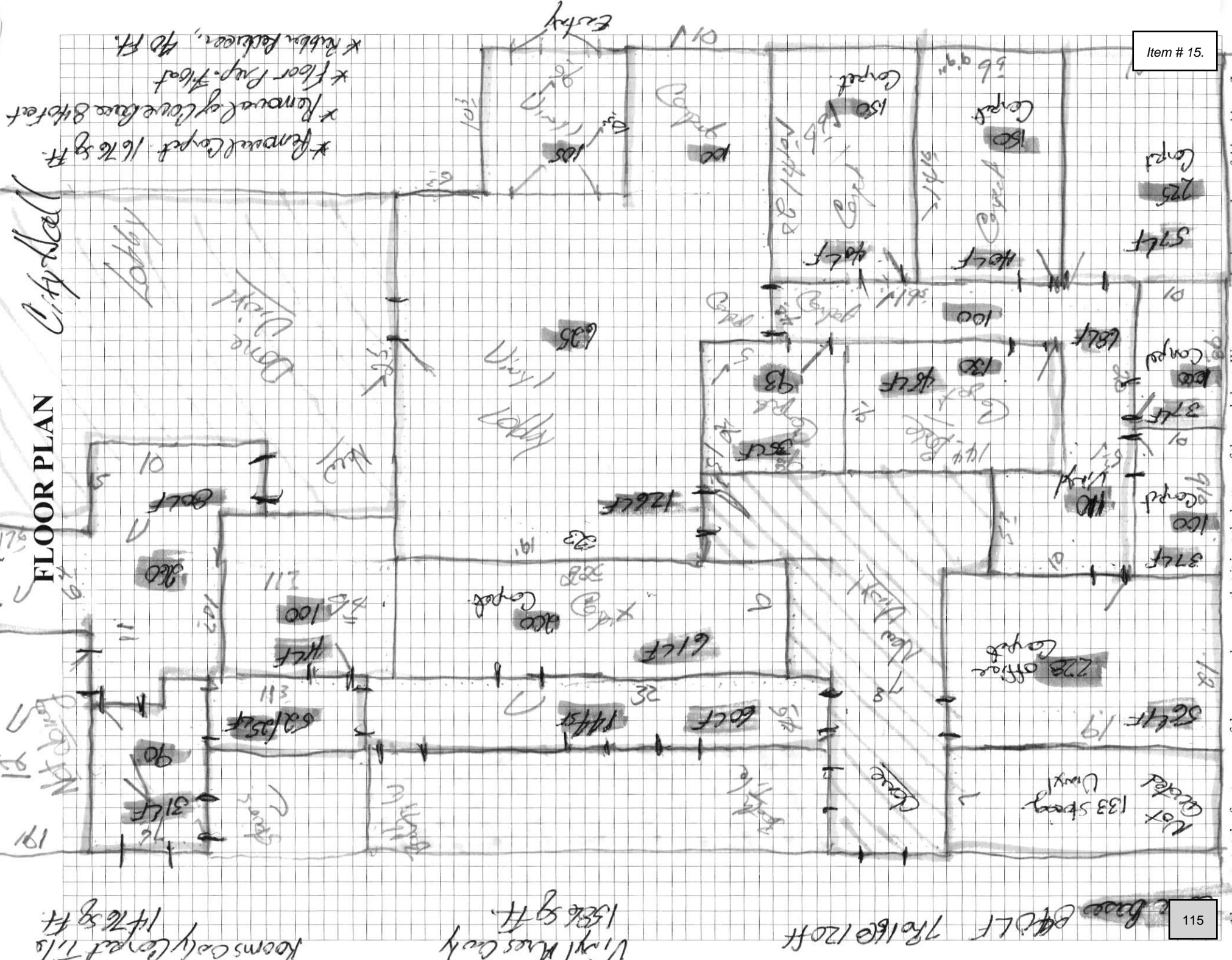
2006 Waveland Avenue • Waveland, MS 39576
P.O. Box 3172 • Bay St. Louis, MS 39521
Office (228) 326-4996
Fax (228) 466-3444

(PLEASE MAKE PAYMENTS TO P.O. BOX)

NAME		DATE	
CITY OF BSL		6/18/24	
ADDRESS			
ATTN: DEBBIE			
CITY, STATE, ZIP		PHONE	
QUAN.	DESCRIPTION	PRICE	AMOUNT
1386	SF ASPEN/WEATHERED CHESTNUT	7.69	10658.34
302	YDS RULE BREAKER 24x24 CPT TILES ANY COLOR	24.99	5047.98
202	YDS CARPET TAKE UP	1.50	303.00
6	TRANSITION STRIPS	37.99	239.94
			14249.26

Card and Select Your PIN, 800-992-3806
Only be used after the card is received
Protect Using Your Card.

FLOOR PLAN City Hall



Rooms only Carpet 1476 sq ft

Vinyl Areas only 1586 sq ft

Base Carpet 780160 120 ft

Always start at the front corner of the room or house so that it is at the bottom of the worksheet. We recommend using one sheet of this grid per floor.

CERTIFICATION

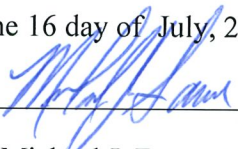
I, Michael Reso, City Clerk for the City of Bay Saint Louis, Mississippi, do hereby certify that the foregoing Resolution was approved and adopted in the public meeting of the City Council held on July 16, 2024, a quorum being present, in the City Council Conference Chambers and to be recorded in the Minute Books, said Council being the duly elected, qualified, and acting governing body of Bay Saint Louis, Mississippi.

Presented by me to the Mayor on this, the 16 day of July, 2024.



Michael Reso, City Clerk

Approved/Disapproved, and signed by me on this, the 16 day of July, 2024.



Michael J. Favre, Mayor

2 - Project Description/Overview Section

Provide a detailed Project Description/Overview

The City of Bay St. Louis is proposing phase 3 of the ADA Boardwalk project for GCRF funding. This project is a 5-phase project designed to enhance accessibility to the municipal harbor, beach, and downtown businesses. The first phase of this project has been successfully completed, providing an ADA Boardwalk access ramp from Beach Boulevard at Ulman Avenue. Currently, phase 2 of this project is in the bidding process and construction should be completed by December 2024. Phase 2 will provide ADA Boardwalk connecting to the seawall ramp at Court Street to Demontluzin Street.

Phase 3 of the project will extend the ADA Boardwalk from Demontluzin Street to Ulman Avenue. The proposed boardwalk is a 900-foot timber walkway over the scour pad (current seawall) connecting to the existing sidewalk. The project will also include benches and pavilions along the walkway, providing spots for tourists and locals to relax and enjoy the scenic views. Additionally, eco-friendly, low-level lighting and strategically placed trash receptacles will ensure a safe and clean environment.


The future of this project will continue with phases 4 and 5, which will add ADA parking, sidewalk improvements, ADA beach accessible boardwalk and firepit platform, a pedestrian ramp with wrap around 6' wide boardwalk and ADA ramp.

3684 characters left

Save and Continue

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3 - Project Timetable/Milestones Section

Estimated Start Date 

Estimated Completion Date 

Project Milestones

Project Timetable/Milestones

Project Design - 2 months
Permitting - 2 months
Bid Phase - 1 month
Construction - 6 months
Project Close Out - 1 month

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4 - Funding Section

GCRF Funds Requested

Matching Funds

Total Funds

Item # 17.

Sources of Matching Funds (Applied for): Describe all public and/or private sources of funding that have been applied for but not secured (GOMESA, RESTORE Act, CDBG, Etc.)

Tidelands and Gulf Coast Community Foundation

955 characters left

Sources of Matching Funds (Secured): Describe all public and/or private sources of funding that have been secured and that will be utilized exclusively for this project

A Tidelands Grant for Fiscal Year 2023 amounting in \$350,000 has been secured and will be utilized exclusively for the Downtown Boardwalk and ADA Beach Access Project.

A portion of the she secured Tidelands Funds are currently being utilized for the engineering of the project.

718 characters left

Has this project been funded previously though GCRF monies?

During which legislative session(s) was the project appropriated funds?

Available	Selected
2020	2024
2021	
2022	
2023	
2024	

5 - Multi-phase Project/Employment Section

Item # 17.

Is this a multi-phase Project? Yes

Total number of phases

Which Phase is this?

Provide a description of all phases

Phase 1 - ADA Boardwalk access ramp from Beach Blvd at Ulman Ave
Phase 2 - ADA Boardwalk and amenities connecting to the seawall ramp between Court St to Demontluzin St.
Phase 3 - ADA Boardwalk and amenities connecting to the seawall ramp between Demontluzin St to Ulman Ave.
Phase 4 - ADA Parking, Sidewalk Improvements, ADA Beach Accessible Boardwalk and Firepit Platform
Phase 5 - Pedestrian Ramp and Wrap around 6' wide Boardwalk and ADA Ramp

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Employment Information (Enter 0 if no job creation is associated with this project)

Current Direct Full-Time Employment

Estimated increase in Direct Full-time employment as a result of this Project

Estimated Total Direct Full-Time Employment at Project Completion

Estimated Indirect Full-Time Employment (i.e. Construction Jobs, Future Business Jobs, etc.)

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121

Legislative Priorities (please indicate which of the program's legislative priorities are met by this Project; select all that apply)

Item # 17.

Meets Priority	Priority	Description
<input type="checkbox"/>	1	Will impact the long-term competitiveness of the region and may result in a significant positive impact on tax base, private sector job creation and private sector investment in the region
<input type="checkbox"/>	2	Demonstrates the maximum long-term economic benefits and long-term growth potential of the region based on a financial analysis such as a cost-benefit or a return-on-investment analysis
<input type="checkbox"/>	3	Demonstrates long-term financial sustainability, including clear performance metrics, over the duration of the project
<input type="checkbox"/>	4	Leverages or encourages leveraging of other private sector, local, state and federal funding sources with preference to projects that can demonstrate contributions from sources other than BP settlement funds
<input checked="" type="checkbox"/>	5	Supported by multiple government or private sector entities
<input type="checkbox"/>	6	Can move quickly and efficiently to the design, engineering, and permitting phase
<input checked="" type="checkbox"/>	7	Enhances the quality of life/place and business environment of the region, including tourism and recreational opportunities
<input type="checkbox"/>	8	Expands the region's ability to attract high-growth industries or establishes new high-growth industries in the region
<input type="checkbox"/>	9	Leverages or further enhances key regional assets, including educational institutions, research facilities, ports, airports, rails and military bases
<input type="checkbox"/>	10	Transformational for the future of the region but creates a wider regional impact
<input type="checkbox"/>	11	Enhances the marketability of existing industrial properties
<input type="checkbox"/>	12	Enhances a targeted industry cluster or creates a Center of Excellence unique to the region
<input checked="" type="checkbox"/>	13	Infrastructure project for business retention and development
<input type="checkbox"/>	14	Enhances research and innovative technologies in the region
<input type="checkbox"/>	15	Provides outcome and return on investment measures, to be judged by clear performance metrics, over the duration of the project or program

7 - Legislative Priorities Explanation

Summarize how your project will meet each legislative priority which was selected.

5. Supported by multiple government or private sector entities

This project is supported by both the City of Bay St. Louis and the beach front businesses. The access ramp connects the proposed Boardwalk for this project. The County also owns the "beach" that will be accessed from the ramp. Hancock County supports the project as well as the private sector businesses in this district.

7. Enhances the quality of life/place and business environment of the region, including tourism and recreational opportunities

This project enhances the quality of life by providing pedestrian ADA access to the beach, harbor, and downtown. This boardwalk will increase pedestrian traffic and tourism in the area, therefore providing more business and opportunities for the surrounding area.

13. Infrastructure project for business retention and development

This project provides easy pedestrian access to local downtown businesses, which will enhance the current businesses; sales and entice new businesses to operate in the area.

Save and Continue

Save and Exit

8 - Budget Section

Application Budget Information

Fund - Click to Edit	SWF	Travel	Arch/Eng	Legal	Consult	Construct	Site Work	Equip	Land	Other1	Other2	Total	Del
City of Bay St Louis	0	0	0	0	30,000	320,000	0	0	0	0	0	350,000	Del
GCRF	0	0	150,000	60,000	0	940,000	0	0	0	0	0	1,150,000	Del
Total	0	0	150,000	60,000	30,000	1,260,000	0	0	0	0	0	1,500,000	Del

Add Budget Fund

SWF = Salaries, Wages, Fringe | Arch/Eng = Architecture & Engineering | Consult = Consulting
 Construct = Construction | Equip = Equipment | Land = Land Acquisition

Save and Continue

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**RESOLUTION OF MAYOR AND CITY COUNCIL OF THE
CITY OF BAY ST. LOUIS, MISSISSIPPI AUTHORIZING AND APPROVING THE
SUBMISSION OF A FUNDING REQUEST FOR
FY2025 MDA GULF COAST RESTORATION FUND TOMAKE CERTAIN
IMPROVEMENTS FOR THE DOWNTOWN ADA BOARDWALK PHASE III AND
COMMIT MATCHING FUNDS TO SUCH PROJECT**

WHEREAS, the Downtown ADA Boardwalk Phase III will promote economic development and tourism in the Downtown area for all visitors and citizens of City of Bay Saint Louis; and

WHEREAS, the City of Bay Saint Louis will construct a 900-foot timber boardwalk over the scour pad from Ulman Ave to the existing access ramp at Demontluzin Road; and

WHEREAS, the Downtown ADA Boardwalk Phase III will have benches, low level lighting, and trash receptacles; and

WHEREAS, everyone will be able to enjoy the beautiful views of the Bay Saint Louis Municipal Harbor and the Bay of St. Louis; and

WHEREAS, tourists and citizens will be able to travel between business establishments while avoiding the heavily trafficked Main Street thus providing a safer walking environment and promoting business and economic development; and

WHEREAS, the City requests that the Mayor, or his designee, submit a funding request and application for FY 2025 MDA Gulf Coast Restoration Funds to fund the Downtown ADA Boardwalk Phase III as described above; and

WHEREAS, the City estimates that the cost of the improvements are one million five hundred thousand dollars (\$1,500,000.00).

NOW THEREFORE, BE IT RESOLVED THAT:

1. The Mayor and City Council find that improvements are an asset to the City of Bay Saint Louis to promote economic development within the City limits and better the lives of residents and tourists.
2. The City Council authorizes the Mayor, or his designee, submit an application for FY 2025 MDA Gulf Coast Restoration Funds to fund the improvements to the Downtown ADA Boardwalk Phase III as described within this Resolution.
3. The City Council hereby commits to obligating general funds to meet the twenty percent (20%) match requirement if awarded a FY 2025 MDA Gulf Coast



Restoration Fund.

After being reduced to writing, the foregoing Resolution was read and considered, section by section, and then as a whole, when where upon Council Member Hoffman moved for its adoption, and after a second by Council Member DeSalvo, the following roll call vote was had:

- Council Member Doug Seal YEA / NAY
- Council Member Gene Hoffman YEA / NAY
- Council Member Jeffrey Reed YEA / NAY Abstain
- Council Member Kyle Lewis YEA / NAY
- Council Member Buddy Zimmerman YEA / NAY
- Council Member Josh DeSalvo YEA / NAY
- Council Member Gary Knoblock YEA / NAY

Passed by the City Council of the City of Bay Saint Louis on the 16 day of July, 2024.

CERTIFICATION

I, Michael Reso, for the City of Bay Saint Louis, Mississippi, do hereby certify that the foregoing Resolution was approved and adopted in the public meeting of the City Council held on July 16, 2023 a quorum being present, in the City Council Conference Chambers and to be recorded in the Minutes Books, and said Council being duly elected, qualified, and acting governing body of Bay Saint Louis.

Presented by me to the Mayor on this, the 17 day of July, 2024

[Signature]
Michael Reso, City Clerk

Approved/Disapproved and signed by me on the 17 day of July, 2024.

[Signature]
Michael J. Favre, Mayor



Staff Report

Meeting Date: 7-16-2024
Meeting Type: City Council

To: City Council
From: Mike Reso
Item Title: Amended Application for Tidelands

Background: This is to change the scope of work allowed in the grant to be able to use the fund to repair the settlement problems which were identified by the Moffatt and Nicholls report.

Recommendation: Approve

Attachments: FY 24-P401-10 Amended Application



ENHANCE * PROTECT * CONSERVE

MISSISSIPPI TIDELANDS TRUST FUND PROGRAM Amended Application for FY24

Project Number:

PROJECT SUMMARY

<p>1. Title of Project: <i>red outlines indicate required fields</i></p> <input type="text" value="BSL Harbor Repairs and Improvements"/>	<p>6. Funding Requested:</p> <input type="text" value="557750.00"/>
<p>2. Location of Project:</p> <input type="text" value="BSL Municipal Harbor"/> <input type="text" value="100 Jody Compretta Drive"/> <input type="text" value="Bay St. Louis, MS 39520"/>	<p>7. Matching Funds:</p> <input type="text" value="0"/>
<p>3. Requesting Agency:</p> <input type="text" value="City of Bay St. Louis"/>	<p>8. Source of Matching Funds:</p> <input type="text" value="N/A"/>
	<p>9. Total Project Funds:</p> <input type="text" value="557750"/>

4. Requesting Agency Representative:

a. Name:

b. Phone:

c. Fax:

d. Address:

e. Email:

5. Project Manager:

a. Name:

b. Phone:

c. Fax:

d. Address:

e. Email:



MISSISSIPPI TIDELANDS TRUST FUND PROGRAM Amended Application for FY24

Project Number: FY24-P401-10

PROJECT SUMMARY

? 10. Provide Brief Project Description/Overview:

The City of Bay St. Louis is proposing a change of scope of work for this Tidelands grant to address the settlement of the harbor sidewalks, which has led to the sidewalk to become uneven. Due to the unevenness, this has resulted in a safety risks and becoming non ADA compliant. The project includes demolition and excavation of the existing sidewalk and asphalt, followed by the installation of geofabric, new backfill, sand, weep holes, and reconstruction of the sidewalk. These measures are intended to create a stable hurricane resistant infrastructure, and resolves an emergency situation by removing the obstructions and hazards to pedestrian access to the harbor.

? 11. LIST Project Goals/Objectives:

- Hurricane Mitigation and Resilience
- Safe Public Access including ADA Access
- Prevent Future sediment loss

? 12. LIST Project Benefits:

- Provide ADA access to the harbor by providing safe public access
- Improve hurricane mitigation and resilience to reduce future damage
- ADA Access to Harbor
- Reduce trip hazards from uneven sidewalks
- Prevent future sediment loss



MISSISSIPPI TIDELANDS TRUST FUND PROGRAM

Amended Application for FY24

Project Number: FY24-P401-10

PROJECT SUMMARY

? 13. LIST Project Tasks:

- Engineering and Design
- Bidding and Contracting
- Construction

? 14. Project Timetable/Milestones:

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

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

N/A

? 16. Project Timing:

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



MISSISSIPPI TIDELANDS TRUST FUND PROGRAM Amended Application for FY24

Project Number: FY24-P401-10

APPLICATION SUMMARY QUESTIONNAIRE

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

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

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

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

? 21. Will this project enhance an existing water-dependent activity? Yes No

Identify the activity:

Provide safe access to the harbor that returns the sidewalks to ADA access with no trip hazards

? 22. Does this project coordinate with other existing or planned projects? Yes No

Identify the project(s):

[Empty text box for identifying projects]

? 23. Will this project involve impacting, filling, or dredging coastal wetlands? Yes No

If yes, what acreage:

[Empty text box for acreage]

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

Residents of Bay St. Louis and Hancock County; tourist; and boat owners that use the slips at the harbor. General public has full access to this area.

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

- ADA access that is free from trip hazards due to loss of sediment under the sidewalks and event deck



ENHANCE * PROTECT * CONSERVE

MISSISSIPPI TIDELANDS TRUST FUND PROGRAM Amended Application for FY24

Project Number: FY24-P401-10

APPLICATION SUMMARY QUESTIONNAIRE

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

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

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

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

- Group 2:
- Paid for
 - Funds budgeted
 - Funds not budgeted

? 28. Categorize the benefits from 12:

- Environmental
- Economic
- Safety
- Public
- Other (identify)

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

- Yes
- No

If yes, identify:

GOMESA grant application submitted on June 30,
2024 from City of Bay St. Louis for \$1,200,000.

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

This project will provide safe public access to the harbor and return the sidewalks to be ADA accessible.



ENHANCE • PROTECT • CONSERVE

MISSISSIPPI TIDELANDS TRUST FUND PROGRAM

Amended Application for FY24

Project Number: FY24-P401-10

APPLICATION SUMMARY

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



MISSISSIPPI TIDELANDS TRUST FUND PROGRAM Amended Application for FY24

Project Number: FY24-P401-10

APPLICATION SUMMARY

? 32. Estimated number of years to completion:

? 33. Estimated Completion Date:

? 34. Prioritize if your agency has submitted multiple projects

35. SIGNATURES

Project Manager:

Signature

Date

Requesting Agency Representative:

Signature

Date

36. Attach project schematics or drawings as appropriate



MISSISSIPPI TIDELANDS TRUST FUND PROGRAM Amended Application for FY24

Project Number: FY24-P401-10

BUDGET

	?	?	?	?	?	
Category	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Salaries, wages, Fringe						\$ 0.00
Travel						\$ 0.00
Architecture & Engineering	70000					\$ 70,000.00
Legal						\$ 0.00
Consulting						\$ 0.00
Construction	487750					\$ 487,750.00
Site Work						\$ 0.00
Equipment						\$ 0.00
Land Acquisition						\$ 0.00
Indirects						\$ 0.00
Other						\$ 0.00
Total	\$ 557,750.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 557,750.00

Funding Sources	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Tidelands Funding Reallocated (Project #: P401-10, Year24 _____)	557750					\$ 557,750.00
Tidelands Funding Awarded						\$ 0.00
Federal Grants Funding						\$ 0.00
FEMA Funding						\$ 0.00
MEMA Funding						\$ 0.00
CDBG Funding						\$ 0.00
In-Kind Donations						\$ 0.00
Other						\$ 0.00
Total	\$ 557,750.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 557,750.00

Instructions:

1. If project will be completed in one year, complete only the "Year 1" budget column.
2. If project will be completed in two years, complete "Year 1" and "Year 2" columns.
3. Follow the same process as above for "Year 3", "Year 4", and "Year 5", if project will not be completed for 5 years.



Change Proposal Request (CPR)

Project Information	
Project #	24-009
Title	Historic Bay St. Louis L&N Train Depot
Address	1928 Depot Way
City, State, Zip	Bay St Louis. MS 39520
Country	USA

Change Proposal Request	
CPR #	012
Issue Date	7/12/2024
Subject	Paint & Prime Canopy

Prime Contract Company	
Contact	Joey Hennessey
Company	Hopkins Construction and Maintenance LLC
Address	19197 Commission Road
City, State, Zip	Long Beach, MS 39560
Country	United States
Phone	(228) 206-6046
Fax	(228) 206-6010

Owner	
Contact	Edward Wikoff
Company	Edward H. Wikoff AIAI, Architect
Address	144 Main Street
City, State, Zip	Bay St. Louis, MS 39520
Country	
Phone	228-467-4236
Fax	

Description of the proposed change:

Paint and prime (as needed) the canopy. The color will match the olive trim on the building.

Net Amount of this Proposed Change:

\$8,500.00

The Contract time due to this Change Proposal Request is an additional 14 days plus the time it takes for approval.

Response: Accept Do Not Accept

Submitted By:
Hopkins Construction and Maintenance LLC
Company

Jessica Loyd
By: Jessica Loyd

7/12/2024
Date

Edward Wikoff Architect
Company

By _____ Date _____



Change Proposal Request (CPR)

Company Financial and Schedule Impact Details

Item No.	Item Description	Quantity	Unit	Unit Price	Total Price
1	L&M to paint and prime (as needed) canopy	1	LS	\$8,500.00	\$8,500.00

Subtotal = \$8,500.00
Tax = \$0.00
Total = \$8,500.00

Project **23-05**



MS, Bay St. Louis Comprehensive Plan

Bill from

Orion Planning + Design

1105 Village Way
Missoula, MT 59802

Bill to

Bay St. Louis, MS (Comp Plan)

Michael Reso
688 Highway 90
Bay St. Louis, MS 39520

Issue date

Jul 1, 2024

Terms

-

Due date

Jul 31, 2024

Services through

Jun 1, 2024 - Jun 30, 2024

Invoice number

23-05-001

Note

Plan adoption process.

Total due

\$905.71

Fixed Fee Services

PHASE	PLANNED	% COMPLETE	CURRENT DUE
Plan Review and Adoption	\$1,552.00	23%	\$360.00
Total for Fixed Fee Services Shown	\$1,552.00	23%	\$360.00

Expenses

CATEGORY	ITEM	DATE	PHASE	CURRENT DUE
Travel	--	2024/06/30	Plan Review and Adoption	\$545.71
Total for Expenses				\$545.71

Grand Total Due

\$905.71



MP Design Group
918 Howard Ave. Suite F
Biloxi, MS 39530

City of Bay St. Louis
Mike Reso
688 Highway 90
Bay St. Louis, MS 39520

Invoice number 16132
Date 07/08/2024

Project 0317.23.002 COURT STREET
COMMUNITY CENTER

Professional Services through July 08, 2024

Construction Cost \$1,200,000.00
Construction Cost % 0.00 %
Contract Amount \$120,000.00

Description	Fee Schedule	Percent Complete	Prior Billed	Remaining Balance	Current Billed
ARCHITECTURAL DESIGN SERVICES	96,000.00	100.00	72,000.00	0.00	24,000.00
BID & CONSTRUCTION PHASE SERVICES	24,000.00	0.00	0.00	24,000.00	0.00
Total	120,000.00	80.00	72,000.00	24,000.00	24,000.00

Invoice total **24,000.00**

Approved by:

Gerrod W. Kilpatrick

Remit Payment to:
MP Design Group
918 Howard Ave., Suite F
Biloxi, MS 39530

All payment terms are NET 30, unless otherwise noted

Chiniche Engineering & Surveying

407 Highway 90
Bay St. Louis, MS 39520
228-467-6755
jason@chiniche.com
www.chiniche.com

Item # 22.



Original Contract Amount - \$222,300.00
Previously Invoiced Amount - \$77,805.00
Current Invoice Amount - \$5,557.50
Balance - \$139,937.50

INVOICE

BILL TO

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

INVOICE # 15-007-02410

DATE 07/09/2024

TERMS Due on receipt

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
07/09/2024	Engineering Services	Topographic Survey and Drafting Coordination	0:02	222,300.00	5,557.50

NRCS Main Drain Improvements

BALANCE DUE

\$5,557.50

Chiniche Engineering & Surveying
 407 Highway 90
 Bay St. Louis, MS 39520
 228-467-6755
 jason@chiniche.com
 www.chiniche.com

Item # 22.



INVOICE

Invoiced to date - \$15,481.62 (6/22 - 7/24)

BILL TO

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

INVOICE # 15-007-01210
DATE 07/09/2024

TERMS Due on receipt

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
05/28/2024	Inspector	Onsite inspection/ Getting shots	1:00	94.00	94.00
06/11/2024	Clerical	Pickleball Court - CO#1	0:15	60.00	15.00
06/13/2024	Clerical	Pickleball Court - CO #1, Testing, Submittals	1:00	60.00	60.00
06/13/2024	Clerical	Pickleball Court - CO #1, Testing, Submittals	1:00	60.00	60.00
06/14/2024	Inspector	Reviewing submittals from Moran on Pickle-ball job	1:30	94.00	141.00
06/17/2024	Clerical	Pickleball - Testing	0:15	60.00	15.00
06/17/2024	Inspector	Onsite Inspection	1:00	94.00	94.00
06/18/2024	Inspector	Onsite Inspection	1:00	94.00	94.00
06/19/2024	Clerical	Pickleball Court - Contract Spreadsheet, DWR, Pics	0:30	60.00	30.00
06/19/2024	Inspector	Onsite Inspection	1:00	94.00	94.00
06/20/2024	Clerical		0:15	60.00	15.00
06/24/2024	Inspector	Checking on foundation being worked by contractor	2:00	94.00	188.00
06/25/2024	Clerical	Pickleball Court - Pay App	0:30	60.00	30.00
06/25/2024	Inspector	Checking on progress of court	2:00	94.00	188.00

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	
06/26/2024	Inspector	Meeting with Jason, Madison and Abby on site to discuss progress	3:45	94.00	352.50
07/03/2024	Engineer Intern	insert 1 hour for 15-007-012	1:00	85.00	85.00

Pickleball Court Construction

BALANCE DUE

\$1,555.50

Chiniche Engineering & Surveying
 407 Highway 90
 Bay St. Louis, MS 39520
 228-467-6755
 jason@chiniche.com
 www.chiniche.com

Item # 22.



INVOICE

Invoiced to Date - \$5,664.00 (5/24 - 7/24)

BILL TO

City of Bay St. Louis
 588 HWY 90
 Bay St. Louis, MS 39520
 United States

INVOICE # 15-007-0302
DATE 07/09/2024

TERMS Due on receipt

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
05/07/2024	Engineer Technician	WPCRLF coordination	0:30	90.00	45.00
05/08/2024	Engineer Technician	coordinate with christina on WPCRLF project	0:30	90.00	45.00
05/16/2024	Engineer Technician	BSL Wastewater Overflow/Bypass Elimination Project IGR letters	2:00	90.00	180.00
06/07/2024	Engineer Technician	facilities plan	3:00	90.00	270.00
06/10/2024	Engineer Technician	Add and review IGRs to facilities plan	1:00	90.00	90.00
06/10/2024	Senior Project Manager	helping w/ facility plan	0:15	193.00	48.25
06/11/2024	Engineer Technician	IGRs	1:00	90.00	90.00
06/12/2024	Engineer Technician	FP	0:30	90.00	45.00
06/12/2024	Senior Project Manager	review of facility plan	0:30	193.00	96.50
06/13/2024	Engineer Technician	FP	0:30	90.00	45.00
06/14/2024	Engineer Technician	Update FP w/IGRs and submit	2:30	90.00	225.00
06/19/2024	Senior Project Manager	shapefile for MDEQ	0:15	193.00	48.25
06/20/2024	Engineer Technician	FP	0:30	90.00	45.00
06/26/2024	Engineer Technician	FCS	1:30	90.00	135.00

DEQ SRF Loan

BALANCE DUE

\$1,408.00

Chiniche Engineering & Surveying

407 Highway 90
Bay St. Louis, MS 39520
228-467-6755
jason@chiniche.com
www.chiniche.com

Item # 22.



INVOICE

BILL TO

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

Original Contract Amount - \$52,075.00
Previously Billed - \$36,636.25
Current Invoice Amount - \$2,603.75
Balance - \$12,835.00

INVOICE # 21-01211
DATE 07/09/2024

TERMS Due on receipt

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
07/09/2024	Engineering Services	Bid Phase and Construction Phase Services	0:03	52,075.00	2,603.75

scianna lane drainage

BALANCE DUE

\$2,603.75

Chiniche Engineering & Surveying

407 Highway 90
Bay St. Louis, MS 39520
228-467-6755
jason@chiniche.com
www.chiniche.com

Item # 22.



INVOICE

BILL TO

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

INVOICE # 18-05218

DATE 07/09/2024

TERMS Due on receipt

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
03/19/2024	18-052 Project Engineer - CEI	bid opening	1:00	175.17	175.17
03/19/2024	18-052 Project Manager - CEI	bid opening	1:00	112.61	112.61
03/19/2024	18-052 Principal - CEI	bid opening	1:00	250.24	250.24
03/19/2024	18-052 Project Engineer - CEI	review bids	1:00	175.17	175.17
03/19/2024	18-052 Admin Assistant - CEI	scanning bids	2:00	62.56	125.12
03/20/2024	18-052 Project Manager - CEI	check bids	1:00	112.61	112.61
03/20/2024	18-052 Project Manager - CEI	Bid tap and proposals review.	1:00	112.61	112.61
03/20/2024	18-052 Admin Assistant - CEI	scanning	2:00	62.56	125.12
03/21/2024	18-052 Project Manager - CEI	Bid Doc Prep	1:00	112.61	112.61
03/21/2024	18-052 Admin Assistant - CEI	bid doc prep	1:00	62.56	62.56
03/25/2024	18-052 Project Manager - CEI	bidders checklist	0:30	112.61	56.31
04/04/2024	18-052 Project Engineer - CEI	bid doc review	1:00	175.17	175.17
04/26/2024	18-052 Admin Assistant - CEI	contract letter	1:00	62.56	62.56
05/01/2024	18-052 Project Manager - CEI	bidders checklist	2:00	112.61	225.22
05/09/2024	18-052 Project Manager - CEI	Coordinate Contracts	1:00	112.61	112.61

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	
05/09/2024	18-052 Project Engineer - CEI	Project award	1:00	175.17	175.17
05/14/2024	18-052 Project Manager - CEI	uploads	1:00	112.61	112.61
05/20/2024	18-052 Project Manager - CEI	update documents	1:00	112.61	112.61
06/11/2024	18-052 Project Engineer - CEI	Award Ltr, contracts	0:30	175.17	87.59
06/11/2024	18-052 Project Manager - CEI	contract	4:00	112.61	450.44
06/12/2024	18-052 Project Manager - CEI	contract	2:00	112.61	225.22
06/13/2024	18-052 Project Engineer - CEI	Contracts	0:30	175.17	87.59
06/13/2024	18-052 Project Manager - CEI	contract	3:00	112.61	337.83
06/14/2024	18-051 Project Manager - CEI	Contract Documents	2:00	112.61	225.22
06/17/2024	18-052 Project Manager - CEI	CAD	0:30	112.61	56.31
06/21/2024	18-052 Project Engineer - CEI	Contract documents	2:00	175.17	350.34
06/24/2024	18-052 Drafter - CEI	PREPARE CAD PLANS FOR CONTRACTOR	1:00	62.56	62.56
06/26/2024	18-052 Project Engineer - CEI	Contract documents	3:00	175.17	525.51
07/01/2024	18-052 Admin Assistant - CEI	completed the set up for MDOT final quantity sheets in Excel	2:30	62.56	156.40
07/02/2024	18-052 Project Engineer - CEI	Contract documentation bound	1:30	175.17	262.76
07/03/2024	18-052 Project Engineer - CEI	Contract documentation bound	0:30	175.17	87.59

Washington St. Sidewalks and Parking

BALANCE DUE

\$5,311.44

Chiniche Engineering & Surveying

407 Highway 90
Bay St. Louis, MS 39520
228-467-6755
jason@chiniche.com
www.chiniche.com

Item # 22.



INVOICE

BILL TO

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

INVOICE # 15-007-0198

DATE 07/09/2024

TERMS Due on receipt

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
06/10/2024	Senior Project Manager	workshop meeting	0:15	193.00	48.25
06/14/2024	Senior Project Manager	workshop slides	1:30	193.00	289.50
06/17/2024	Senior Project Manager	workshop slides	1:00	193.00	193.00
06/19/2024	Senior Project Manager	workshop slides	0:30	193.00	96.50
06/27/2024	Senior Project Manager	Workshop (prep & meeting)	2:00	193.00	386.00

MS4

BALANCE DUE

\$1,013.25

Chiniche Engineering & Surveying

407 Highway 90
Bay St. Louis, MS 39520
228-467-6755
jason@chiniche.com
www.chiniche.com

Item # 22.



INVOICE

BILL TO

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

INVOICE # 18-05118

DATE 07/09/2024

TERMS Due on receipt

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
03/19/2024	18-051 Admin Assistant - CEI	bid document review	1:00	68.82	68.82
03/19/2024	18-051 Project Manager - CEI	bid document review	1:00	112.61	112.61
03/19/2024	18-051 Principal - CEI	bid document review	1:00	250.24	250.24
03/20/2024	18-051 Admin Assistant - CEI	bid scanning	1:30	68.82	103.23
03/21/2024	18-051 Admin Assistant - CEI	bid scanning	1:00	68.82	68.82
03/21/2024	18-051 Project Manager - CEI	bid document prep	1:30	112.61	168.92
03/25/2024	18-051 Project Manager - CEI	bidders checklist review	1:00	112.61	112.61
03/26/2024	18-051 Project Manager - CEI	review mdot bid document requirements2.5	1:00	112.61	112.61
04/04/2024	18-051 Project Manager - CEI	bid update	1:00	112.61	112.61
04/16/2024	18-051 Admin Assistant - CEI	update bid tab	1:00	68.82	68.82
04/26/2024	18-051 Admin Assistant - CEI	update contract award letter	1:00	68.82	68.82
05/01/2024	18-051 Project Manager - CEI	Review MDOT documentation requirements, coordinate contracts with BSL	1:00	112.61	112.61
05/09/2024	18-051 Project Manager - CEI	Coordinate Contracts	1:00	112.61	112.61

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	Item # 22.
05/09/2024	18-051 Project Manager - CEI	Project award	1:00	112.61	112.61
05/14/2024	18-051 Project Manager - CEI	uploads	0:30	112.61	56.31
05/20/2024	18-051 Project Manager - CEI	MDOT coordination	1:00	112.61	112.61
05/21/2024	18-051 Principal - CEI	bid review	1:00	250.24	250.24
06/11/2024	18-051 Project Manager - CEI	Award Ltr BSL, contract	0:30	112.61	56.31
06/11/2024	18-051 Project Manager - CEI	contract	4:00	112.61	450.44
06/12/2024	18-051 Project Manager - CEI	contract	2:00	112.61	225.22
06/13/2024	18-051 Project Manager - CEI	Contracts	0:30	112.61	56.31
06/13/2024	18-051 Project Manager - CEI	contract	3:00	112.61	337.83
06/14/2024	18-051 Project Manager - CEI	Contract Documents	2:00	112.61	225.22
06/17/2024	18-051 Project Manager - CEI	CAD	0:30	112.61	56.31
06/21/2024	18-051 Project Manager - CEI	Contract documents	2:00	112.61	225.22
06/26/2024	18-051 Project Manager - CEI	Contract documents	3:00	112.61	337.83
07/02/2024	18-051 Project Manager - CEI	Contract documentation bound	1:30	112.61	168.92
07/03/2024	18-051 Project Manager - CEI	Contract documentation bound	0:30	112.61	56.31

MDOT Beyer Drive Sidewalks

BALANCE DUE

\$4,201.02

Chiniche Engineering & Surveying

407 Highway 90
Bay St. Louis, MS 39520
228-467-6755
jason@chiniche.com
www.chiniche.com

Item # 22.



INVOICE

Original Work Order Amount \$162,822.75
Previously Invoiced Amount \$109,499.69
Current Invoice Amount \$4,070.57
Balance \$37,739.58

BILL TO

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

INVOICE # 21-00330
DATE 07/09/2024

TERMS Due on receipt

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
07/09/2024	Engineering Services	Design coordination	0:02	162,822.75	4,070.57

Sunset Sewer Improvements

BALANCE DUE

\$4,070.57

00_Council Report_All

City of Bay St Louis (48853)

Pa

Item # 23.

From: 07/12/2024 Through:

Fund - Code - Current: 1

Department - Name - Current: Council

<u>Fund</u>	<u>Dept</u>	<u>Dept Name</u>	<u>Emp#</u>	<u>Last, First</u>	<u>Rate</u>	<u>Gross</u>	<u>Dental</u>	<u>Life</u>	<u>Health</u>	<u>PERS</u>	<u>Medi</u>	<u>SS</u>	<u>Total</u>
1	100	Council	1357	Bourgeois, Caitlin	19.15	1,532.00	14.60	8.80		274.23	20.99	89.74	1,940.36
1	100	Council	1377	DESALVO, JOSHUA	8.08	646.15	14.60	8.80		115.66	7.56	32.31	825.08
1	100	Council	1375	HOFFMAN, EUGENE	8.08	646.16	14.60	8.80		115.66	9.18	39.25	833.65
1	100	Council	1374	KNOBLOCK, GARY	8.08	646.15		8.80		115.66	8.07	34.53	813.21
1	100	Council	1501	Lewis, Kyle	8.08	646.16	14.60	8.80		115.66	6.27	26.83	818.32
1	100	Council	1039	Reed, Jeffrey	8.08	646.16	14.60	8.80		115.66	9.38	40.05	834.65
1	100	Council	1038	Seal Jr, Phillip	8.65	692.31				123.92	10.05	42.91	869.19
1	100	Council	1147	ZIMMERMAN, WILLIAM	7.57	605.21	14.60	5.73		125.30	8.73	37.31	796.88

00_Council Report_All

City of Bay St Louis (48853)

Pa

Item # 23.

From: 07/12/2024 Through:

Department - Name - Current: Court

<u>Fund</u>	<u>Dept</u>	<u>Dept Name</u>	<u>Emp#</u>	<u>Last, First</u>	<u>Rate</u>	<u>Gross</u>	<u>Dental</u>	<u>Life</u>	<u>Health</u>	<u>PERS</u>	<u>Medi</u>	<u>SS</u>	<u>Total</u>
1	102	Court	1059	BRADY, TAMMY	17.61	1,417.61	14.60	8.80		253.75	19.81	84.67	1,799.24
1	102	Court	1319	MAGGIO, STEPHEN	0.00	1,166.66	29.20	17.60	550.29	208.83	10.38	44.40	2,027.36
1	102	Court	1451	Mitchell, Elisa	18.17	1,453.60	14.60	8.80		260.19	20.46	87.50	1,845.15
1	102	Court	1411	REYNOLDS, SANDY	21.02	1,681.60	14.60	8.80		301.01	22.60	96.62	2,125.23

00_Council Report_All

City of Bay St Louis (48853)

Pa

Item # 23.

From: 07/12/2024 Through:

Department - Name - Current: Administration

<u>Fund</u>	<u>Dept</u>	<u>Dept Name</u>	<u>Emp#</u>	<u>Last, First</u>	<u>Rate</u>	<u>Gross</u>	<u>Dental</u>	<u>Life</u>	<u>Health</u>	<u>PERS</u>	<u>Medi</u>	<u>SS</u>	<u>Total</u>
1	120	Administrat	1052	Black, Charlene	16.54	661.60				118.43	9.60	41.02	830.65
1	120	Administrat	1219	FAVRE, JAMIE	22.72	1,828.96	14.60	8.80		327.38	26.10	111.60	2,317.44
1	120	Administrat	1299	Favre, Michael	38.64	3,091.38	14.60	5.75		553.36	43.38	185.51	3,893.98
1	120	Administrat	1244	FEUERSTEIN, DANA	24.36	1,948.80	14.60	8.80		348.84	26.18	111.95	2,459.17
1	120	Administrat	1518	Fore, Kimberly	19.27	1,580.14	14.60	8.80		282.85	19.13	81.78	1,987.30
1	120	Administrat	1341	GONZALES, DOLLY	37.82	3,025.46	14.60	8.80		541.56	43.72	186.96	3,821.10
1	120	Administrat	1543	Reso, Michael	46.95	3,755.77	14.60	8.80		672.28	50.32	215.18	4,716.95
1	120	Administrat	1137	STEWART, KATIE	20.68	1,654.40	14.60	8.80		296.14	23.20	99.22	2,096.36

00_Council Report_All

City of Bay St Louis (48853)

Pa

Item # 23.

From: 07/12/2024 Through:

Department - Name - Current: Building and P&Z

<u>Fund</u>	<u>Dept</u>	<u>Dept Name</u>	<u>Emp#</u>	<u>Last, First</u>	<u>Rate</u>	<u>Gross</u>	<u>Dental</u>	<u>Life</u>	<u>Health</u>	<u>PERS</u>	<u>Medi</u>	<u>SS</u>	<u>Total</u>
1	150	Building	1573	Boxx, William	22.00	643.50				115.19	9.33	39.90	807.92
1	150	Building	1502	Burke, Jeremy	25.11	2,009.08	14.60	8.80		359.63	28.12	120.23	2,540.46
1	150	Building	1522	Dauphin, Ann	19.31	1,561.70	14.60	8.80		279.54	22.13	94.64	1,981.41
1	150	Building	1383	LADNER, RICKEY	28.85	2,307.70	14.60	8.80		413.08	31.70	135.56	2,911.44
1	150	Building	1505	Owen, Frank	18.00	1,440.00	14.60	8.80		257.76	20.68	88.43	1,830.27

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City of Bay St Louis (48853)

Pa

Item # 23.

From: 07/12/2024 Through:

Department - Name - Current: GENERAL BUILDING MAINT

<u>Fund</u>	<u>Dept</u>	<u>Dept Name</u>	<u>Emp#</u>	<u>Last, First</u>	<u>Rate</u>	<u>Gross</u>	<u>Dental</u>	<u>Life</u>	<u>Health</u>	<u>PERS</u>	<u>Medi</u>	<u>SS</u>	<u>Total</u>
1	192	GENERAL	1556	Whitney, Kevin	16.00	1,280.00	14.60	8.80		229.12	16.73	71.55	1,620.80

00_Council Report_All

Pa

Item # 23.

City of Bay St Louis (48853)

From: 07/12/2024 Through:

Department - Name - Current: Police

<u>Fund</u>	<u>Dept</u>	<u>Dept Name</u>	<u>Emp#</u>	<u>Last, First</u>	<u>Rate</u>	<u>Gross</u>	<u>Dental</u>	<u>Life</u>	<u>Health</u>	<u>PERS</u>	<u>Medi</u>	<u>SS</u>	<u>Total</u>
1	200	Police	1085	ARMENTROUT, SCOTT	25.20	2,721.60	14.60	8.80		487.17	39.28	167.94	3,439.39
1	200	Police	1546	Bailey, Rafael	22.58	191.93					2.73	11.69	206.35
1	200	Police	1401	CARDINALE, CHENEA	18.64	1,491.20	14.60	8.80		266.92	20.16	86.20	1,887.88
1	200	Police	1559	Cuevas, Noah	20.50	2,050.00	14.60	8.80		366.95	28.24	120.76	2,589.35
1	200	Police	1481	Fullerton, Roy	23.60	2,295.10	14.60	8.80		410.82	31.22	133.51	2,894.05
1	200	Police	1471	GEOFFREY, Zechariah	23.63	3,039.41	14.60	8.80		544.05	43.45	185.80	3,836.11
1	200	Police	1579	Griggs, Robert	22.58	2,464.04	14.60	8.80		441.06	34.84	148.99	3,112.33
1	200	Police	1525	Ha, Huy	23.08	4,154.40	14.60	8.80		743.64	60.00	256.56	5,238.00
1	200	Police	1460	Hampton, Sarah	25.18	3,493.73	14.60	8.80		625.38	48.69	208.18	4,399.38
1	200	Police	1514	Hicks, James	23.08	2,492.64	14.60	8.80		446.18	35.25	150.73	3,148.20
1	200	Police	1531	Holmes, Phalba	23.00	1,932.00	14.60	8.80		345.83	26.28	112.37	2,439.88
1	200	Police	1384	Jewell, Rachel	29.38	2,467.92		8.80		441.76	35.69	152.61	3,106.78
1	200	Police	1390	JOHNSON, DEMARCUS	26.23	5,429.61	14.60	8.80		971.90	76.37	326.54	6,827.82
1	200	Police	1557	Jones, Aaron	23.63	2,363.00	14.60	8.80		422.98	33.53	143.38	2,986.29
1	200	Police	1438	Jones, Jordan	22.58	2,258.00	14.60	8.80		404.18	32.20	137.69	2,855.47
1	200	Police	1385	KINGSTON, ALVIN	34.97	2,747.60	14.60	8.80		491.82	38.39	164.14	3,465.35
1	200	Police	1448	LOVETT, DAVID	24.13	4,361.50	14.60	8.80		780.71	62.90	268.96	5,497.47
1	200	Police	1569	Moeller, Dustin	22.58	2,258.00	14.60	8.80		404.18	31.94	136.57	2,854.09
1	200	Police	1285	Mossey, Joshua	16.95	1,381.43	14.60	8.80		247.28	19.56	83.62	1,755.29
1	200	Police	1227	MURPHY, DYLAN	27.83	2,588.19	14.60	8.80		463.29	37.48	160.26	3,272.62
1	200	Police	1497	Olsen, Robert	24.15	2,028.60	14.60	8.80		363.12	27.66	118.25	2,561.03
1	200	Police	1485	Osbourn, Andrew	24.65	2,243.15	14.60	8.80		401.52	32.33	138.22	2,838.62
1	200	Police	1549	Pearce, Jimmy	23.63	2,108.98	14.60	8.80		377.51	27.38	117.06	2,654.33
1	200	Police	1068	PHILLIPS, PUSH	27.83	2,365.55	14.60	8.80		423.43	34.30	146.66	2,993.34
1	200	Police	1480	Rowley, Sarah-Jane	22.58	2,718.07	14.60	8.80		486.53	37.75	161.43	3,427.18
1	200	Police	1544	Schwartz, John	38.37	3,069.23		8.80		549.39	44.50	190.29	3,862.21
1	200	Police	1585	Sikes, Raven	21.50	2,150.00	14.60	8.80		384.85	30.61	130.89	2,719.75
1	200	Police	1417	Stinson, Corey	23.63	2,363.01	14.60	8.80		422.98	33.04	141.27	2,983.70
1	200	Police	1572	Stockstill, Joshua	22.58	2,768.87	14.60	8.80		495.63	39.54	169.05	3,496.49
1	200	Police	1338	TAYLOR, ERNEST	26.25	2,625.00	14.60	8.80		469.88	37.74	161.39	3,317.41
1	200	Police	1442	WEIR, DUSTIN	25.20	2,305.80	14.60	8.80		412.74	30.91	132.15	2,905.00
1	200	Police	1387	Wilder, David	22.50	2,250.00	14.60	8.80		402.75	31.02	132.62	2,839.79

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City of Bay St Louis (48853)

Pa

Item # 23.

From: 07/12/2024 Through:

Department - Name - Current: Fire

<u>Fund</u>	<u>Dept</u>	<u>Dept Name</u>	<u>Emp#</u>	<u>Last, First</u>	<u>Rate</u>	<u>Gross</u>	<u>Dental</u>	<u>Life</u>	<u>Health</u>	<u>PERS</u>	<u>Medi</u>	<u>SS</u>	<u>Total</u>
1	260	Fire	1362	ANDERSON, BRANDON	17.01	3,044.79	14.60	8.80		545.02	43.22	184.82	3,841.25
1	260	Fire	1220	AVERY, RONALD	32.21	2,577.00	14.60	8.80		461.28	34.99	149.62	3,246.29
1	260	Fire	1548	Beaugez, Travis	13.71	1,535.52	14.60	8.80		274.86	22.07	94.35	1,950.20
1	260	Fire	1230	CATALANO, GARY	17.64	3,157.56	14.60	8.80		565.20	45.65	195.19	3,987.00
1	260	Fire	1515	Chighizola, Jason	13.71	1,535.52	14.60	8.80		274.86	21.32	91.18	1,946.28
1	260	Fire	1432	Cuevas, Drake	13.71	1,864.56	14.60	8.80		333.76	26.81	114.64	2,363.17
1	260	Fire	1555	Decorte, Jeffery	13.71	1,960.53	14.60	8.80		350.93	28.19	120.54	2,483.59
1	260	Fire	1503	Dumornay, Kameron	13.71	1,960.53	14.60	8.80		350.93	28.20	120.59	2,483.65
1	260	Fire	1453	EVERHART, NICHOLAS	14.32	1,603.84	14.60	8.80		287.09	22.74	97.22	2,034.29
1	260	Fire	1103	FARVE, JOHN	17.64	1,975.68	14.60	8.80		353.65	25.87	110.61	2,489.21
1	260	Fire	1257	GARBER, Jeffrey	16.80	1,881.60	14.60	8.80		336.81	24.50	104.75	2,371.06
1	260	Fire	1361	HOFFMANN, WAYNE	16.26	2,325.18	14.60	8.80		416.21	33.21	142.00	2,940.00
1	260	Fire	1570	Janssen, Eric	12.60	302.40				54.13	4.38	18.75	379.66
1	260	Fire	1547	Johnson, River	13.71	1,960.53	14.60	8.80		350.93	28.25	120.81	2,483.92
1	260	Fire	1528	LaFontaine, Brandon	15.23	2,071.28	14.60	8.80		370.76	29.98	128.21	2,623.63
1	260	Fire	1454	Leger, Troy	13.70	1,959.10				350.68	28.66	122.53	2,460.97
1	260	Fire	1455	Mallini Sr., Anthony	12.60								0.00
1	260	Fire	1303	Maurice, Gary	13.71	1,960.53	14.60	8.80		350.93	27.00	115.45	2,477.31
1	260	Fire	1399	Polk, Bradley	12.60								0.00
1	260	Fire	1465	Proulx, Nicholas	14.02	1,570.24	14.60	8.80		281.07	22.25	95.14	1,992.10
1	260	Fire	1400	Sekinger, Allen	12.60								0.00
1	260	Fire	1107	Stefano, David	16.80	2,402.40	14.60	5.73		430.03	34.64	148.10	3,035.50
1	260	Fire	1110	STRONG, MONTY	35.92	2,873.42	14.60	8.80		514.34	39.41	168.53	3,619.10
1	260	Fire	1466	Warden, Aaron	13.71	2,454.09				439.28	35.58	152.15	3,081.10
1	260	Fire	1360	WOODS, JUSTIN	16.26	2,910.54	14.60	8.80		520.99	40.20	171.87	3,667.00

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City of Bay St Louis (48853)

Pa

Item #23.

From: 07/12/2024 Through:

Department - Name - Current: Public Works

<u>Fund</u>	<u>Dept</u>	<u>Dept Name</u>	<u>Emp#</u>	<u>Last, First</u>	<u>Rate</u>	<u>Gross</u>	<u>Dental</u>	<u>Life</u>	<u>Health</u>	<u>PERS</u>	<u>Medi</u>	<u>SS</u>	<u>Total</u>
1	300	Public	1474	BOUDREAUX, BRANDON	15.25	1,220.01	14.60	8.80		218.38	16.74	71.58	1,550.11
1	300	Public	1558	Breazeale, Bradley	19.50	1,560.00	14.60	8.80		279.24	19.53	83.49	1,965.66
1	300	Public	1571	Dahl, Jordon	18.00	1,392.12	14.60	8.80		249.19	18.67	79.83	1,763.21
1	300	Public	1433	DELCUZE, DEBRA	20.00	1,615.00	14.60	8.80		289.09	22.32	95.43	2,045.24
1	300	Public	1523	Epperson, Danny	16.75	1,071.67	14.60	8.80		191.83	14.14	60.44	1,361.48
1	300	Public	1578	Green, Jesse	15.00	1,200.00	14.60	8.80		214.80	16.71	71.47	1,526.38
1	300	Public	1452	Hertz, Warren	17.00	1,398.25	14.60	8.80		250.29	20.27	86.69	1,778.90
1	300	Public	1526	Holt, Wayne	20.00	1,600.00	14.60	8.80		286.40	22.45	96.01	2,028.26
1	300	Public	1353	Johnson, Sandra	17.00	1,360.00	14.60	8.80		243.44	19.27	82.41	1,728.52
1	300	Public	1561	Kennedy, Trevor	17.00	1,360.00	14.60	8.80		243.44	18.61	79.56	1,725.01
1	300	Public	1488	Ladner, Milton	19.00	1,520.00	14.60	8.80		272.08	21.75	92.99	1,930.22
1	300	Public	1372	MATHENY, CHARLES	21.00	1,703.63	14.60	8.80		304.95	22.58	96.57	2,151.13
1	300	Public	1154	MCKAY, JAMIE	23.50	1,880.01	14.60	8.80		336.52	26.59	113.69	2,380.21
1	300	Public	1342	MEEK, GEORGE	18.00	1,440.00	14.60	8.80		257.76	20.83	89.07	1,831.06
1	300	Public	1412	PERNICIARO, DEBBIE	20.00	1,600.00	14.60	8.80		286.40	21.23	90.79	2,021.82
1	300	Public	1575	Robinson, Colin	15.00	1,260.00	14.60	8.80		225.54	18.10	77.37	1,604.41
1	300	Public	1577	Rushing, Christopher	16.00	1,470.00	14.60	8.80		263.13	21.17	90.51	1,868.21
1	300	Public	1155	SWANIER, MITCHELL	20.00	1,594.60	14.60	8.80		285.43	22.92	98.02	2,024.37
1	300	Public	1542	Vanney, Ronnie	37.50	3,000.00	14.60	8.80		537.00	43.30	185.15	3,788.85
1	300	Public	1586	Wahl, Trenten	16.00	1,280.00				229.12	18.56	79.36	1,607.04
1	300	Public	1567	Wilson, Daniel	16.00	1,280.00		8.80		229.12	18.41	78.73	1,615.06

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City of Bay St Louis (48853)

Pa

Item # 23.

From: 07/12/2024 Through:

Department - Name - Current: Parks and Recreation

<u>Fund</u>	<u>Dept</u>	<u>Dept Name</u>	<u>Emp#</u>	<u>Last, First</u>	<u>Rate</u>	<u>Gross</u>	<u>Dental</u>	<u>Life</u>	<u>Health</u>	<u>PERS</u>	<u>Medi</u>	<u>SS</u>	<u>Total</u>
1	302	Parks and	1564	Bates, Luke	15.00	1,200.00	14.60	8.80		214.80	17.20	73.55	1,528.95
1	302	Parks and	1583	Garriga, Brent	26.44	2,115.38	14.60	8.80		378.65	30.37	129.84	2,677.64
1	302	Parks and	1161	THOMAS, ARCHIE	17.60	1,408.00	14.60	8.80		252.03	20.01	85.56	1,789.00

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City of Bay St Louis (48853)

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Item # 23.

From: 07/12/2024 Through:

Group Total Records: 107

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City of Bay St Louis (48853)

From: 07/12/2024 Through:

Fund - Code - Current: 400

Department - Name - Current: Administration

<u>Fund</u>	<u>Dept</u>	<u>Dept Name</u>	<u>Emp#</u>	<u>Last, First</u>	<u>Rate</u>	<u>Gross</u>	<u>Dental</u>	<u>Life</u>	<u>Health</u>	<u>PERS</u>	<u>Medi</u>	<u>SS</u>	<u>Total</u>
400	120	Administrat	1339	GARCIA, LINDA	22.43	1,794.40	14.60	8.80		321.20	24.39	104.28	2,267.67
400	120	Administrat	1587	Jenkins, Elana	15.00	772.50				138.28	11.20	47.90	969.88
400	120	Administrat	1530	Johnson, Tynisha	17.20	1,376.00	14.60	8.80		246.30	19.88	84.99	1,750.57

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City of Bay St Louis (48853)

From: 07/12/2024 Through:

Department - Name - Current: Operations

<u>Fund</u>	<u>Dept</u>	<u>Dept Name</u>	<u>Emp#</u>	<u>Last, First</u>	<u>Rate</u>	<u>Gross</u>	<u>Dental</u>	<u>Life</u>	<u>Health</u>	<u>PERS</u>	<u>Medi</u>	<u>SS</u>	<u>Total</u>
400	700	Operations	1439	ALLEN, MARQUES	22.00	1,760.00	14.60	8.80		315.04	24.96	106.74	2,230.14
400	700	Operations	1565	Byrd, Grant	20.00	1,600.00	14.60	8.80		286.40	23.03	98.45	2,031.28
400	700	Operations	1295	CONWAY, QUENTIN	21.50	1,720.01	14.60	8.80		307.88	24.40	104.32	2,180.01
400	700	Operations	1566	Galloway, Reion	17.00	1,700.00	14.60	8.80		304.30	23.88	102.11	2,153.69
400	700	Operations	1391	LACY, MATTHEW	17.00	1,360.00	14.60	8.80		243.44	19.30	82.53	1,728.67
400	700	Operations	1510	Legendre, Jaycen	18.00	1,431.18	14.60	8.80		256.18	20.10	85.94	1,816.80
400	700	Operations	1521	Legendre, Kase	17.00	1,360.00	14.60	8.80		243.44	19.13	81.81	1,727.78
400	700	Operations	1380	MCPHEARSON, THOMAS	19.25	1,540.00	14.60	8.80		275.66	21.89	93.60	1,954.55
400	700	Operations	1214	Richardson, Cory	18.00	1,440.00	14.60	8.80		257.76	20.83	89.06	1,831.05
400	700	Operations	1180	SUMMERS, CARL	22.00	1,760.00	14.60	8.80		315.04	23.98	102.55	2,224.97
400	700	Operations	1175	THOMS, STEPHEN	22.00	1,870.00	14.60	8.80		334.73	26.66	113.98	2,368.77

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City of Bay St Louis (48853)

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From: 07/12/2024 Through:

Group Total Records: 14

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City of Bay St Louis (48853)

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Item # 23.

From: 07/12/2024 Through:

Fund - Code - Current: 450

Department - Name - Current: Administration

<u>Fund</u>	<u>Dept</u>	<u>Dept Name</u>	<u>Emp#</u>	<u>Last, First</u>	<u>Rate</u>	<u>Gross</u>	<u>Dental</u>	<u>Life</u>	<u>Health</u>	<u>PERS</u>	<u>Medi</u>	<u>SS</u>	<u>Total</u>
450	120	Administrat	1074	CAUGHLIN, DUANE	22.93	1,834.38	14.60	8.80		328.35	25.21	107.79	2,319.13
450	120	Administrat	1440	Draper, Julia	16.00	1,280.00	14.60	3.52		229.12	17.81	76.14	1,621.19
450	120	Administrat	1210	Forstall, Stephen	16.01	1,360.85				243.59	18.72	80.05	1,703.21
450	120	Administrat	1486	Hales, Sean	26.65	2,131.81	14.60	8.80		381.59	28.91	123.60	2,689.31
450	120	Administrat	1476	LeBlanc, Darrin	15.00	1,715.63	14.60	8.80		307.10	23.65	101.12	2,170.90
450	120	Administrat	1562	Machael, Paul	13.00	955.50				171.03	13.85	59.24	1,199.62
450	120	Administrat	1351	White, Derek	16.00	1,932.00	14.60	8.80		345.83	27.70	118.44	2,447.37
450	120	Administrat	1581	Wills, Aaron	15.00	1,440.00	14.60	8.80		257.76	20.88	89.28	1,831.32

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City of Bay St Louis (48853)

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From: 07/12/2024 Through:

Group Total Records: 8

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City of Bay St Louis (48853)

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Item # 23.

From: 07/12/2024 Through:

236,295.59 1,635.20 1,006.33 550.29 42,279.51 3,307.99 14,144.51 299,219.42

Report Total Records: 129



July 16, 2024

CERTIFICATION

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

- Claims Docket 07/16/2024_24-037 - \$ 616,514.63

A handwritten signature in blue ink, appearing to read "Michael Reso".

Michael Reso
City Clerk
City of Bay St. Louis

AIA[®] Document A101[®] – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the day of July in the year 2024
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

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

and the Contractor:
(Name, legal status, address and other information)

David Rush Construction, LLC
18391 Runnymede Rd
Pass Christian, MS 39571

for the following Project:
(Name, location and detailed description)

Court St. Community Center Repairs
Bay St. Louis, MS

The Architect:
(Name, legal status, address and other information)

MP Design Group, PLLC
918 Howard Ave. Ste. F
Biloxi, MS 39532

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101@–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201@–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

The date of this Agreement.

A date set forth in a notice to proceed issued by the Owner.

Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

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(Check one of the following boxes and complete the necessary information.)

Not later than () calendar days from the date of commencement of the Work.

By the following date: November 29, 2024

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Nine Hundred Fifty-one Thousand Four Hundred Dollars and Zero Cents (\$ 951,400.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Alternate 1 - Replacing Glazing Panels	
Alternate 2 - Replace HVAC Wood Louvers with Aluminum	\$15,000
Alternate 4 - Replace existing railing and replace with aluminum railings	\$23,000
	\$153,400

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.3 Allowances, if any, included in the Contract Sum: (Identify each allowance.)

Item	Price
General Contingency Allowance	\$100,000

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
2x6 IPE Decking, Fasteners, and Installation	LF	\$20
L 1-1/2x5x1/4 Galvanized Steel Angle and Installation	LF	\$60

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

\$500 per calendar day

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§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

ARTICLE 5 PAYMENTS**§ 5.1 Progress Payments**

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 5 day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 30 day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- 1 That portion of the Contract Sum properly allocable to completed Work;
- 2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- 3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- 1 The aggregate of any amounts previously paid by the Owner;
- 2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- 3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- 4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- 5 Retainage withheld pursuant to Section 5.1.7.

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§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

10%

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201-2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- 1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- 2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

%

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ARTICLE 6 DISPUTE RESOLUTION**§ 6.1 Initial Decision Maker**

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

- Arbitration pursuant to Section 15.4 of AIA Document A201-2017
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201-2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

MP Design Group
918 Howard Ave. Ste. F
Biloxi, MS 39532

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§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

David Rush Construction, LLC
18391 Runnymede Rd
Pass Christian, MS 39571

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™-2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- 1 AIA Document A101™-2017, Standard Form of Agreement Between Owner and Contractor
- 2 AIA Document A101™-2017, Exhibit A, Insurance and Bonds
- 3 AIA Document A201™-2017, General Conditions of the Contract for Construction
- 4 Building information modeling exhibit, dated as indicated below:
(Insert the date of the building information modeling exhibit incorporated into this Agreement.)

5 Drawings

Number	Title	Date
Sheets 1 thru 25 IFC Set Rev. 0	Court St. Community Center Repairs	May 9, 2024

6 Specifications

Section	Title	Date	Pages
Specification Booklet IFC set, Rev 0	Court St. Community Center Repairs	May 9, 2024	1 thru 166

7 Addenda, if any:

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Number	Date	Pages
Addendum 1	June 5, 2024	29 pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

The Sustainability Plan:

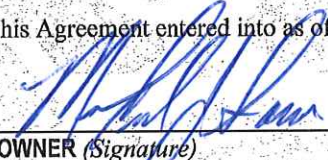
Title	Date	Pages
--------------	-------------	--------------

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Addendum to City of Bay St. Louis Contract	Addendum		4

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement entered into as of the day and year first written above.



OWNER (Signature)
 Mike Favre Mayor

 (Printed name and title)

 6/28/24

CONTRACTOR (Signature)
 David Rush Managing Member

 (Printed name and title)

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ADDENDUM TO CITY OF BAY ST. LOUIS CONTRACT

This Addendum between the City of Bay St. Louis, Mississippi (“BSL”) and David Rush Construction, LLC (“Contractor”) is an integral part of the contract. Contractor acknowledges that BSL is a governmental entity and is subject to the laws of the State of Mississippi governing actions of governmental bodies. Contractor further acknowledges that BSL does not waive, relinquish or forfeit any of the rights, benefits, protections, guaranties or prohibitions that may be provided under any law, statute, regulation or policy. The parties agree that this Addendum is incorporated into the contract and agree that should any provision of the contract conflict with this Addendum, the terms of the Addendum control.

1. BSL contracts are governed by the laws of the State of Mississippi. Any provision that purports to set venue outside of the State of Mississippi is deleted.

U.S. Const. Amend XI; Miss. Code Ann. § 11-11-3; Miss. Code Ann. § 11-45-1; City of Jackson v. Wallace, 196 So. 223 (1940); Miss. AG Op., Clark (June 2, 2002); Miss. AG Op., Nowak (November 19, 2005).

2. BSL does not waive its sovereign immunity. BSL shall only be responsible for liability resulting from the negligent actions of its officers, agents, and employees acting within the course and scope of their official duties.

Miss. Code Ann. § 11-46-1, et seq.

3. BSL does not waive its Constitutional Eleventh (11th) Amendment immunity.

U.S. Const. Amend. XI.

4. Any reference to BSL waiving its right to a trial by jury are deleted.

Miss. AG Op., Chamberlin (October 18, 2002).

5. BSL does not agree to any provisions wherein the credit of the State of Mississippi is pledged or loaned in aid of any person, association, or corporation.

Miss. Const. Art. 14 § 258; Miss. AG Op., Stringer (January 25, 2006).

6. Any reference to payment of attorney’s fees by BSL are deleted.

Miss. AG Op., Nowak (January 23, 2009); Miss. AG Op., Stringer (January 25, 2006).

7. BSL does not agree to pay extra compensation, fees, or allowances after service rendered or contract made, or for any payment not authorized by law.

Miss. Const. Art. 4, § 96; Miss. AG Op., Stringer (January 25, 2006).

8. Any references to BSL limiting BSL's damages to the contract price or any other set amount are deleted.

Miss. Const. Art. 4 § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).
9. Any references to BSL indemnifying or holding harmless the Contractor or any other party are deleted.

Miss. Const. Art. 4 § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).
10. Any provisions limiting the time for BSL to pursue legal action are deleted.

Miss. Const. Art. 4 § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).
11. Any reference to BSL waiving any cause of action it may have against Contractor or any other party as a result of Contractor's breach of the contract, or Contractor's own negligence or willful misconduct or the negligence or willful misconduct of Contractor's employees or agents are deleted.

Miss. Const. Art. 4 § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).
12. Any reference to BSL limiting damages, remedies or waiving any claim are deleted.

Miss. Const. Art. 4 § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).
13. Any provisions giving the Contractor exclusive control over litigation are deleted. BSL does not agree that Contractor may represent, prosecute or defend legal actions in the name of BSL.
14. Any references to BSL submitting to binding arbitration are deleted.

Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002)
15. With the exception of any expressed limitation of remedies for breach of implied warranties of merchantability and fitness for a particular purpose concerning computer software and services performed on computer hardware and computer software, which are sold between merchants, any provisions which would limit the Contractor's liability to BSL or allow Contractor to waive any applicable warranties (express or implied) are deleted.

Miss. Const. Art. 4 § 100; Miss. Code Ann. §75-2-719; Miss. AG Op., Clark (June 2, 2002); Miss. AG Op., Chamberlin (October 18, 2002); Miss. AG Op., Long (February 22, 2009).

16. Any references to BSL limiting or waiving any common law warranty are deleted.

Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).

17. BSL does not make any warranty.

Miss. Const. Art. 4, § 100; Miss. AG Op., Clark (June 7, 2002); Miss. AG Op., Chamberlin (October 18, 2002).

18. BSL will deliver payments to Contractor. Any provision that requires BSL pay Contractor any late charges is governed by Miss. Code Ann. § 31-7-305.

19. BSL is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act, Miss. Code Ann. § 25-61-1, et seq., and the Mississippi Accountability and Transparency Act of 2008, Miss. Code. Ann. § 27-104-151, et seq.

20. Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Miss. Code Ann. § 71-11-1, et seq., and will register and participate in the status verification system for all newly hired employees. Any provision penalizing BSL for hiring an employee who works for the Contractor is deleted.

21. The continuance of any BSL contract is based on the availability of funds. Should there be no funds available for any succeeding funding period; the contract will be cancelled as of the end of the funding period with no further obligation on the part of BSL. This contract is cancellable with thirty (30) days' notice to the vendor at the end of the fiscal period if the event funds are not appropriated by the funding authority. (Any property covered by a lease shall be returned to lessor).

22. Any provision requiring BSL to name the contractor as an additional insured is deleted.

23. Neither party may assign its rights or delegate its duties under the contract without the prior written consent of the other party, which shall not be unreasonably withheld.

24. Contractor recognizes that BSL, as a political subdivision of the State of Mississippi, enters into this contract only to the extent authorized by Mississippi law.

25. Contractor acknowledges that the individual executing the contract on behalf of BSL is doing so only in his/her official capacity only, and to the extent that any provision contained in the contract exceeds his/her authority, Contractor agrees that it will not look to that individual in his/her personal capacity or otherwise seek to hold him/her individually liable for exceeding such authority.

CONTRACTOR

BY: David Rush
(Original Signature of Principal or General Agent)

NAME/TITLE David Rush, Managing Member

COMPANY: David Rush Construction, LLC

DATE: 6/28/24

CITY OF BAY ST. LOUIS, MISSISSIPPI

BY: Michael J. Favre
Michael J. Favre, Mayor

DATE: 7-3-24

87509772.v1

AIA Document A312™ - 2010

Performance Bond

CONTRACTOR:
(Name, legal status and address)
David Rush Construction, LLC
18391 Runnymede Road
Pass Christian, MS 39571

SURETY:
(Name, legal status and principal place of business)
Atlantic Specialty Insurance Company
605 Highway 169 North, Suite 800
Plymouth, MN 55441

OWNER:
(Name, legal status and address)
City of Bay St. Louis
688 Hwy 90
Bay St. Louis, MS 39520
CONSTRUCTION CONTRACT
Date:

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification. Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Amount: \$951,400.00

Description:
(Name and location)
Court Street Community Center Repairs
Bay St. Louis, Mississippi

BOND
Date:
(Not earlier than Construction Contract Date)

Amount: \$951,400.00
Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
David Rush Construction, LLC
Signature: *David Rush*
Name and Title: *David Rush managing member*
(Any additional signatures appear on the last page of this Performance Bond.)

SURETY
Company: *(Corporate Seal)*
Atlantic Specialty Insurance Company
Signature: *Susan Skrmetta*
Name and Title: *Susan Skrmetta, Attorney-in-Fact*



(FOR INFORMATION ONLY — Name, address and telephone)
AGENT or BROKER:
Cadence Insurance
2909 13th Street, 4th Floor, Gulfport, MS 39501

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)
M P Design Group, PLLC
1641 Popps Ferry Rd, Suite A-4
Biloxi, MS

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____
(Corporate Seal)

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____

Signature: _____
Name and Title: _____

Address: _____

Address: _____

AIA[®] Document A312™ – 2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)

David Rush Construction, LLC
18391 Runnymede Road
Pass Christian, MS 39571

SURETY:

(Name, legal status and principal place of business)

Atlantic Specialty Insurance Company
605 Highway 169 North, Suite 800
Plymouth, MN 55441

OWNER:

(Name, legal status and address)

City of Bay St. Louis
688 Hwy 90
Bay St. Louis, MS 39520

CONSTRUCTION CONTRACT

Date:

Amount: \$951,400.00

Description:

(Name and location)

Court Street Community Center Repairs
Bay St. Louis, Mississippi 39520

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification. Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND

Date:


(Not earlier than Construction Contract Date)

Amount: \$951,400.00

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*
David Rush Construction, LLC

Signature: 
Name and Title: *David Rush*
managing member

(Any additional signatures appear on the last page of this Payment Bond.)

SURETY

Company: *(Corporate Seal)*
Atlantic Specialty Insurance Company

Signature: 
Name and Title: Susan Skrmetta, Attorney-in-Fact

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Cadence Insurance
2909 13th Street, 4th Floor,
Gulfport, MS 39501

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

M P Design Group, PLLC
1641 Popps Ferry Rd, Suite A-4
Biloxi, MS

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____ *(Corporate Seal)*

Company: _____ *(Corporate Seal)*

Signature: _____
Name and Title: _____
Address: _____

Signature: _____
Name and Title: _____
Address: _____



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Debbie Dunaway, Dewey Mason, James Eley Brashier, Jim E. Brashier, Julie C Livingston, Kathleen Scarborough, Patrick Mason, Susan Skrmetta, Troy P. Wagener**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.


Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

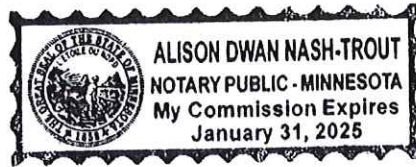
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.



By 
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.




Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated _____ day of _____, _____.




Kara L.B. Barrow, Secretary

This Power of Attorney expires
January 31, 2025

CERTIFICATE OF INSURANCE

This certificate is issued for informational purposes only. It certifies that the policies listed in this document have been issued to the Named Insured. It does not grant any rights to any party nor can it be used, in any way, to modify coverage provided by such policies. Alteration of this certificate does not change the terms, exclusions or conditions of such policies. Coverage is subject to the provisions of the policies, including any exclusions or conditions, regardless of the provisions of any other contract, such as between the certificate holder and the Named Insured. The limits shown below are the limits provided at the policy inception. Subsequent paid claims may reduce these limits.

Certificate Holder: CITY OF BAY ST. LOUIS 688 HIGHWAY 90 BAY ST LOUIS, MS 39520-2715	Named Insured: DAVID RUSH CONST LLC 18396 RUNNYMEDE RD PASS CHRISTIAN MS 39571-8896
--	---

Automobile Liability			
Insurer Name: Allstate Insurance Company			
Policy Number: 648533820			
<input type="checkbox"/> 1 – Any Auto	<input type="checkbox"/> 2 – Owned Autos Only	<input type="checkbox"/> 3 – Owned Priv. Pass. Autos Only	
<input type="checkbox"/> 4 – Owned Autos Other Than Priv. Pass. Autos Only	<input type="checkbox"/> 5 – Owned Autos Subject to No Fault	<input type="checkbox"/> 6 – Owned Autos Subject to a Compulsory UM Law	
<input checked="" type="checkbox"/> 7 – Specifically Described Autos	<input type="checkbox"/> 8 – Hired Autos Only	<input checked="" type="checkbox"/> 9 – Non-owned Autos Only	
Policy Effective Date: 12-01-2023		Policy Expiration Date: 12-01-2024	
Limits Of Insurance:	\$ 1,000,000	Combined Single Limit (each accident)	
	BI Per Person	BI Per Accident	PD Per Accident
Description of Operations/Locations/Vehicles/Endorsements/Special Provisions			
COURT ST. COMMUNITY CENTER REPAIRS 122 COURT ST BAY ST LOUIS, MS 39520			

Interested Party Type: CERTIFICATE HOLDER
THIS CERTIFICATE DOES NOT GRANT ANY COVERAGE OR RIGHTS TO THE CERTIFICATE HOLDER. IF THIS CERTIFICATE INDICATES THAT THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED, THE POLICY(IES) MUST EITHER BE ENDORSED OR CONTAIN SPECIFIC LANGUAGE PROVIDING THE CERTIFICATE HOLDER WITH ADDITIONAL INSURED STATUS. THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ONLY TO THE EXTENT INDICATED IN SUCH POLICY LANGUAGE OR ENDORSEMENT.

Producer: BRENAN COMPRETTE	
Authorized Representative: 	
Date: 06-27-24	

Includes copyrighted material of Insurance Services Office, Inc., with its permission

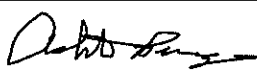
CERTIFICATE OF INSURANCE

This certificate is issued for informational purposes only. It certifies that the policies listed in this document have been issued to the Named Insured. It does not grant any rights to any party nor can it be used, in any way, to modify coverage provided by such policies. Alteration of this certificate does not change the terms, exclusions or conditions of such policies. Coverage is subject to the provisions of the policies, including any exclusions or conditions, regardless of the provisions of any other contract, such as between the certificate holder and the Named Insured. The limits shown below are the limits provided at the policy inception. Subsequent paid claims may reduce these limits.

Certificate Holder: MP DESIGN GROUP, PLLC 918 HOWARD AVE STE F BILOXI, MS 39530-4118	Named Insured: DAVID RUSH CONST LLC 18396 RUNNYMEDE RD PASS CHRISTIAN MS 39571-8896
--	---

Automobile Liability			
Insurer Name: Allstate Insurance Company			
Policy Number: 648533820			
<input type="checkbox"/> 1 – Any Auto	<input type="checkbox"/> 2 – Owned Autos Only	<input type="checkbox"/> 3 – Owned Priv. Pass. Autos Only	
<input type="checkbox"/> 4 – Owned Autos Other Than Priv. Pass. Autos Only	<input type="checkbox"/> 5 – Owned Autos Subject to No Fault	<input type="checkbox"/> 6 – Owned Autos Subject to a Compulsory UM Law	
<input checked="" type="checkbox"/> 7 – Specifically Described Autos	<input type="checkbox"/> 8 – Hired Autos Only	<input checked="" type="checkbox"/> 9 – Non-owned Autos Only	
Policy Effective Date: 12-01-2023		Policy Expiration Date: 12-01-2024	
Limits Of Insurance:	\$ 1,000,000	Combined Single Limit (each accident)	
	BI Per Person	BI Per Accident	PD Per Accident
Description of Operations/Locations/Vehicles/Endorsements/Special Provisions			
COURT ST. COMMUNITY CENTER REPAIRS 122 COURT ST BAY ST. LOUIS, MS 39520			

Interested Party Type: CERTIFICATE HOLDER
THIS CERTIFICATE DOES NOT GRANT ANY COVERAGE OR RIGHTS TO THE CERTIFICATE HOLDER. IF THIS CERTIFICATE INDICATES THAT THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED, THE POLICY(IES) MUST EITHER BE ENDORSED OR CONTAIN SPECIFIC LANGUAGE PROVIDING THE CERTIFICATE HOLDER WITH ADDITIONAL INSURED STATUS. THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ONLY TO THE EXTENT INDICATED IN SUCH POLICY LANGUAGE OR ENDORSEMENT.

Producer: BRENAN COMPRETTA	
Authorized Representative: 	
Date: 06-27-24	

Includes copyrighted material of Insurance Services Office, Inc., with its permission



CERTIFICATE OF LIABILITY INSURANCE

Item # 25.

DATE (MM/DD/YYYY)
6/26/2024

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

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

PRODUCER AssuredPartners Gulf Coast- Hattiesburg 6798 US Highway 98 W, Suite 20 Hattiesburg MS 39402	CONTACT NAME: Mark Cruthirds PHONE (A/C, No, Ext): 601-544-3300 FAX (A/C, No): 601-544-3341 E-MAIL ADDRESS: Mark.Cruthirds@assuredpartners.com	
	INSURER(S) AFFORDING COVERAGE License#: BR-861671 DAVIRUS-01	NAIC # INSURER A : AmFed Casualty Insurance Company 11963 INSURER B : Crum & Forster Insurance Company 42471 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 200094598 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		APP#GLO092267	11/8/2023	11/8/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		XOBW9848023	11/8/2023	11/8/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A	WC123-6005155	5/2/2023	5/2/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
General Liability Policy includes blanket additional insured (CG 20 33, 12/19) and waiver of subrogations (CG 24 04, 12/19) as required by written contract. Excess Policy follows form.
- Project Name: 0317.23.002 Court Street Community Center Repairs
- Location: 122 Court St., Bay St. Louis, Mississippi 39520

CERTIFICATE HOLDER **CANCELLATION**

City of Bay St. Louis 688 Highway 90 Bay St. Louis MS 39520	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---



EVIDENCE OF PROPERTY INSURANCE

Item # 25.

DATE (MM/DD/YYYY)
06/28/2024

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

AGENCY ASSUREDPARTNERS GULF COAST INS AGENCY LLC PO BOX 15069 HATTIESBURG, MS 39404		PHONE (A/C. No. Ext): +1 228 206 6471	COMPANY American Zurich Insurance Company	
FAX (A/C. No.):	E-MAIL ADDRESS: angel.pellegal@assuredpartners.com			
CODE: 13399118	SUB CODE:			
AGENCY CUSTOMER ID #:		LOAN NUMBER		POLICY NUMBER BR78054655
INSURED David Rush Construction LLC 18391 Runnymede Rd. Pass Christian, MS 39571		EFFECTIVE DATE 07/05/2024	EXPIRATION DATE 01/05/2025	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:				

PROPERTY INFORMATION

LOCATION/DESCRIPTION
122 Court St.
Bay St. Louis, MS 39520

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

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Builders Risk Coverage Form		\$5,000
Renovations and Improvements	\$951,400	
All Covered Property at all Locations	\$951,400	

REMARKS (Including Special Conditions)

Named Storm Deductible 3%

CANCELLATION

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

ADDITIONAL INTEREST

NAME AND ADDRESS City of Bay St Louis 688 Hwy. 90 Bay St Louis, MS 39520	MORTGAGEE	<input checked="" type="checkbox"/>	ADDITIONAL INSURED
	LOSS PAYEE	<input type="checkbox"/>	
	LOAN #		
AUTHORIZED REPRESENTATIVE			

CERTIFICATE OF INSURANCE

This certificate is issued for informational purposes only. It certifies that the policies listed in this document have been issued to the Named Insured. It does not grant any rights to any party nor can it be used, in any way, to modify coverage provided by such policies. Alteration of this certificate does not change the terms, exclusions or conditions of such policies. Coverage is subject to the provisions of the policies, including any exclusions or conditions, regardless of the provisions of any other contract, such as between the certificate holder and the Named Insured. The limits shown below are the limits provided at the policy inception. Subsequent paid claims may reduce these limits.

Certificate Holder: CITY OF BAY ST. LOUIS 688 HIGHWAY 90 BAY ST LOUIS, MS 39520-2715	Named Insured: DAVID RUSH CONST LLC 18396 RUNNYMEDE RD PASS CHRISTIAN MS 39571-8896
--	---

Automobile Liability			
Insurer Name: Allstate Insurance Company			
Policy Number: 648533820			
<input type="checkbox"/> 1 – Any Auto	<input type="checkbox"/> 2 – Owned Autos Only	<input type="checkbox"/> 3 – Owned Priv. Pass. Autos Only	
<input type="checkbox"/> 4 – Owned Autos Other Than Priv. Pass. Autos Only	<input type="checkbox"/> 5 – Owned Autos Subject to No Fault	<input type="checkbox"/> 6 – Owned Autos Subject to a Compulsory UM Law	
<input checked="" type="checkbox"/> 7 – Specifically Described Autos	<input type="checkbox"/> 8 – Hired Autos Only	<input checked="" type="checkbox"/> 9 – Non-owned Autos Only	
Policy Effective Date: 12-01-2023		Policy Expiration Date: 12-01-2024	
Limits Of Insurance:	\$ 1,000,000	Combined Single Limit (each accident)	
	BI Per Person	BI Per Accident	PD Per Accident
Description of Operations/Locations/Vehicles/Endorsements/Special Provisions			
COURT ST. COMMUNITY CENTER REPAIRS 122 COURT ST BAY ST LOUIS, MS 39520			

Interested Party Type: CERTIFICATE HOLDER THIS CERTIFICATE DOES NOT GRANT ANY COVERAGE OR RIGHTS TO THE CERTIFICATE HOLDER. IF THIS CERTIFICATE INDICATES THAT THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED, THE POLICY(IES) MUST EITHER BE ENDORSED OR CONTAIN SPECIFIC LANGUAGE PROVIDING THE CERTIFICATE HOLDER WITH ADDITIONAL INSURED STATUS. THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ONLY TO THE EXTENT INDICATED IN SUCH POLICY LANGUAGE OR ENDORSEMENT.

Producer: BRENNAN COMPRETTA	
Authorized Representative:	
Date: 06-27-24	

Includes copyrighted material of Insurance Services Office, Inc., with its permission

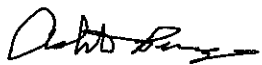
CERTIFICATE OF INSURANCE

This certificate is issued for informational purposes only. It certifies that the policies listed in this document have been issued to the Named Insured. It does not grant any rights to any party nor can it be used, in any way, to modify coverage provided by such policies. Alteration of this certificate does not change the terms, exclusions or conditions of such policies. Coverage is subject to the provisions of the policies, including any exclusions or conditions, regardless of the provisions of any other contract, such as between the certificate holder and the Named Insured. The limits shown below are the limits provided at the policy inception. Subsequent paid claims may reduce these limits.

Certificate Holder: MP DESIGN GROUP, PLLC 918 HOWARD AVE STE F BILOXI, MS 39530-4118	Named Insured: DAVID RUSH CONST LLC 18396 RUNNYMEDE RD PASS CHRISTIAN MS 39571-8896
--	---

Automobile Liability			
Insurer Name: Allstate Insurance Company			
Policy Number: 648533820			
<input type="checkbox"/> 1 – Any Auto	<input type="checkbox"/> 2 – Owned Autos Only	<input type="checkbox"/> 3 – Owned Priv. Pass. Autos Only	
<input type="checkbox"/> 4 – Owned Autos Other Than Priv. Pass. Autos Only	<input type="checkbox"/> 5 – Owned Autos Subject to No Fault	<input type="checkbox"/> 6 – Owned Autos Subject to a Compulsory UM Law	
<input checked="" type="checkbox"/> 7 – Specifically Described Autos	<input type="checkbox"/> 8 – Hired Autos Only	<input checked="" type="checkbox"/> 9 – Non-owned Autos Only	
Policy Effective Date: 12-01-2023		Policy Expiration Date: 12-01-2024	
Limits Of Insurance:	\$ 1,000,000	Combined Single Limit (each accident)	
	BI Per Person	BI Per Accident	PD Per Accident
Description of Operations/Locations/Vehicles/Endorsements/Special Provisions			
COURT ST. COMMUNITY CENTER REPAIRS 122 COURT ST BAY ST. LOUIS, MS 39520			

Interested Party Type: CERTIFICATE HOLDER
THIS CERTIFICATE DOES NOT GRANT ANY COVERAGE OR RIGHTS TO THE CERTIFICATE HOLDER. IF THIS CERTIFICATE INDICATES THAT THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED, THE POLICY(IES) MUST EITHER BE ENDORSED OR CONTAIN SPECIFIC LANGUAGE PROVIDING THE CERTIFICATE HOLDER WITH ADDITIONAL INSURED STATUS. THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ONLY TO THE EXTENT INDICATED IN SUCH POLICY LANGUAGE OR ENDORSEMENT.

Producer: BRENAN COMPRETTE	
Authorized Representative: 	
Date: 06-27-24	

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CERTIFICATE OF LIABILITY INSURANCE

Item # 25.

DATE (MM/DD/YYYY)

6/26/2024

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

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

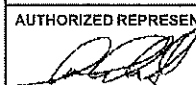
PRODUCER AssuredPartners Gulf Coast- Hattiesburg 6798 US Highway 98 W, Suite 20 Hattiesburg MS 39402 License#: BR-861671 DAVIRUS-01	CONTACT NAME: Mark Cruthirds PHONE (A/C, No, Ext): 601-544-3300 FAX (A/C, No): 601-544-3341 E-MAIL ADDRESS: Mark.Cruthirds@assuredpartners.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Crum & Forster Insurance Company</td> <td>42471</td> </tr> <tr> <td>INSURER B : AmFed Casualty Insurance Company</td> <td>11963</td> </tr> <tr> <td>INSURER C : Crum & Forster Specialty Insurance</td> <td>44520</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Crum & Forster Insurance Company	42471	INSURER B : AmFed Casualty Insurance Company	11963	INSURER C : Crum & Forster Specialty Insurance	44520	INSURER D :		INSURER E :		INSURER F :
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INSURER B : AmFed Casualty Insurance Company	11963													
INSURER C : Crum & Forster Specialty Insurance	44520													
INSURER D :														
INSURER E :														
INSURER F :														

COVERAGES CERTIFICATE NUMBER: 1812778392 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		GLO101539	11/8/2023	11/8/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		XOBW9848023	11/8/2023	11/8/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N/A	WC124-6005155	5/2/2024	5/2/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
General Liability Policy includes Additional Insured (CG 20 33, 12/19), Primary and Non-Contributory (CFSIC GL 1002, 9/20), and Waiver of Subrogation (CG 24 04, 12/19) extended, as is required by written contract. Excess Policy follows form.
David Rush is excluded on the Workers Compensation policy.
- Project Name: 0317.23.002 Court Street Community Center Repairs
- Location: 122 Court St., Bay St. Louis, Mississippi 39520

CERTIFICATE HOLDER MP Design Group 918 Howard Avenue Suite F Biloxi MS 39530	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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EVIDENCE OF PROPERTY INSURANCE

Item # 25.

DATE (MM/DD/YYYY)
06/28/2024

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

AGENCY ASSUREDPARTNERS GULF COAST INS AGENCY LLC PO BOX 15069 HATTIESBURG, MS 39404		PHONE (A/C, No, Ext): +1 228 206 6471	COMPANY American Zurich Insurance Company	
FAX (A/C, No):	E-MAIL ADDRESS: angel.pellegal@assuredpartners.com			
CODE: 13399118	SUB CODE:			
AGENCY CUSTOMER ID #:		LOAN NUMBER		POLICY NUMBER BR78054655
INSURED David Rush Construction LLC 18391 Runnymede Rd. Pass Christian, MS 39571		EFFECTIVE DATE 07/05/2024	EXPIRATION DATE 01/05/2025	<input type="checkbox"/> CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:				

PROPERTY INFORMATION

LOCATION/DESCRIPTION
122 Court St.
Bay St. Louis, MS 39520

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

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS	AMOUNT OF INSURANCE	DEDUCTIBLE
Builders Risk Coverage Form		\$5,000
Renovations and Improvements	\$951,400	
All Covered Property at all Locations	\$951,400	

REMARKS (Including Special Conditions)

Named Storm Deductible 3%

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

ADDITIONAL INTEREST

NAME AND ADDRESS City of Bay St Louis 688 Hwy. 90 Bay St Louis, MS 39520	MORTGAGEE	<input checked="" type="checkbox"/>	ADDITIONAL INSURED
	LOSS PAYEE	<input type="checkbox"/>	
	LOAN #		
AUTHORIZED REPRESENTATIVE			

AIA[®] Document A312[™] – 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

David Rush Construction, LLC
18391 Runnymede Road
Pass Christian, MS 39571

SURETY:

(Name, legal status and principal place of business)

Atlantic Specialty Insurance Company
605 Highway 169 North, Suite 800
Plymouth, MN 55441

OWNER:

(Name, legal status and address)

City of Bay St. Louis
688 Hwy 90
Bay St. Louis, MS 39520

CONSTRUCTION CONTRACT

Date:

Amount: \$951,400.00

Description:

(Name and location)

Court Street Community Center Repairs
Bay St. Louis, Mississippi

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$951,400.00

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

David Rush Construction, LLC

Signature: 

Name and Title: David Rush

managing member

(Any additional signatures appear on the last page of this Performance Bond.)

SURETY

Company: *(Corporate Seal)*

Atlantic Specialty Insurance Company

Signature: 

Name and Title: Susan Skrmetta, Attorney-in-Fact

Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Cadence Insurance
2909 13th Street, 4th Floor, Gulfport,
MS 39501

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

M P Design Group, PLLC
1641 Popps Ferry Rd, Suite A-4
Biloxi, MS

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.



§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____ *(Corporate Seal)*

Company: _____ *(Corporate Seal)*

Signature: _____
Name and Title: _____

Signature: _____
Name and Title: _____

Address: _____

Address: _____

Init.

User Notes:

AIA[®] Document A312[™] – 2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)

David Rush Construction, LLC
18391 Runnymede Road
Pass Christian, MS 39571

SURETY:

(Name, legal status and principal place of business)

Atlantic Specialty Insurance Company
605 Highway 169 North, Suite 800
Plymouth, MN 55441

OWNER:

(Name, legal status and address)

City of Bay St. Louis
688 Hwy 90
Bay St. Louis, MS 39520

CONSTRUCTION CONTRACT

Date:

Amount: \$951,400.00

Description:

(Name and location)

Court Street Community Center Repairs
Bay St. Louis, Mississippi 39520

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND

Date:

(Not earlier than Construction Contract Date)

Amount: \$951,400.00

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*

David Rush Construction, LLC

Signature:

David Rush
Name and *David Rush*
Title: *managing member*

(Any additional signatures appear on the last page of this Payment Bond.)

SURETY

Company: *(Corporate Seal)*

Atlantic Specialty Insurance Company

Signature:

Susan Skrmetta
Name and *Susan Skrmetta*, Attorney-in-Fact
Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Cadence Insurance
2909 13th Street, 4th Floor,
Gulfport, MS 39501

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

M P Design Group, PLLC
1641 Popps Ferry Rd, Suite A-4
Biloxi, MS

Init.

User Notes:

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

Init.

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____ *(Corporate Seal)*

Company: _____ *(Corporate Seal)*

Signature: _____
Name and Title: _____
Address: _____

Signature: _____
Name and Title: _____
Address: _____

Init.

User Notes:



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Debbie Dunaway, Dewey Mason, James Eley Brashier, Jim E. Brashier, Julie C Livingston, Kathleen Scarborough, Patrick Mason, Susan Skrmetta, Troy P. Wagener**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

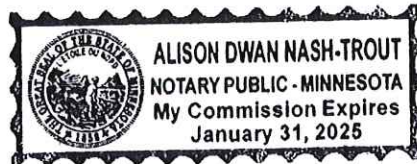
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.



By 
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.




Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated _____ day of _____, _____.




Kara L.B. Barrow, Secretary

This Power of Attorney expires
January 31, 2025

00_PAYROLL WAGE & HOURS REPORT_REVISIED 2

City of Bay St Louis (48853)

Pa Item # 26.

From: 07/12/2024 Through:

Fund - Code - Current: 1

Department - Name - Current: Council

<u>EMP#</u>	<u>EMPLOYEE</u>	<u>REG H</u>	<u>REG \$</u>	<u>OT/CE</u>	<u>OT \$</u>	<u>VAC H</u>	<u>VAC \$</u>	<u>PER H</u>	<u>PERS \$</u>	<u>SICKH</u>	<u>SICK \$</u>	<u>OTH</u>	<u>OTH \$</u>	<u>HOURS</u>	<u>WAGES \$</u>
1357	Bourgeois,	59.00	1,129.85	0.00				5.00	95.75			16	306.40	80.00	\$1,532.00
1377	DESALVO,	80.00	646.15	0.00								0	0.00	80.00	\$646.15
1375	HOFFMAN,	80.00	646.16	0.00								0	0.00	80.00	\$646.16
1374	KNOBLOCK,	80.00	646.15	0.00								0	0.00	80.00	\$646.15
1501	Lewis, Kyle	80.00	646.16	0.00								0	0.00	80.00	\$646.16
1039	Reed,	80.00	646.16	0.00								0	0.00	80.00	\$646.16
1038	Seal Jr,	80.00	692.31	0.00								0	0.00	80.00	\$692.31
1147	ZIMMERMAN,	80.00	605.21	0.00								0	0.00	80.00	\$605.21
		619.00	5,658.15	0.00				5.00	95.75			16	306.40	640.00	\$6,060.30

00_PAYROLL WAGE & HOURS REPORT_REVISIED 2

City of Bay St Louis (48853)

From: 07/12/2024 Through:

Department - Name - Current: Court

<u>EMP#</u>	<u>EMPLOYEE</u>	<u>REG H</u>	<u>REG \$</u>	<u>OT/CE</u>	<u>OT \$</u>	<u>VAC H</u>	<u>VAC \$</u>	<u>PER H</u>	<u>PERS \$</u>	<u>SICKH</u>	<u>SICK \$</u>	<u>OTH</u>	<u>OTH \$</u>	<u>HOURS</u>	<u>WAGES \$</u>
1059	BRADY, TAMMY	53.00	933.33	0.00		10.50	184.91	1.00	17.61			16	281.76	80.50	\$1,417.61
1319	MAGGIO,	173.33	1,166.66	0.00								0	0.00	173.33	\$1,166.66
1451	Mitchell,	55.00	999.35	0.00		8.00	145.36	1.00	18.17			16	290.72	80.00	\$1,453.60
1411	REYNOLDS,	64.00	1,345.28	0.00								16	336.32	80.00	\$1,681.60
		345.33	4,444.62	0.00		18.50	330.27	2.00	35.78			48	908.80	413.83	\$5,719.47

00_PAYROLL WAGE & HOURS REPORT_REVISIED 2

City of Bay St Louis (48853)

From: 07/12/2024 Through:

Department - Name - Current: Administration

<u>EMP#</u>	<u>EMPLOYEE</u>	<u>REG H</u>	<u>REG \$</u>	<u>OT/CE</u>	<u>OT \$</u>	<u>VAC H</u>	<u>VAC \$</u>	<u>PER H</u>	<u>PERS \$</u>	<u>SICKH</u>	<u>SICK \$</u>	<u>OTH</u>	<u>OTH \$</u>	<u>HOURS</u>	<u>WAGES \$</u>
1052	Black,	36.50	603.71	0.00								4	57.89	40.00	\$661.60
1219	FAVRE, JAMIE	64.50	1,465.44	0.00								16	363.52	80.50	\$1,828.96
1299	Favre,	80.00	3,091.38	0.00								0	0.00	80.00	\$3,091.38
1244	FEUERSTEIN,	61.50	1,498.14	0.00				2.50	60.90			16	389.76	80.00	\$1,948.80
1518	Fore,	66.00	1,271.82	1.13								16	308.32	83.13	\$1,580.14
1341	GONZALES,	53.25	2,013.83	0.00		3.08	116.48	1.52	57.48	2.15	81.31	20	756.36	133.25	\$3,025.46
1543	Reso,	59.00	2,769.88	0.00								21	985.89	139.00	\$3,755.77
1137	STEWART,	54.25	1,121.89	0.00		7.50	155.10					18	361.90	80.00	\$1,654.40
		475.00	13,836.09	1.13		10.58	271.58	4.02	118.38	2.15	81.31	110	3223.64	715.88	\$17,546.51

00_PAYROLL WAGE & HOURS REPORT_REVISIED 2

Pa Item # 26.

City of Bay St Louis (48853)

From: 07/12/2024 Through:

Department - Name - Current: Building and P&Z

<u>EMP#</u>	<u>EMPLOYEE</u>	<u>REG H</u>	<u>REG \$</u>	<u>OT/CE</u>	<u>OT \$</u>	<u>VAC H</u>	<u>VAC \$</u>	<u>PER H</u>	<u>PERS \$</u>	<u>SICKH</u>	<u>SICK \$</u>	<u>OTH</u>	<u>OTH \$</u>	<u>HOURS</u>	<u>WAGES \$</u>
1573	Boxx,	29.25	643.50	0.00								0	0.00	29.25	\$643.50
1502	Burke,	64.00	1,607.26	0.00								16	401.82	146.25	\$2,009.08
1522	Dauphin, Ann	64.50	1,245.50	0.25	7.24							16	308.96	80.75	\$1,561.70
1383	LADNER,	33.50	966.35	0.00		10.24	295.39					36	1045.96	80.00	\$2,307.70
1505	Owen, Frank	49.50	891.00	0.00				7.00	126.00	7.50	135.00	16	288.00	80.00	\$1,440.00
		240.75	5,353.61	0.25	7.24	10.24	295.39	7.00	126.00	7.50	135.00	85	2044.74	416.25	\$7,961.98

00_PAYROLL WAGE & HOURS REPORT_REVISIED 2

City of Bay St Louis (48853)

From: 07/12/2024 Through:

Pa Item # 26.

Department - Name - Current: GENERAL BUILDING MAINT

<u>EMP#</u>	<u>EMPLOYEE</u>	<u>REG H</u>	<u>REG \$</u>	<u>OT/CE</u>	<u>OT \$</u>	<u>VAC H</u>	<u>VAC \$</u>	<u>PER H</u>	<u>PERS \$</u>	<u>SICKH</u>	<u>SICK \$</u>	<u>OTH</u>	<u>OTH \$</u>	<u>HOURS</u>	<u>WAGES \$</u>
1556	Whitney,	64.00	1,024.00	0.00								16	256.00	80.00	\$1,280.00
-----												16	256.00	80.00	\$1,280.00

00_PAYROLL WAGE & HOURS REPORT_REVISIED 2

City of Bay St Louis (48853)

From: 07/12/2024 Through:

Department - Name - Current: Police

EMP#	EMPLOYEE	REG H	REG \$	OT/CE	OT \$	VAC H	VAC \$	PER H	PERS \$	SICKH	SICK \$	OTH	OTH \$	HOURS	WAGES \$
1085	ARMENTROUT,	86.00	2,167.20	4.00	151.20							16	403.20	106.00	\$2,721.60
1546	Bailey,	8.50	191.93	0.00								0	0.00	8.50	\$191.93
1401	CARDINALE,	64.00	1,192.96	0.00								16	298.24	80.00	\$1,491.20
1559	Cuevas, Noah	84.00	1,722.00	0.00								16	328.00	100.00	\$2,050.00
1481	Fullerton,	81.25	1,917.50	0.00								16	377.60	97.25	\$2,295.10
1471	GEOFFREY,	86.00	2,032.18	17.75	629.15							16	378.08	119.75	\$3,039.41
1579	Griggs,	86.00	1,941.88	4.75	160.88							16	361.28	106.75	\$2,464.04
1525	Ha, Huy	86.00	1,984.88	52.00	1,800.24							16	369.28	154.00	\$4,154.40
1460	Hampton,	86.00	2,165.48	24.50	925.37							16	402.88	126.50	\$3,493.73
1514	Hicks, James	86.00	1,984.88	4.00	138.48							16	369.28	106.00	\$2,492.64
1531	Holmes,	66.00	1,518.00	0.00						2.00	46.00	16	368.00	84.00	\$1,932.00
1384	Jewell,	68.00	1,997.84	0.00								16	470.08	84.00	\$2,467.92
1390	JOHNSON,	86.00	2,255.78	70.00	2,754.15							16	419.68	172.00	\$5,429.61
1557	Jones, Aaron	66.25	1,565.49	0.00		5.75	135.87					28	661.64	100.00	\$2,363.00
1438	Jones,	48.00	1,083.84	0.00		24.00	541.92			12.00	270.96	16	361.28	100.00	\$2,258.00
1385	KINGSTON,	64.00	2,238.08	0.00								16	559.52	144.00	\$2,747.60
1448	LOVETT,	86.00	2,075.18	52.50	1,900.24							16	386.08	154.50	\$4,361.50
1569	Moeller,	84.00	1,896.72	0.00								16	361.28	100.00	\$2,258.00
1285	Mossey,	64.00	1,084.80	1.00	25.43							16	271.20	81.00	\$1,381.43
1227	MURPHY,	77.00	2,142.91	0.00								16	445.28	93.00	\$2,588.19
1497	Olsen,	63.00	1,521.45	0.00						5.00	120.75	16	386.40	84.00	\$2,028.60
1485	Osborn,	75.00	1,848.75	0.00								16	394.40	91.00	\$2,243.15
1549	Pearce,	73.25	1,730.90	0.00								16	378.08	89.25	\$2,108.98
1068	PHILLIPS,	69.00	1,920.27	0.00								16	445.28	85.00	\$2,365.55
1480	Rowley,	86.00	1,941.88	12.25	414.91							16	361.28	114.25	\$2,718.07
1544	Schwartz,	64.00	2,455.38	0.00								16	613.85	144.00	\$3,069.23
1585	Sikes, Raven	84.00	1,806.00	0.00								16	344.00	100.00	\$2,150.00
1417	Stinson,	64.50	1,524.14	0.00				7.50	177.23	12.00	283.56	16	378.08	100.00	\$2,363.01
1572	Stockstill,	86.00	1,941.88	13.75	465.71							16	361.28	115.75	\$2,768.87
1338	TAYLOR,	58.00	1,522.50	0.00		12.00	315.00			14.00	367.50	16	420.00	100.00	\$2,625.00
1442	WEIR, DUSTIN	75.50	1,902.60	0.00								16	403.20	91.50	\$2,305.80
1387	Wilder,	78.00	1,755.00	0.00				6.00	135.00			16	360.00	100.00	\$2,250.00
		2,339.25	57,030.28	256.50	9,365.76	41.75	992.79	13.50	312.23	45.00	1,088.77	508	12437.73	3,332.00	\$81,177.56

00_PAYROLL WAGE & HOURS REPORT_REVISIED 2

City of Bay St Louis (48853)

From: 07/12/2024 Through:

Department - Name - Current: Fire

EMP#	EMPLOYEE	REG H	REG \$	OT/CE	OT \$	VAC H	VAC \$	PER H	PERS \$	SICKH	SICK \$	OTH	OTH \$	HOURS	WAGES \$
1362	ANDERSON,	106.00	1,803.06	38.00	969.57							16	272.16	160.00	\$3,044.79
1220	AVERY,	48.00	1,546.20	0.00				16.00	515.40			16	515.40	128.00	\$2,577.00
1548	Beaugez,	96.00	1,316.16	0.00								16	219.36	112.00	\$1,535.52
1230	CATALANO,	106.00	1,869.84	38.00	1,005.48							16	282.24	160.00	\$3,157.56
1515	Chighizola,	96.00	1,316.16	0.00								16	219.36	112.00	\$1,535.52
1432	Cuevas,	96.00	1,316.16	0.00						24.00	329.04	16	219.36	136.00	\$1,864.56
1555	Decorte,	106.00	1,453.26	14.00	287.91							16	219.36	136.00	\$1,960.53
1503	Dumornay,	106.00	1,453.26	14.00	287.91							16	219.36	136.00	\$1,960.53
1453	EVERHART,	72.00	1,031.04	0.00				24.00	343.68			16	229.12	112.00	\$1,603.84
1103	FARVE, JOHN	96.00	1,693.44	0.00								16	282.24	112.00	\$1,975.68
1257	GARBER,	72.00	1,209.60	0.00		24.00	403.20					16	268.80	112.00	\$1,881.60
1361	HOFFMANN,	106.00	1,723.56	14.00	341.46							16	260.16	136.00	\$2,325.18
1570	Janssen,	24.00	302.40	0.00								0	0.00	24.00	\$302.40
1547	Johnson,	106.00	1,453.26	14.00	287.91							16	219.36	136.00	\$1,960.53
1528	LaFontaine,	72.00	1,096.56	0.00		48.00	731.04					16	243.68	136.00	\$2,071.28
1454	Leger, Troy	106.00	1,452.20	14.00	287.70							16	219.20	136.00	\$1,959.10
1455	Mallini Sr.,	0.00	0.00	0.00								0	0.00		
1303	Maurice,	106.00	1,453.26	14.00	287.91							16	219.36	136.00	\$1,960.53
1399	Polk,	0.00	0.00	0.00								0	0.00		
1465	Proulx,	96.00	1,345.92	0.00								16	224.32	112.00	\$1,570.24
1400	Sekinger,	0.00	0.00	0.00								0	0.00		
1107	Stefano,	106.00	1,780.80	14.00	352.80							16	268.80	136.00	\$2,402.40
1110	STRONG,	56.00	2,011.40	0.00		8.00	287.34					16	574.68	136.00	\$2,873.42
1466	Warden,	106.00	1,453.26	38.00	781.47							16	219.36	160.00	\$2,454.09
1360	WOODS,	106.00	1,723.56	38.00	926.82							16	260.16	160.00	\$2,910.54
		1,990.00	31,804.36	250.00	5,816.94	80.00	1,421.58	40.00	859.08	24.00	329.04	336	5655.84	2,824.00	\$45,886.84

00_PAYROLL WAGE & HOURS REPORT_REVISIED 2

City of Bay St Louis (48853)

From: 07/12/2024 Through:

Department - Name - Current: Public Works

EMP#	EMPLOYEE	REG H	REG \$	OT/CE	OT \$	VAC H	VAC \$	PER H	PERS \$	SICKH	SICK \$	OTH	OTH \$	HOURS	WAGES \$
1474	BOUDREAU,	57.75	880.69	0.00		5.50	83.88	0.75	11.44			16	244.00	80.00	\$1,220.01
1558	Breazeale,	60.00	1,170.00	0.00						4.00	78.00	16	312.00	80.00	\$1,560.00
1571	Dahl, Jordon	52.25	940.50	0.00		6.06	109.08	3.03	54.54			16	288.00	77.34	\$1,392.12
1433	DELCUZE,	56.00	1,120.00	0.00		8.00	160.00			0.75	15.00	16	320.00	80.75	\$1,615.00
1523	Epperson,	58.00	971.50	0.00		2.72	45.56	1.36	22.78	1.90	31.83	0	0.00	63.98	\$1,071.67
1578	Green, Jesse	64.00	960.00	0.00								16	240.00	80.00	\$1,200.00
1452	Hertz,	64.00	1,088.00	1.50	38.25							16	272.00	81.50	\$1,398.25
1526	Holt, Wayne	8.00	160.00	0.00		28.35	567.00	25.50	510.00	2.15	43.00	16	320.00	80.00	\$1,600.00
1353	Johnson,	47.50	807.50	0.00		8.20	139.40	4.10	69.70	4.20	71.40	16	272.00	80.00	\$1,360.00
1561	Kennedy,	61.00	1,037.00	0.00				3.00	51.00			16	272.00	80.00	\$1,360.00
1488	Ladner,	64.00	1,216.00	0.00								16	304.00	80.00	\$1,520.00
1372	MATHENY,	61.75	1,296.75	0.75	23.63					2.25	47.25	16	336.00	80.75	\$1,703.63
1154	MCKAY, JAMIE	53.75	1,263.13	0.00				0.87	20.45			17	408.43	80.00	\$1,880.01
1342	MEEK, GEORGE	57.00	1,026.00	0.00						7.00	126.00	16	288.00	80.00	\$1,440.00
1412	PERNICIARO,	57.25	1,145.00	0.00				4.87	97.40			18	357.60	80.00	\$1,600.00
1575	Robinson,	51.75	776.25	0.00				16.25	243.75			16	240.00	84.00	\$1,260.00
1577	Rushing,	68.75	1,100.00	4.75	114.00							16	256.00	89.50	\$1,470.00
1155	SWANIER,	56.00	1,120.00	0.00		4.30	86.00	1.43	28.60	2.00	40.00	16	320.00	79.73	\$1,594.60
1542	Vanney,	64.00	2,400.00	0.00								16	600.00	151.50	\$3,000.00
1586	Wahl,	64.00	1,024.00	0.00								16	256.00	80.00	\$1,280.00
1567	Wilson,	56.00	896.00	0.00						8.00	128.00	16	256.00	80.00	\$1,280.00
		1,182.75	22,398.32	7.00	175.88	63.13	1,190.92	61.16	1,109.66	32.25	580.48	323	6162.03	1,749.05	\$31,805.29

00_PAYROLL WAGE & HOURS REPORT_REVISIED 2

Pa

Item # 26.

City of Bay St Louis (48853)

From: 07/12/2024 Through:

Department - Name - Current: Parks and Recreation

<u>EMP#</u>	<u>EMPLOYEE</u>	<u>REG H</u>	<u>REG \$</u>	<u>OT/CE</u>	<u>OT \$</u>	<u>VAC H</u>	<u>VAC \$</u>	<u>PER H</u>	<u>PERS \$</u>	<u>SICKH</u>	<u>SICK \$</u>	<u>OTH</u>	<u>OTH \$</u>	<u>HOURS</u>	<u>WAGES \$</u>
1564	Bates, Luke	56.00	840.00	0.00		8.00	120.00					16	240.00	80.00	\$1,200.00
1583	Garriga,	57.00	1,507.20	0.00				7.00	185.10			17	423.08	137.75	\$2,115.38
1161	THOMAS,	60.00	1,056.00	0.00						4.00	70.40	16	281.60	80.00	\$1,408.00

		173.00	3,403.20	0.00		8.00	120.00	7.00	185.10	4.00	70.40	49	944.68	297.75	\$4,723.38

00_PAYROLL WAGE & HOURS REPORT_REVISIED 2

City of Bay St Louis (48853)

From: 07/12/2024 Through:

7,429.08	144,952.63	514.88	15,365.8	232.20	4,622.53	139.68	2,841.98	114.90	2,285.00	1,491	31939.86	10,468.7	\$202,161.33
			2									6	

Group Total Records: 107

00_PAYROLL WAGE & HOURS REPORT_REVISIED 2

City of Bay St Louis (48853)

From: 07/12/2024 Through:

Fund - Code - Current: 400

Department - Name - Current: Administration

<u>EMP#</u>	<u>EMPLOYEE</u>	<u>REG H</u>	<u>REG \$</u>	<u>OT/CE</u>	<u>OT \$</u>	<u>VAC H</u>	<u>VAC \$</u>	<u>PER H</u>	<u>PERS \$</u>	<u>SICKH</u>	<u>SICK \$</u>	<u>OTH</u>	<u>OTH \$</u>	<u>HOURS</u>	<u>WAGES \$</u>
1339	GARCIA,	58.75	1,317.76	0.00				5.25	117.76			16	358.88	80.00	\$1,794.40
1587	Jenkins,	51.50	772.50	0.00								0	0.00	51.50	\$772.50
1530	Johnson,	63.75	1,096.50	0.00				0.25	4.30			16	275.20	80.00	\$1,376.00
-----		174.00	3,186.76	0.00				5.50	122.06			32	634.08	211.50	\$3,942.90

00_PAYROLL WAGE & HOURS REPORT_REVISIED 2

City of Bay St Louis (48853)

From: 07/12/2024 Through:

Department - Name - Current: Operations

<u>EMP#</u>	<u>EMPLOYEE</u>	<u>REG H</u>	<u>REG \$</u>	<u>OT/CE</u>	<u>OT \$</u>	<u>VAC H</u>	<u>VAC \$</u>	<u>PER H</u>	<u>PERS \$</u>	<u>SICKH</u>	<u>SICK \$</u>	<u>OTH</u>	<u>OTH \$</u>	<u>HOURS</u>	<u>WAGES \$</u>
1439	ALLEN,	58.25	1,281.50	0.00				5.75	126.50			16	352.00	80.00	\$1,760.00
1565	Byrd, Grant	63.25	1,265.00	0.00				0.75	15.00			16	320.00	80.00	\$1,600.00
1295	CONWAY,	54.25	1,166.38	0.00		4.62	99.33	1.50	32.25	3.63	78.05	16	344.00	80.00	\$1,720.01
1566	Galloway,	44.00	748.00	12.00	306.00							16	272.00	94.00	\$1,700.00
1391	LACY,	60.25	1,024.25	0.00		2.00	34.00	1.00	17.00	0.75	12.75	16	272.00	80.00	\$1,360.00
1510	Legendre,	51.25	922.50	0.00		5.58	100.44	2.79	50.22	3.89	70.02	16	288.00	79.51	\$1,431.18
1521	Legendre,	56.00	952.00	0.00						8.00	136.00	16	272.00	80.00	\$1,360.00
1380	MCPHEARSON,	63.25	1,217.56	0.00				0.75	14.44			16	308.00	80.00	\$1,540.00
1214	Richardson,	63.50	1,143.00	0.00				0.50	9.00			16	288.00	80.00	\$1,440.00
1180	SUMMERS,	54.00	1,188.00	0.00				10.00	220.00			16	352.00	80.00	\$1,760.00
1175	THOMS,	50.25	1,105.50	0.00		3.25	71.50	3.50	77.00			16	352.00	85.00	\$1,870.00
		618.25	12,013.69	12.00	306.00	15.45	305.27	26.54	561.41	16.27	296.82	176	3420.00	898.51	\$17,541.19

00_PAYROLL WAGE & HOURS REPORT_REVISIED 2

City of Bay St Louis (48853)

From: 07/12/2024 Through:

Group Total Records: 14 792.25 15,200.45 12.00 306.00 15.45 305.27 32.04 683.47 16.27 296.82 208 4054.08 1,110.01 \$21,484.09

00_PAYROLL WAGE & HOURS REPORT_REVISIED 2

City of Bay St Louis (48853)

From: 07/12/2024 Through:

Fund - Code - Current: 450

Department - Name - Current: Administration

<u>EMP#</u>	<u>EMPLOYEE</u>	<u>REG H</u>	<u>REG \$</u>	<u>OT/CE</u>	<u>OT \$</u>	<u>VAC H</u>	<u>VAC \$</u>	<u>PER H</u>	<u>PERS \$</u>	<u>SICKH</u>	<u>SICK \$</u>	<u>OTH</u>	<u>OTH \$</u>	<u>HOURS</u>	<u>WAGES \$</u>
1074	CAUGHLIN,	64.00	1,467.50	0.00								16	366.88	144.00	\$1,834.38
1440	Draper,	49.00	784.00	0.00		15.00	240.00					16	256.00	80.00	\$1,280.00
1210	Forstall,	79.00	1,264.79	4.00	96.06							0	0.00	83.00	\$1,360.85
1486	Hales, Sean	64.00	1,705.45	0.00								16	426.36	164.00	\$2,131.81
1476	LeBlanc,	80.00	1,200.00	12.25	275.63							16	240.00	108.25	\$1,715.63
1562	Machael,	70.50	916.50	2.00	39.00							0	0.00	72.50	\$955.50
1351	White, Derek	73.25	1,172.00	16.50	396.00					6.75	108.00	16	256.00	112.50	\$1,932.00
1581	Wills, Aaron	69.50	1,042.50	0.00		10.50	157.50					16	240.00	96.00	\$1,440.00
		549.25	9,552.74	34.75	806.69	25.50	397.50			6.75	108.00	96	1785.24	860.25	\$12,650.17

00_PAYROLL WAGE & HOURS REPORT_REVISIED 2

City of Bay St Louis (48853)

From: 07/12/2024 Through:

549.25	9,552.74	34.75	806.69	25.50	397.50	6.75	108.00	96	1785.24	860.25	\$12,650.17
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Group Total Records: 8

00_PAYROLL WAGE & HOURS REPORT_REVISIED 2

City of Bay St Louis (48853)

From: 07/12/2024 Through:

8,770.58	169,705.82	561.63	16,478.5	273.15	5,325.30	171.72	3,525.45	137.92	2,689.82	1,795	37779.18	12,439.0	\$236,295.59
			1									2	

Report Total Records: 129

POST DATE TRAN # REFERENCE PACKET=====DESCRIPTION===== VEND INV/JE # NOTE =====AMOUNT===== BALANCE=====

Item # 26.

000-251-000 HOMESTEAD REIMBURSEMENT
B E G I N N I N G B A L A N C E 0.00

3/05/24 3/13 C03065 RCPT 00495532 21233 HOMESTEAD 39,358.17CR 39,358.17CR
===== ACCOUNT TOTAL DB: 0.00 CR: 39,358.17CR

000-253-000 MUNICIPAL REVOLVING FUNDS
B E G I N N I N G B A L A N C E 0.00

1/12/24 3/12 C03062 RCPT 00495459 21229 DAILY CASH POSTING 1/12/2024 5,585.92CR 5,585.92CR
===== ACCOUNT TOTAL DB: 0.00 CR: 5,585.92CR

000-257-202 GRANT-TRAFFIC SERVICES
B E G I N N I N G B A L A N C E 0.00

10/01/23 11/21 B34655 04595 ACCRUE GRANT REV RECEIVABLE JE# 009517 1,230.25 1,230.25
10/06/23 10/13 C02672 RCPT 00480563 20236 AUGUST 2023_TRAFFIC 1,230.25CR 0.00
11/08/23 12/04 C02823 RCPT 00485216 20592 SEPT 2023_TRAFFIC & ALCOHOL 761.25CR 761.25CR
2/06/24 2/26 C03020 RCPT 00493548 21128 OCTOBER 2023_TRAFFIC 1,039.56CR 1,800.81CR
3/01/24 3/25 C03100 RCPT 00496580 21325 DECEMBER 2023_TRAFFIC 747.75CR 2,548.56CR
3/27/24 4/09 C03142 RCPT 00498116 21443 TRAFFIC_JAN 2024 1,764.76CR 4,313.32CR
5/02/24 5/10 C03228 RCPT 00501139 21643 TRAFFIC_FEBRUARY 2024 753.01CR 5,066.33CR
===== ACCOUNT TOTAL DB: 1,230.25 CR: 6,296.58CR

000-257-206 GRANT-HIDTA REIMBURSEMENT
B E G I N N I N G B A L A N C E 0.00

2/06/24 2/09 C02987 RCPT 00491915 21028 HIDTA 5,203.13CR 5,203.13CR
===== ACCOUNT TOTAL DB: 0.00 CR: 5,203.13CR

000-260-000 SALES TAX REVENUE
B E G I N N I N G B A L A N C E 0.00

10/13/23 10/13 C02671 RCPT 00480552 20235 SALES TAX 189,358.96CR 189,358.96CR
11/15/23 11/27 C02805 RCPT 00484851 20532 SALES TAX 188,454.32CR 377,813.28CR
12/14/23 12/18 C02880 RCPT 00487282 20698 SALES TAX 190,900.65CR 568,713.93CR
1/12/24 1/12 C02929 RCPT 00489535 20851 SALES TAX 163,858.79CR 732,572.72CR
2/14/24 2/15 C02990 RCPT 00492760 21057 SALES TAX 209,646.03CR 942,218.75CR
3/14/24 3/14 C03070 RCPT 00495687 21240 SALES TAX 146,531.03CR 1,088,749.78CR
4/12/24 4/19 C03159 RCPT 00499351 21476 SALES TAX 178,202.28CR 1,266,952.06CR
5/14/24 5/15 C03234 RCPT 00501855 21681 SALES TAX 200,751.43CR 1,467,703.49CR
===== ACCOUNT TOTAL DB: 0.00 CR: 1,467,703.49CR

Item # 26.

 000-267-200 GRANT-ALCOHOL
 B E G I N N I N G B A L A N C E 0.00

10/01/23	11/21	B34655		04595	ACCRUE GRANT REV RECEIVABLE	JE# 009517	176.25	176.25
10/06/23	10/13	C02672	RCPT 00480561	20236	AUG 2023_ALCOHOL		176.25CR	0.00
11/08/23	12/04	C02823	RCPT 00485216	20592	SEPT 2023_TRAFFIC & ALCOHOL		2,241.26CR	2,241.26CR
=====				ACCOUNT TOTAL	DB:	176.25	CR:	2,417.51CR

--*-*-* 000 ERRORS IN THIS REPORT! *-*-*-*-*

** REPORT TOTALS **	---	DEBITS ---	---	CREDITS ---
BEGINNING BALANCES:		0.00		0.00
REPORTED ACTIVITY:		1,406.50		1,526,564.80CR
ENDING BALANCES:		1,406.50		1,526,564.80CR
TOTAL FUND ENDING BALANCE:				1,525,158.30CR

FUND: 005-MUNICIPAL RESERVE FUND

FUND: 006-MUN RESERVE-SPECIAL

FUND: 105-FIRE INSURANCE REBATE FD

FUND: 115-CDBG FUND

FUND: 120-FEDERAL GRANTS FUND

FUND: 121-ARPA

FUND: 125-CAP X GRANT FUND

FUND: 180-MODERNIZATION USE TAX

FUND: 300-DOJ FUNDS

 000-260-000 FEDERAL EQUITABLE SHARING
 B E G I N N I N G B A L A N C E 0.00

DEPT: 000 ** INVALID DEPT **

2/13/24	5/20	C03257	RCPT 00502313	21722	21-DEA-671465		1,829.79CR	1,829.79CR
2/13/24	6/20	C03331	RCPT 00505372	21906	21-DEA-671465		1,829.79CR	3,659.58CR
5/20/24	6/20	C03332	RCPT 00505374	21907	20-DEA-669051		519.63CR	4,179.21CR
=====				ACCOUNT TOTAL	DB:	0.00	CR:	4,179.21CR

FUND : 300-DOJ FUNDS

ACTIVE ACCOUNTS ONLY

TRANSACTION DATE: 10/01/2023 THRU 5/31/2024

DEPT : 000 ** INVALID DEPT **

SUPPRESS ZEROS

ACCOUNTS: 000-230-??? THRU 000-279-???

POST DATE TRAN # REFERENCE PACKET=====DESCRIPTION===== VEND INV/JE # NOTE =====AMOUNT===== BALANCE=====

Item # 26.

--*-*-* 000 ERRORS IN THIS REPORT! *-*-*-*-*

** REPORT TOTALS **	---	DEBITS ---	---	CREDITS ---
BEGINNING BALANCES:		0.00		0.00
REPORTED ACTIVITY:		0.00		4,179.21CR
ENDING BALANCES:		0.00		4,179.21CR
TOTAL FUND ENDING BALANCE:				4,179.21CR

FUND: 305-CAPITAL PROJECTS FUND

000-257-200 POLICE DEPT GCRF REVENUE
 B E G I N N I N G B A L A N C E 0.00

2/15/24	2/15	C02998	RCPT	00492821	21066	REQ #1 POLICE DEPT_GCRF			1,000,000.00CR	1,000,000.00CR
5/17/24	5/20	C03256	RCPT	00502265	21721	REQ# 1_GCRF-23-03			897,085.91CR	1,897,085.91CR
5/17/24	5/21	B35183	RCPT	00502265	04889	REQ# 1_GCRF-23-03	JE# 010008		897,085.91	1,000,000.00CR
5/17/24	5/21	B35184	RCPT	00502265	04889	REQ# 1_GCRF-23-03	JE# 010009		897,085.91CR	1,897,085.91CR
=====					ACCOUNT TOTAL	DB: 897,085.91	CR: 2,794,171.82CR			

000-257-333 DEPOT REVITALIZATION
 B E G I N N I N G B A L A N C E 0.00

1/29/24	2/08	C02973	RCPT	00491869	21007	MDA COURT ST & DEPOT			2,377.50CR	2,377.50CR
=====					ACCOUNT TOTAL	DB: 0.00	CR: 2,377.50CR			

000-257-401 GCRF-COURT ST PARKING REV
 B E G I N N I N G B A L A N C E 0.00

1/29/24	2/08	C02973	RCPT	00491869	21007	MDA COURT ST & DEPOT			7,708.03CR	7,708.03CR
4/16/24	4/11	A23216	CHK: 038163	13941	OLD TOWN COMMUNITY CENTE	03307 15887			48,000.00	40,291.97
4/16/24	4/12	B35046		04804	OLD TOWN COMMUNITY CENTER		JE# 009881		48,000.00CR	7,708.03CR
=====					ACCOUNT TOTAL	DB: 48,000.00	CR: 55,708.03CR			

--*-*-* 000 ERRORS IN THIS REPORT! *-*-*-*-*

** REPORT TOTALS **	---	DEBITS ---	---	CREDITS ---
BEGINNING BALANCES:		0.00		0.00
REPORTED ACTIVITY:		945,085.91		2,852,257.35CR
ENDING BALANCES:		945,085.91		2,852,257.35CR
TOTAL FUND ENDING BALANCE:				1,907,171.44CR

FUND: 320-2020 GO BOND

000-257-019 ST JOHN /EASTERBROOK PROJ
 B E G I N N I N G B A L A N C E 0.00

Item # 26.

10/25/23	11/13	C02772	RCPT	00483735	20463	RFC #9						26,795.17CR	26,795.17CR		
11/01/23	11/13	C02773	RCPT	00483737	20464	RFC #10						2,500.00CR	29,295.17CR		
=====											ACCOUNT TOTAL	DB:	0.00	CR:	29,295.17CR

--*-*-* 000 ERRORS IN THIS REPORT! *-*-*-*-*

** REPORT TOTALS **			---	DEBITS	---	---	CREDITS	---
BEGINNING BALANCES:				0.00			0.00	
REPORTED ACTIVITY:				0.00			29,295.17CR	
ENDING BALANCES:				0.00			29,295.17CR	
TOTAL FUND ENDING BALANCE:							29,295.17CR	

FUND: 345-HARB CONST \$1.8M NEG NOTE

FUND: 350-COUNTY ROAD & BRIDGE

000-262-000	PRORATA COUNTY RD & BRG TAX											
	B E G I N N I N G										B A L A N C E	0.00

DEPT: 000 GENERAL

10/16/23	10/19	C02703	RCPT	00481363	20298	R&B						2,854.19CR	2,854.19CR		
11/09/23	11/14	C02787	RCPT	00483831	20481	R&B TAXES						8,882.65CR	11,736.84CR		
12/07/23	12/18	C02881	RCPT	00487284	20699	R&B TAX						1,351.93CR	13,088.77CR		
1/09/24	1/17	C02946	RCPT	00490180	20883	R&B TAXES						1,312.63CR	14,401.40CR		
2/14/24	2/16	C03000	RCPT	00492995	21069	R&B TAX						46,487.61CR	60,889.01CR		
3/11/24	3/14	C03069	RCPT	00495670	21239	R&B TAX						110,205.52CR	171,094.53CR		
4/08/24	4/10	C03145	RCPT	00498334	21449	R&B TAX						15,796.24CR	186,890.77CR		
5/13/24	5/15	C03238	RCPT	00501867	21686	R&B TAX						5,471.77CR	192,362.54CR		
=====											ACCOUNT TOTAL	DB:	0.00	CR:	192,362.54CR

--*-*-* 000 ERRORS IN THIS REPORT! *-*-*-*-*

** REPORT TOTALS **			---	DEBITS	---	---	CREDITS	---
BEGINNING BALANCES:				0.00			0.00	
REPORTED ACTIVITY:				0.00			192,362.54CR	
ENDING BALANCES:				0.00			192,362.54CR	
TOTAL FUND ENDING BALANCE:							192,362.54CR	

FUND: 402-UTILITY CAPITAL & MAINT

FUND: 408-MODERNIZATION-WAT SEW ONL

000-258-000	MODERNIZATION USE TAX REVENUE											
	B E G I N N I N G										B A L A N C E	0.00

DEPT: 000 ** INVALID DEPT **

1/25/24	2/08	C02972	RCPT	00491865	21004	MODERNIZATION USE TAX						88,889.18CR	88,889.18CR		
=====											ACCOUNT TOTAL	DB:	0.00	CR:	88,889.18CR

Item # 26.

--*-*-* 000 ERRORS IN THIS REPORT! *-*-*-*-*

** REPORT TOTALS ** --- DEBITS --- --- CREDITS ---
 BEGINNING BALANCES: 0.00 0.00
 REPORTED ACTIVITY: 0.00 88,889.18CR
 ENDING BALANCES: 0.00 88,889.18CR
 TOTAL FUND ENDING BALANCE: 88,889.18CR

FUND: 421-ARPA GRANT UTILITIES

 000-257-058 ARPA GRANT REVENUE
 B E G I N N I N G B A L A N C E 0.00

DEPT: 000 ** INVALID DEPT **

11/09/23 11/16 C02791 RCPT 00484385 20488 PAY #1 CITYWIDE SEWER 331,733.50CR 331,733.50CR
 4/08/24 4/23 B35091 04799 CORRECT MSC I GRANT REV JE# 009867 331,733.50 0.00
 ===== ACCOUNT TOTAL DB: 331,733.50 CR: 331,733.50CR

 000-269-000 COUNTY GRANT REVENUE
 B E G I N N I N G B A L A N C E 0.00

2/12/24 2/16 C03001 RCPT 00493002 21070 PAY REQ #2 - HC BOS 368,266.50CR 368,266.50CR
 4/08/24 4/23 B35091 04799 CORRECT MSC I GRANT REV JE# 009867 331,733.50CR 700,000.00CR
 ===== ACCOUNT TOTAL DB: 0.00 CR: 700,000.00CR

--*-*-* 000 ERRORS IN THIS REPORT! *-*-*-*-*

** REPORT TOTALS ** --- DEBITS --- --- CREDITS ---
 BEGINNING BALANCES: 0.00 0.00
 REPORTED ACTIVITY: 331,733.50 1,031,733.50CR
 ENDING BALANCES: 331,733.50 1,031,733.50CR
 TOTAL FUND ENDING BALANCE: 700,000.00CR

FUND: 451-HARBOR GRANTS & SPEC PROJ

 000-258-004 FUEL DOCK GRANT REVENUE
 B E G I N N I N G B A L A N C E 0.00

10/30/23 11/10 C02767 RCPT 00483359 20455 PAY #5 (TIDELANDS) FUEL DOCK 4,840.00CR 4,840.00CR
 11/07/23 11/10 C02768 RCPT 00483360 20456 PAY #4 (TIDELANDS) FUEL DOCK 22,190.00CR 27,030.00CR
 4/05/24 4/19 C03163 RCPT 00499359 21480 PAY #7 (TIDELANDS) FUEL DOCK 7,511.88CR 34,541.88CR
 ===== ACCOUNT TOTAL DB: 0.00 CR: 34,541.88CR

FUND : 451-HARBOR GRANTS & SPEC PROJ ACTIVE ACCOUNTS ONLY

TRANSACTION DATE: 10/01/2023 THRU 5/31/2024

DEPT : 000 ** INVALID DEPT **

SUPPRESS ZEROS

ACCOUNTS: 000-230-???

THRU 000-279-???

POST DATE TRAN # REFERENCE PACKET=====DESCRIPTION===== VEND INV/JE # NOTE =====AMOUNT===== BALANCE=====

Item # 26.

--*-*-*-*-*-*-*-*-*-*-*

000 ERRORS IN THIS REPORT!

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** REPORT TOTALS **	---	DEBITS	---	---	CREDITS	---
BEGINNING BALANCES:		0.00			0.00	
REPORTED ACTIVITY:		0.00			34,541.88CR	
ENDING BALANCES:		0.00			34,541.88CR	
TOTAL FUND ENDING BALANCE:					34,541.88CR	

*** GRAND TOTALS ***

	--- DEBITS ---	--- CREDITS ---
BEGINNING BALANCES:	0.00	0.00
REPORTED ACTIVITY:	1,278,225.91	5,759,823.63CR
ENDING BALANCES:	1,278,225.91	5,759,823.63CR
GRAND TOTAL ENDING BALANCE:		4,481,597.72CR

Item # 26.

SELECTION CRITERIA

Item # 26.

FISCAL YEAR: Oct-2023 / Sep-2024
 FUND: All
 TRANSACTION DATES: 10/01/2023 THRU 5/31/2024
 TRANSACTIONS: BOTH

ACCOUNT SELECTION

ACCOUNT RANGE: 000-230-??? THRU 000-279-???
 DEPARTMENT RANGE: - THRU -
 ACTIVE FUNDS ONLY: YES
 ACTIVE ACCOUNT ONLY: YES
 INCLUDE RESTRICTED ACCOUNTS: YES
 DIGIT SELECTION:

PRINT OPTIONS DETAIL

OMIT ACCOUNTS WITH NO ACTIVITY: YES
 PRINT ENCUMBRANCES: NO
 PRINT VENDOR NAME: NO
 PRINT PROJECTS: NO
 PRINT JOURNAL ENTRY NOTES: YES
 PRINT MONTHLY TOTALS: NO
 PRINT GRAND TOTALS: YES
 PRINT: INVOICE #
 PAGE BREAK BY: NONE

*** END OF REPORT ***

FUND : 300-DOJ FUNDS

ACTIVE ACCOUNTS ONLY

PERIOD TO USE: May-2024 THRU May-2024

DEPT : 000 ** INVALID DEPT **

SUPPRESS ZEROS

ACCOUNTS: 000-230-??? THRU 000-279-???

POST DATE TRAN # REFERENCE PACKET=====DESCRIPTION===== VEND INV/JE # NOTE =====AMOUNT===== BALANCE=====

Item # 26.

--*-*-* 000 ERRORS IN THIS REPORT! *-*-*-*-*

** REPORT TOTALS **	---	DEBITS ---	---	CREDITS ---
BEGINNING BALANCES:		0.00		3,659.58CR
REPORTED ACTIVITY:		0.00		519.63CR
ENDING BALANCES:		0.00		4,179.21CR
TOTAL FUND ENDING BALANCE:				4,179.21CR

FUND: 305-CAPITAL PROJECTS FUND

000-257-200	POLICE DEPT GCRF REVENUE			
	B E G I N N I N G	B A L A N C E		1,000,000.00CR

5/17/24	5/20	C03256	RCPT	00502265	21721	REQ# 1_GCRF-23-03			897,085.91CR	1,897,085.91CR
5/17/24	5/21	B35183	RCPT	00502265	04889	REQ# 1_GCRF-23-03	JE# 010008		897,085.91	1,000,000.00CR
5/17/24	5/21	B35184	RCPT	00502265	04889	REQ# 1_GCRF-23-03	JE# 010009		897,085.91CR	1,897,085.91CR

--*-*-* 000 ERRORS IN THIS REPORT! *-*-*-*-*

** REPORT TOTALS **	---	DEBITS ---	---	CREDITS ---
BEGINNING BALANCES:		0.00		1,010,085.53CR
REPORTED ACTIVITY:		897,085.91		1,794,171.82CR
ENDING BALANCES:		897,085.91		2,804,257.35CR
TOTAL FUND ENDING BALANCE:				1,907,171.44CR

FUND: 320-2020 GO BOND

FUND: 345-HARB CONST \$1.8M NEG NOTE

FUND: 350-COUNTY ROAD & BRIDGE

000-262-000	PRORATA COUNTY RD & BRG TAX			
	B E G I N N I N G	B A L A N C E		186,890.77CR

DEPT: 000 GENERAL

5/13/24	5/15	C03238	RCPT	00501867	21686	R&B TAX			5,471.77CR	192,362.54CR
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FUND : 350-COUNTY ROAD & BRIDGE

ACTIVE ACCOUNTS ONLY

PERIOD TO USE: May-2024 THRU May-2024

DEPT : 000 GENERAL

SUPPRESS ZEROS

ACCOUNTS: 000-230-??? THRU 000-279-???

POST DATE TRAN # REFERENCE PACKET=====DESCRIPTION===== VEND INV/JE # NOTE =====AMOUNT===== BALANCE=====

Item # 26.

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000 ERRORS IN THIS REPORT!

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** REPORT TOTALS **	---	DEBITS	---	---	CREDITS	---
BEGINNING BALANCES:		0.00		186,890.77	CR	
REPORTED ACTIVITY:		0.00		5,471.77	CR	
ENDING BALANCES:		0.00		192,362.54	CR	
TOTAL FUND ENDING BALANCE:				192,362.54	CR	

FUND: 402-UTILITY CAPITAL & MAINT

FUND: 408-MODERNIZATION-WAT SEW ONL

FUND: 421-ARPA GRANT UTILITIES

FUND: 451-HARBOR GRANTS & SPEC PROJ

*** GRAND TOTALS ***

	--- DEBITS ---	--- CREDITS ---
BEGINNING BALANCES:	0.00	2,524,289.74CR
REPORTED ACTIVITY:	897,085.91	2,001,667.66CR
ENDING BALANCES:	897,085.91	4,525,957.40CR
GRAND TOTAL ENDING BALANCE:		3,628,871.49CR

Item # 26.

SELECTION CRITERIA

Item # 26.

FISCAL YEAR: Oct-2023 / Sep-2024
 FUND: All
 PERIOD TO USE: May-2024 THRU May-2024
 TRANSACTIONS: BOTH

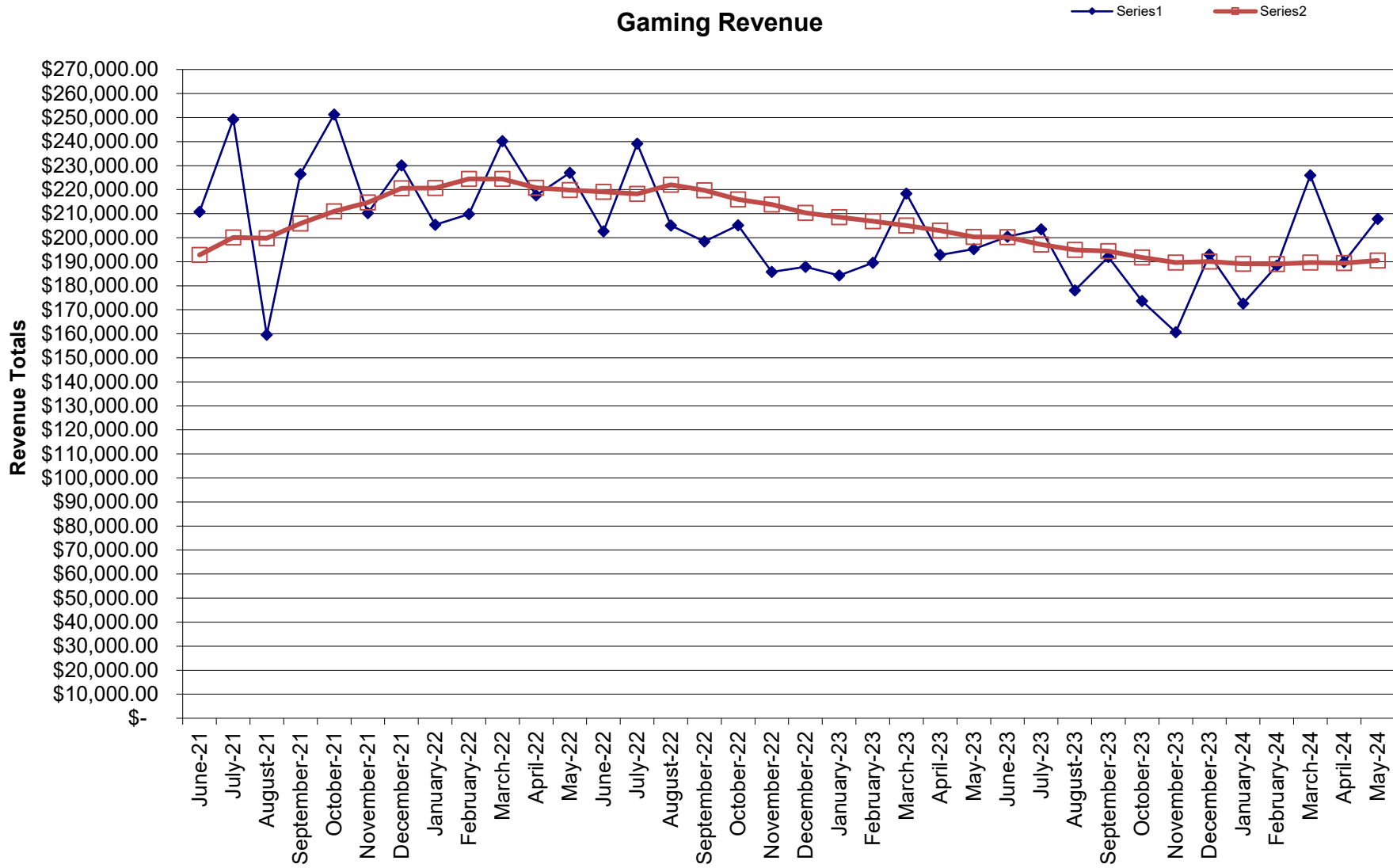
ACCOUNT SELECTION

ACCOUNT RANGE: 000-230-??? THRU 000-279-???
 DEPARTMENT RANGE: - THRU -
 ACTIVE FUNDS ONLY: YES
 ACTIVE ACCOUNT ONLY: YES
 INCLUDE RESTRICTED ACCOUNTS: YES
 DIGIT SELECTION:

PRINT OPTIONS DETAIL

OMIT ACCOUNTS WITH NO ACTIVITY: YES
 PRINT ENCUMBRANCES: NO
 PRINT VENDOR NAME: NO
 PRINT PROJECTS: NO
 PRINT JOURNAL ENTRY NOTES: YES
 PRINT MONTHLY TOTALS: NO
 PRINT GRAND TOTALS: YES
 PRINT: INVOICE #
 PAGE BREAK BY: NONE

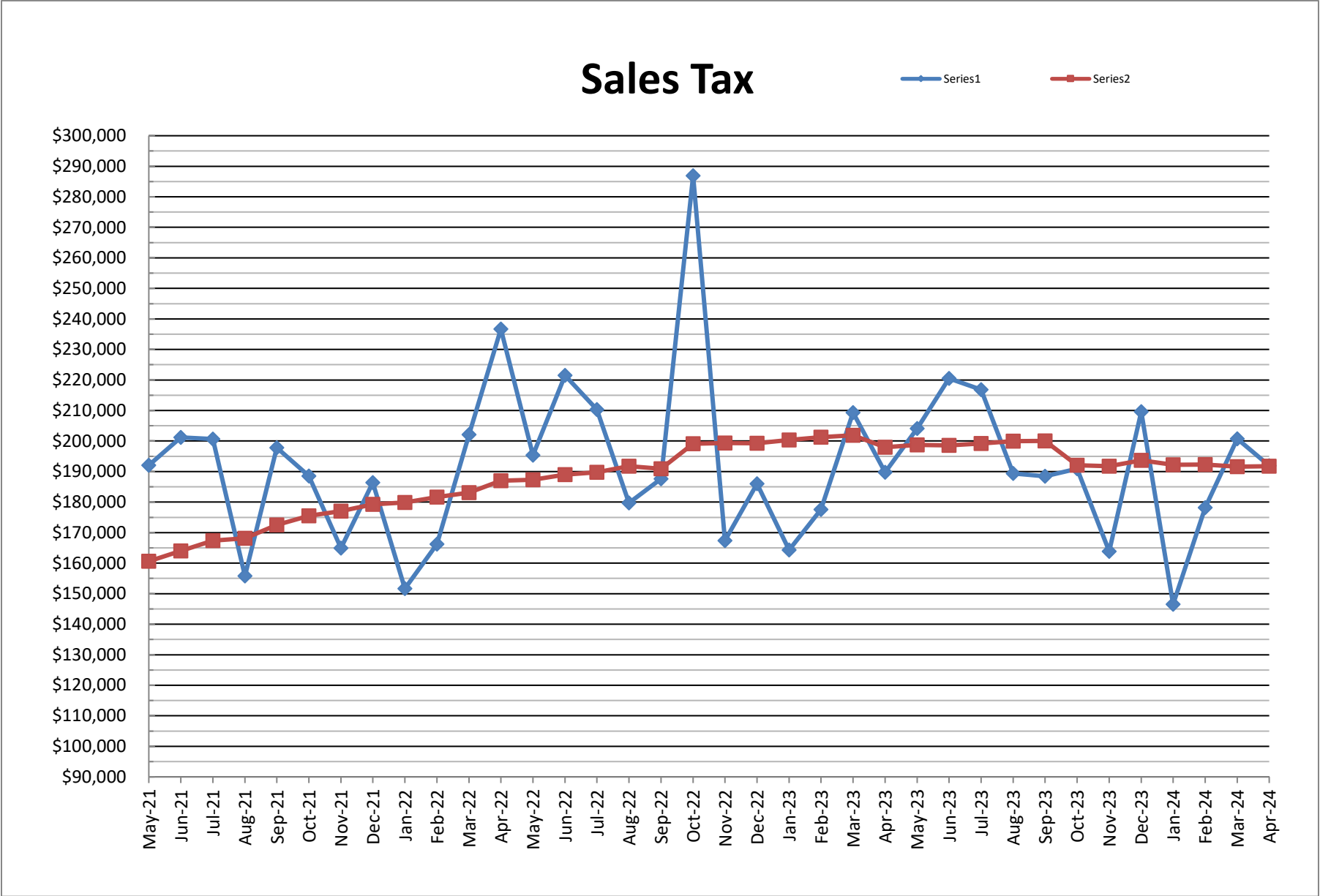
*** END OF REPORT ***



Hollywood Gaming Revenue
City of Bay Saint Louis

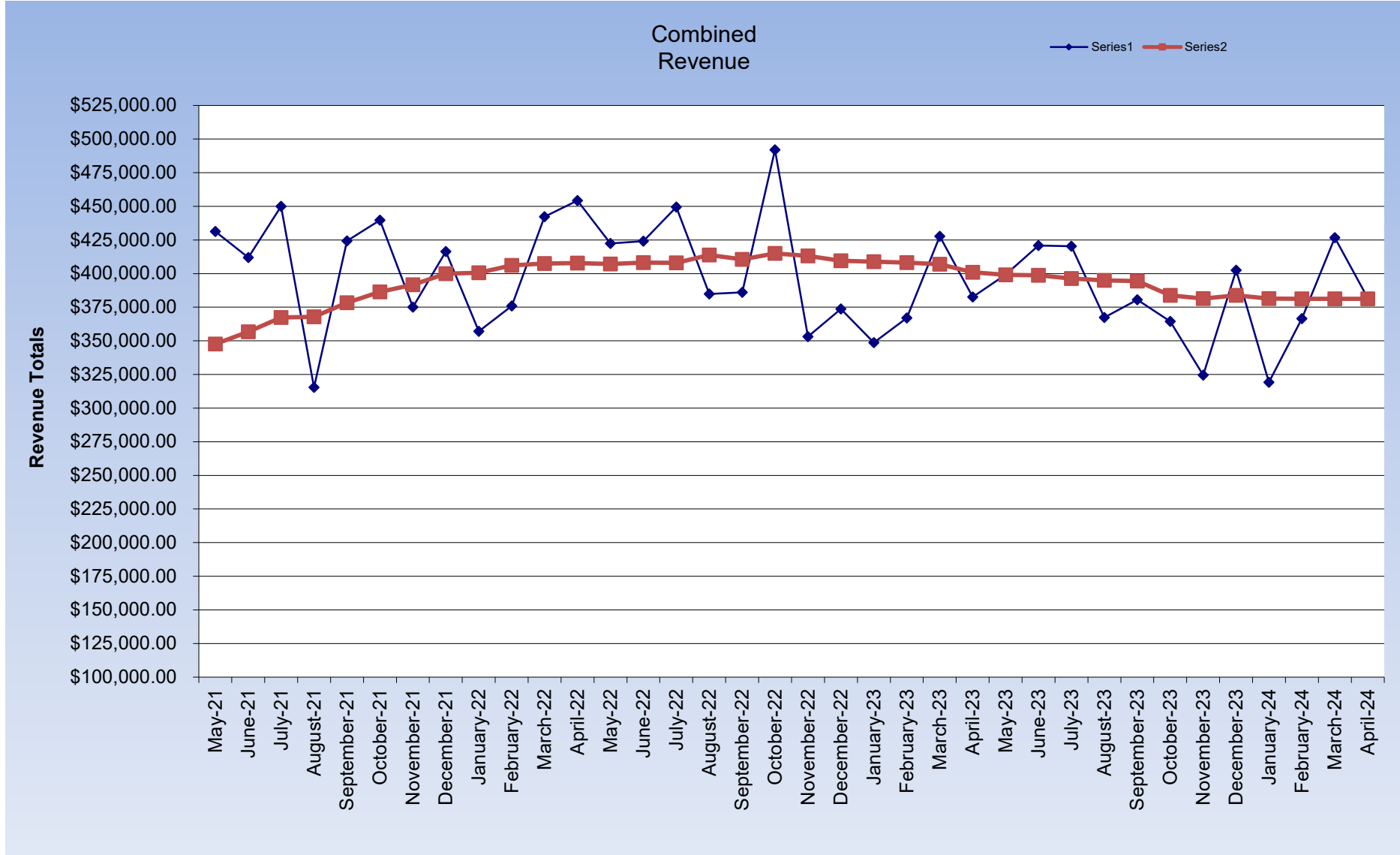
Item # 26.

	Actual	12 Month Average
January-17	\$ 138,079.41	156,285.94
February-17	\$ 151,051.13	154,754.58
March-17	\$ 160,735.81	154,319.15
April-17	\$ 160,618.66	153,002.96
May-17	\$ 156,530.29	152,856.50
June-17	\$ 154,522.12	152,862.60
July-17	\$ 174,694.64	153,369.13
August-17	\$ 142,008.06	152,864.84
September-17	\$ 155,791.39	153,137.53
October-17	\$ 137,901.26	152,235.15
November-17	\$ 137,696.53	151,886.17
December-17	\$ 143,800.85	151,119.18
January-18	\$ 141,614.90	151,413.80
February-18	\$ 148,077.56	151,166.01
March-18	\$ 177,544.37	152,566.72
April-18	\$ 157,158.81	152,278.40
May-18	\$ 155,188.04	152,166.54
June-18	\$ 157,849.57	152,443.83
July-18	\$ 149,897.59	150,377.41
August-18	\$ 151,337.07	151,154.83
September-18	\$ 142,982.45	150,087.42
October-18	\$ 137,936.06	150,090.32
November-18	\$ 134,941.35	149,860.72
December-18	\$ 150,673.47	150,433.44
January-19	\$ 137,443.31	150,085.80
February-19	\$ 144,362.88	149,776.25
March-19	\$ 183,159.31	150,244.16
April-19	\$ 149,436.08	149,600.60
May-19	\$ 160,964.33	150,081.96
June-19	\$ 153,328.99	149,705.24
July-19	\$ 151,069.38	149,802.89
August-19	\$ 153,228.11	149,960.48
September-19	\$ 147,551.37	150,341.22
October-19	\$ 148,930.83	151,257.45
November-19	\$ 148,056.64	152,350.39
December-19	\$ 141,508.72	151,586.66
January-20	\$ 144,773.03	152,197.47
February-20	\$ 155,123.22	153,094.17
March-20	\$ 80,257.76	144,519.04
April-20	\$ -	132,066.03
May-20	\$ 41,205.94	122,086.17
June-20	\$ 141,680.01	121,115.42
July-20	\$ 161,392.99	121,975.72
August-20	\$ 163,791.05	122,855.96
September-20	\$ 153,074.28	123,316.21
October-20	\$ 190,073.29	126,744.74
November-20	\$ 165,991.19	128,239.29
December-20	\$ 158,790.51	129,679.44
January-21	\$ 204,307.65	134,640.66
February-21	\$ 164,942.37	135,458.92
March-21	\$ 239,784.98	148,752.86
April-21	\$ 261,055.92	170,507.52
May-21	\$ 239,319.57	187,016.98
June-21	\$ 210,777.31	192,775.09
July-21	\$ 249,280.64	200,099.06
August-21	\$ 159,587.92	199,748.80
September-21	\$ 226,436.39	205,862.31
October-21	\$ 251,280.52	210,962.91
November-21	\$ 210,209.55	214,647.78
December-21	\$ 230,094.63	220,589.79
January-22	\$ 205,333.79	220,675.30
February-22	\$ 209,778.67	224,411.66
March-22	\$ 240,158.09	224,442.75
April-22	\$ 217,561.22	220,818.19
May-22	\$ 226,965.13	219,788.66
June-22	\$ 202,623.99	219,109.21
July-22	\$ 239,152.44	218,265.20
August-22	\$ 205,058.80	222,054.44
September-22	\$ 198,399.60	219,718.04
October-22	\$ 205,115.61	215,870.96
November-22	\$ 185,726.63	213,830.72
December-22	\$ 187,812.77	210,307.23
January-23	\$ 184,308.42	208,555.11
February-23	\$ 189,549.30	206,869.33
March-23	\$ 218,337.89	205,050.98
April-23	\$ 192,829.40	202,990.00
May-23	\$ 195,251.27	200,347.18
June-23	\$ 200,365.70	200,158.99
July-23	\$ 203,500.72	197,188.01
August-23	\$ 178,004.87	194,933.52
September-23	\$ 192,028.24	194,402.57
October-23	\$ 173,607.46	191,776.89
November-23	\$ 160,674.19	189,689.19
December-23	\$ 192,900.76	190,113.19
January-24	\$ 172,616.74	189,138.88
February-24	\$ 188,364.48	189,040.14
March-24	\$ 225,902.64	189,670.54
April-24	\$ 189,835.64	189,421.06
May-24	\$ 207,797.82	190,466.61



SALES TAX
City of Bay Saint Louis

Sales Tax		12 Month Average			
Data	Actual				
January-17	\$ 109,074.30	123,752.04	0.9%	13,433.51	
February-17	\$ 133,149.53	124,674.92	0.7%	11,074.53	
March-17	\$ 125,256.31	124,685.74	0.0%	129.84	
April-17	\$ 141,620.01	125,390.02	0.6%	8,451.40	
May-17	\$ 134,431.96	125,934.07	0.4%	6,528.57	
June-17	\$ 144,846.30	126,481.48	0.4%	6,568.95	
July-17	\$ 151,079.81	127,645.46	0.9%	13,967.76	
August-17	\$ 129,071.59	128,233.78	0.5%	7,059.82	
September-17	\$ 135,021.27	129,217.71	0.8%	11,807.14	85,752.01
October-17	\$ 123,988.86	129,071.60	-0.1%	(1,753.32)	
November-17	\$ 119,430.07	130,181.78	0.9%	13,322.16	
December-17	\$ 121,667.55	130,719.80	0.4%	6,456.25	
January-18	\$ 110,050.04	130,801.11	0.1%	975.74	
February-18	\$ 118,809.67	129,606.12	-0.9%	(14,339.86)	
March-18	\$ 163,782.62	132,816.65	2.5%	38,526.31	\$ 36,000.00
April-18	\$ 145,400.13	133,131.66	0.2%	3,780.12	\$ 199,782.62
May-18	\$ 154,206.86	134,779.56	1.2%	19,774.90	125256.31
June-18	\$ 157,316.21	135,818.72	0.8%	12,469.91	\$ 74,526.31
July-18	\$ 130,237.43	134,081.86	-1.3%	(20,842.38)	
August-18	\$ 146,029.95	135,495.06	1.1%	16,958.36	
September-18	\$ 130,130.39	135,087.48	-0.3%	(4,890.88)	70,437.31
October-18	\$ 146,257.29	136,943.18	1.4%	22,268.43	
November-18	\$ 126,487.42	137,531.30	0.4%	7,057.35	
December-18	\$ 134,605.78	138,609.48	0.8%	12,938.23	
January-19	\$ 124,058.02	139,776.81	0.8%	14,007.98	
February-19	\$ 130,276.13	140,732.35	0.7%	11,466.46	
March-19	\$ 148,613.27	139,468.24	-0.9%	(15,169.35)	
April-19	\$ 143,889.36	139,342.34	-0.1%	(1,510.77)	
May-19	\$ 150,048.93	138,995.85	-0.2%	(4,157.93)	
June-19	\$ 161,909.08	139,378.59	0.3%	4,592.87	
July-19	\$ 156,798.02	141,591.97	1.6%	26,560.59	
August-19	\$ 137,090.02	140,846.98	-0.5%	(8,939.93)	
September-19	\$ 138,138.49	141,514.32	0.5%	8,008.10	
October-19	\$ 139,286.56	140,933.42	-0.4%	(6,970.73)	
November-19	\$ 132,106.61	141,401.69	0.3%	5,619.19	
December-19	\$ 132,731.91	141,245.53	-0.1%	(1,873.87)	
January-20	\$ 133,255.00	142,011.95	0.5%	9,196.98	
February-20	\$ 138,676.26	142,711.96	0.5%	8,400.13	
March-20	\$ 129,391.99	141,110.19	-1.1%	(19,221.28)	
April-20	\$ 112,555.10	138,499.00	-1.9%	(31,334.26)	
May-20	\$ 145,544.76	138,123.65	-0.3%	(4,504.17)	
June-20	\$ 160,757.84	138,027.71	-0.1%	(1,151.24)	
July-20	\$ 160,184.69	138,309.94	0.2%	3,386.67	
August-20	\$ 146,406.43	139,086.30	0.6%	9,316.41	
September-20	\$ 145,394.21	139,690.95	0.4%	7,255.72	
October-20	\$ 152,416.43	140,785.10	0.8%	13,129.87	
November-20	\$ 146,189.38	141,958.67	0.8%	14,082.77	
December-20	\$ 159,650.97	144,201.92	1.6%	26,919.06	
January-21	\$ 144,795.21	145,163.61	0.7%	11,540.21	
February-21	\$ 145,070.72	145,696.48	0.4%	6,394.46	
March-21	\$ 184,494.00	150,288.31	3.2%	55,102.01	
April-21	\$ 189,789.96	156,724.55	4.3%	77,234.86	
May-21	\$ 192,067.56	160,601.45	2.5%	46,522.80	
June-21	\$ 201,215.27	163,972.90	2.1%	40,457.43	
July-21	\$ 200,658.66	167,345.73	2.1%	40,473.97	
August-21	\$ 155,815.95	168,129.86	0.5%	9,409.52	
September-21	\$ 197,799.93	172,497.00	2.6%	52,405.72	
October-21	\$ 188,513.13	175,505.06	1.7%	36,096.70	
November-21	\$ 164,943.85	177,067.93	0.9%	18,754.47	
December-21	\$ 186,379.63	179,295.32	1.3%	26,728.66	
January-22	\$ 151,662.79	179,867.62	0.3%	6,867.58	
February-22	\$ 166,235.90	181,631.39	1.0%	21,165.18	
March-22	\$ 202,069.73	183,096.03	0.8%	17,575.73	
April-22	\$ 236,668.82	187,002.60	2.1%	46,878.86	
May-22	\$ 195,358.68	187,276.86	0.1%	3,291.12	
June-22	\$ 221,527.42	188,969.54	0.9%	20,312.15	
July-22	\$ 210,272.70	189,770.71	0.4%	9,614.04	
August-22	\$ 179,706.38	191,761.58	1.0%	23,890.43	
September-22	\$ 187,608.45	190,912.29	-0.4%	(10,191.48)	
October-22	\$ 286,930.53	199,113.74	4.3%	98,417.40	
November-22	\$ 167,404.72	199,318.81	0.1%	2,460.87	
December-22	\$ 185,977.85	199,285.33	0.0%	(401.78)	
January-23	\$ 164,298.38	200,338.30	0.5%	12,635.59	
February-23	\$ 177,547.00	201,280.89	0.5%	11,311.10	
March-23	\$ 209,285.62	201,882.21	0.3%	7,215.89	
April-23	\$ 189,726.81	197,970.38	-1.9%	(46,942.01)	
May-23	\$ 204,080.46	198,697.19	0.4%	8,721.78	
June-23	\$ 220,500.48	198,611.62	0.0%	(1,026.94)	
July-23	\$ 216,805.04	199,155.98	0.3%	6,532.34	
August-23	\$ 189,358.96	199,960.36	0.4%	9,652.58	
September-23	\$ 188,454.32	200,030.85	0.0%	845.87	
October-23	\$ 190,900.65	192,028.36	-4.0%	(96,029.88)	
November-23	\$ 163,858.79	191,732.86	-0.2%	(3,545.93)	
December-23	\$ 209,646.03	193,705.21	1.0%	23,668.18	
January-24	\$ 146,531.03	192,224.60	-0.8%	(17,767.35)	
February-24	\$ 178,202.28	192,279.21	0.0%	655.28	
March-24	\$ 200,751.43	191,568.02	-0.4%	(8,534.19)	
April-24	\$ 191,893.11	191,748.55	0.1%	2,166.30	



Combined			
Data	Actual	12 Month Average	
January-17	\$ 247,153.71	\$ 280,037.98	
February-17	\$ 284,200.66	\$ 279,429.50	
March-17	\$ 285,992.12	\$ 279,004.88	
April-17	\$ 302,238.67	\$ 278,392.98	
May-17	\$ 290,962.25	\$ 278,790.57	
June-17	\$ 299,368.42	\$ 279,344.08	
July-17	\$ 325,774.45	\$ 281,014.59	
August-17	\$ 271,079.65	\$ 281,098.62	
September-17	\$ 290,812.66	\$ 282,355.24	
October-17	\$ 261,890.12	\$ 281,306.75	
November-17	\$ 257,126.60	\$ 282,067.95	
December-17	\$ 265,468.40	\$ 281,838.98	
January-18	\$ 251,664.94	\$ 282,214.91	
February-18	\$ 266,887.23	\$ 280,772.13	
March-18	\$ 341,326.99	\$ 285,383.37	
April-18	\$ 302,558.94	\$ 285,410.05	
May-18	\$ 309,394.90	\$ 286,946.11	
June-18	\$ 315,165.78	\$ 288,262.56	
July-18	\$ 280,135.02	\$ 284,459.27	
August-18	\$ 297,367.02	\$ 286,649.88	
September-18	\$ 273,112.84	\$ 285,174.90	
October-18	\$ 284,193.35	\$ 287,033.50	
November-18	\$ 261,428.77	\$ 287,392.02	
December-18	\$ 285,279.25	\$ 289,042.92	
January-19	\$ 261,501.33	\$ 289,862.62	
February-19	\$ 274,639.01	\$ 290,508.60	
March-19	\$ 331,772.58	\$ 289,712.40	
April-19	\$ 293,325.44	\$ 288,942.94	
May-19	\$ 311,013.26	\$ 289,077.80	
June-19	\$ 315,238.07	\$ 289,083.83	
July-19	\$ 307,867.40	\$ 291,394.86	
August-19	\$ 290,318.13	\$ 290,807.45	
September-19	\$ 285,689.86	\$ 291,855.54	
October-19	\$ 288,217.39	\$ 292,190.87	
November-19	\$ 280,163.25	\$ 293,752.08	
December-19	\$ 274,240.63	\$ 292,832.20	
January-20	\$ 278,028.03	\$ 294,209.42	
February-20	\$ 293,799.48	\$ 295,806.13	
March-20	\$ 209,649.75	\$ 285,629.22	
April-20	\$ 112,555.10	\$ 270,565.03	
May-20	\$ 186,750.70	\$ 260,209.82	
June-20	\$ 302,437.85	\$ 259,143.13	
July-20	\$ 321,577.68	\$ 260,285.65	
August-20	\$ 310,197.48	\$ 261,942.27	
September-20	\$ 298,468.49	\$ 263,007.15	
October-20	\$ 342,489.72	\$ 267,529.85	
November-20	\$ 312,180.57	\$ 270,197.96	
December-20	\$ 318,441.48	\$ 273,881.36	
January-21	\$ 349,102.86	\$ 279,804.26	
February-21	\$ 310,013.09	\$ 281,155.40	
March-21	\$ 424,278.98	\$ 299,041.17	
April-21	\$ 450,845.88	\$ 327,232.07	
May-21	\$ 431,387.13	\$ 347,618.43	
June-21	\$ 411,992.58	\$ 356,748.00	
July-21	\$ 449,939.30	\$ 367,444.80	
August-21	\$ 315,403.87	\$ 367,878.66	
September-21	\$ 424,236.32	\$ 378,359.32	
October-21	\$ 439,793.65	\$ 386,467.98	
November-21	\$ 375,153.40	\$ 391,715.71	
December-21	\$ 416,474.26	\$ 399,885.11	
January-22	\$ 356,996.58	\$ 400,542.92	
February-22	\$ 376,014.57	\$ 406,043.04	
March-22	\$ 442,227.82	\$ 407,538.78	
April-22	\$ 454,230.04	\$ 407,820.79	
May-22	\$ 422,323.81	\$ 407,065.52	
June-22	\$ 424,151.41	\$ 408,078.75	
July-22	\$ 449,425.14	\$ 408,035.91	
August-22	\$ 384,765.18	\$ 413,816.02	
September-22	\$ 386,008.05	\$ 410,630.33	
October-22	\$ 492,046.14	\$ 414,984.70	
November-22	\$ 353,131.35	\$ 413,149.53	
December-22	\$ 373,790.62	\$ 409,592.56	
January-23	\$ 348,606.80	\$ 408,893.41	
February-23	\$ 367,096.30	\$ 408,150.22	
March-23	\$ 427,623.51	\$ 406,933.20	
April-23	\$ 382,556.21	\$ 400,960.38	
May-23	\$ 399,331.73	\$ 399,044.37	
June-23	\$ 420,866.18	\$ 398,770.60	
July-23	\$ 420,305.76	\$ 396,343.99	
August-23	\$ 367,363.83	\$ 394,893.87	
September-23	\$ 380,482.56	\$ 394,433.42	
October-23	\$ 364,508.11	\$ 383,805.25	
November-23	\$ 324,532.98	\$ 381,422.05	
December-23	\$ 402,546.79	\$ 383,818.40	
January-24	\$ 319,147.77	\$ 381,363.48	
February-24	\$ 366,566.76	\$ 381,319.35	
March-24	\$ 426,654.07	\$ 381,238.56	
April-24	\$ 381,728.75	\$ 381,169.61	

BAY ST LOUIS MUNICIPAL HARBOR SALES										
October 2023 - September 2024										
	Oct-23	Nov-23	Dec-23	Q1	YTD	Jan 2024	Feb 2024	Mar 2024	Q2 Total	YTD
Transients										
	\$ 2,953.50	\$ 2,013.92	\$ 1,834.50	\$ 6,801.92	\$ 6,801.92	\$ 244.50	\$ 471.00	1900.80	2616.3	9418.22
Fuel										
Diesel	\$ 15,802.67	\$ 9,410.35	\$ 12,822.63	\$ 38,035.65		\$ 13,851.16	\$ 5,512.91	\$ 14,575.10	\$ 33,939.17	
Gas	\$ 13,638.65	\$ 11,611.15	\$ 6,809.25	\$ 32,059.05		\$ 1,277.91	\$ 4,270.66	\$ 17,360.63	\$ 22,909.20	
TOTAL	\$ 29,441.32	\$ 21,021.50	\$ 19,631.88	\$ 70,094.70	\$ 70,094.70	\$ 15,129.07	\$ 9,783.57	\$ 31,935.73	\$ 56,848.37	\$ 126,943.07
Ice Sales										
20 lbs	\$ 812.53	\$ 197.87	\$ 46.31	\$ 1,056.71		\$ -	\$ 8.42	\$ 143.14	\$ 151.56	
10 lbs	\$ 53.13	\$ 2.34	\$ 2.34	\$ 57.81		\$ -		\$ 9.36	\$ 9.36	
TOTAL	\$ 865.66	\$ 200.21	\$ 48.65	\$ 1,114.52	\$ 1,114.52	\$ -	\$ 8.42	\$ 152.50	\$ 160.92	\$ 1,275.44

	24-Apr	24-May	24-Jun	Q3	YTD	Jul-24	Aug-24	Sep-24	Q4	YTD
Transients										
	\$ 1,037.90	\$ 6,401.60	\$ 2,308.46	\$ 9,747.96	\$ 18,836.44					
Fuel										
Diesel	\$ 6,151.35	\$ 28,727.88	\$ 13,286.38	\$ 48,165.61						
Gas	\$ 28,935.30	\$ 66,120.58	\$ 81,149.44	\$ 176,205.32						
TOTAL	\$ 35,086.65	\$ 94,848.46	\$ 94,435.82	\$ 224,370.93	\$ 351,314.00					
Ice Sales										
20 lbs	\$ 231.55	\$ 492.57	\$ 644.13	\$ 1,368.25						
10 lbs	\$ 11.70		\$ 4.68	\$ 16.38						
TOTAL	\$ 243.25	\$ 492.57	\$ 648.81	\$ 1,384.63	\$ 2,660.12					

TOTAL FOR OCTOBER 2023 TO SEPTEMBER 2024

BAY ST LOUIS MUNICIPAL HARBOR SLIPS ** OCT 22 TO SEPT 23

	1ST QUARTER 2022					2ND QUARTER 2023					3RD QUARTER 2023					4TH QUARTER 2023				
	OCT	NOV	DEC	Q1 %	YTD%	JAN	FEB	MAR	Q2 %	YTD%	APR	MAY	JUNE	Q3 %	YTD%	JULY	AUG	SEPT	Q4 %	YTD%
Total Slips	197	197	197			197	197	197			197	197	197			197	197	197		
Occupied	184	181	183			177	178	180			187	186	189			186	184	183		
Vacant	13	16	14			20	19	17			10	11	8			11	13	14		
Occupancy	93%	92%	93%	93%	93%	90%	91%	92%	91%	92%	95%	95%	96%	95%	93%	95%	93%	92%	93%	92%
65' Slips	17	17	17			17	17	17			16	16	16			16	16	16		
Occupied	13	13	14			13	13	13			17	15	16			16	15	15		
Vacant	4	4	3			4	4	4			0	1	0			0	1	1		
Occupancy	77%	77%	83%	83%	83%	77%	77%	77%	77%	80%	101%	94%	100%	98%	83%	100%	94%	94%	96%	88%
60' Slips	9	9	9			9	9	9			9	9	9			9	9	9		
Occupied	9	9	9			9	9	9			9	9	9			9	9	9		
Vacant	0	0	0			0	0	0			0	0	0			0	0	0		
Occupancy	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
50' Slips	22	22	22			22	22	22			22	22	22			22	22	22		
Occupied	22		22			21	21	22			22	22	22			22	22	22		
Vacant	0	0	0			1	1	1			1	1	0			0	0	0		
Occupancy	100%	100%	100%	100%	100%	96%	96%	100%	97%	98%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%
45' Slips	22	22	22			22	22	22			22	22	22			22	22	22		
Occupied	22	22	22			22	22	22			22	21	22			21	22	22		
Vacant	0	0	0			0	0	0			0	1	0			1	0	0		
Occupancy	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	96%	100%	96%	98%	96%	100%	100%	99%	98%

THERE ARE 210 SLIPS AVAILABLE FOR RENT, PER THE SECRETARY OF STATE 13 OF THEM HAVE TO BE KEPT AVAILABLE FOR TRANSIENT SLIPS, LEAVING 197 SLIP TO RENT FULL TIME.

BAY ST LOUIS MUNICIPAL HARBOR SLIPS ** OCT 22 TO SEPT 23

1ST QUARTER 2022						2ND QUARTER 2023					3RD QUARTER 2023					4TH QUARTER 2023				
	OCT	NOV	DEC	Q1 %	YTD%	JAN	FEB	MAR	Q2 %	YTD%	APR	MAY	JUNE	Q3 %	YTD%	JULY	AUG	SEPT	Q4 %	YTD%
40' Slips	47	47	47			47	47	47			47	47	47			47	47	47		
Occupied	44	41	42			41	42	43			43	43	43			42	39	39		
Vacant	3	6	4			5	4	3			4	4	4			5	8	8		
Occupancy	94%	88%	90%	91%	91%	88%	90%	92%	90%	91%	92%	92%	92%	92%	91%	90%	82%	82%	85%	89%
35' Slips	61	61	61			61	61	61			61	61	61			61	61	61		
Occupied	54	54	55			53	51	51			56	57	60			59	58	58		
Vacant	7	7	6			8	10	10			6	4	1			2	3	3		
Occupancy	89%	89%	91%	89%	89%	87%	84%	84%	85%	87%	91%	94%	99%	95%	89%	97%	95%	95%	96%	91%
25' Slips	16	16	16			16	16	16			16	16	16			16	16	16		
Occupied	15	15	15			14	16	16			14	15	13			13	14	13		
Vacant	1	1	1			2	0	0			2	1	3			3	2	3		
Occupancy	94%	94%	94%	94%	94%	88%	100%	100%	100%	97%	88%	94%	82%	88%	96%	82%	87%	82%	84%	91%
End Caps	4	4	4			4	4	4			4	4	4			4	4	4		
Occupied	4	4	4			4	4	4			4	4	4			4	4	4		
Vacant	0	0	0			0	0	0			0	0	0			0	0	0		
Occupancy	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%

***THERE ARE 210 SLIPS AVAILABLE FOR RENT, PER THE SECRETARY OF STATE 13 OF THEM HAVE TO BE KEPT AVAILABLE FOR TRANSIENT SLIPS, LEAVING 197 TO RENT FULL TIME ***

BAY ST LOUIS MUNICIPAL HARBOR SLIPS ** OCT 2023 TO SEPT 2024

	1ST QUARTER 2023					2ND QUARTER 2024					3RD QUARTER 2024					4TH QUARTER 2024				
	OCT	NOV	DEC	Q1 %	YTD%	JAN	FEB	MAR	Q2 %	YTD%	APR	MAY	JUNE	Q3 %	YTD%	JULY	AUG	SEPT	Q4 %	YTD%
Total Slips	197	197	198			200	200	200			200	200	200			200	200	200		
Occupied	188	184	183			183	181	181			179	182	183							
Vacant	9	14	15			17	19	19			21	18	17							
Occupancy	95%	93%	93%	94%	94%	92%	91%	91%	91%	92%	90%	92%	92%	91%	92%					
65' Slips	17	17	17			18	18	18			18	18	18			18	18	18		
Occupied	16	15	17			18	18	18			18	17	16							
Vacant	1	2	0			0	0	0			0	1	2							
Occupancy	94%	88%	100%	97%	97%	100%	100%	100%	100%	98%	100%	94%	89%	94%	97%					
60' Slips	9	9	9			9	9	9			9	9	9			9	9	9		
Occupied	9	9	8			8	8	8			8	8	8							
Vacant	0	0	1			1	1	1			1	1	1							
Occupancy	100%	100%	88%	96%	96%	89%	89%	89%	89%	92%	89%	89%	89%	89%	91%					
50' Slips	22	22	22			22	22	22			22	22	22			22	22	22		
Occupied	22	22	22			21	21	22			22	22	22							
Vacant	0	0	0			1	1	0			0	0	0							
Occupancy	100%	100%	100%	100%	100%	95%	95%	100%	97%	98%	100%	100%	100%	100%	99%					
45' Slips	22	22	22			22	22	22			22	22	22			22	22	22		
Occupied	22	22	22			22	21	20			18	21	21							
Vacant	0	0	0			0	1	2			4	1	1							
Occupancy	100%	100%	100%	100%	100%	100%	95%	91%	95%	97%	81%	95%	95%	90%	95%					

THERE ARE 210 SLIPS AVAILABLE FOR RENT, PER THE SECRETARY OF STATE 13 OF THEM HAVE TO BE KEPT AVAILABLE FOR TRANSIENT SLIPS, LEAVING 197 SLIP TO RENT FULL TIME.

***EVENT DECK IS NOW IN THE COUNT OF SLIPS BEING USED AND TWO OF THE DESIGNATED TRANSIENT SLIPS HAVE BEEN RENTED FULL TIME.**

BAY ST LOUIS MUNICIPAL HARBOR SLIPS **OCT. 2023 TO SEPT. 2024

	1ST QUARTER 2023					2ND QUARTER 2024					3RD QUARTER 2024					4TH QUARTER 2024				
	OCT	NOV	DEC	Q1 %	YTD%	JAN	FEB	MAR	Q2 %	YTD%	APR	MAY	JUNE	Q3 %	YTD%	JULY	AUG	SEPT	Q4 %	YTD%
40' Slips	47	47	47			47	47	47			47	44	47			47	47	47		
Occupied	38	39	39			39	39	39			38	39	38							
Vacant	9	8	8			8	8	8			9	8	9							
Occupancy	81%	82%	82%	82%	82%	83%	83%	83%	83%	83%	80%	89%	80%	83%	83%					
35' Slips	61	61	61			61	61	61			61	61	61			61	61	61		
Occupied	61	61	60			59	59	56			56	58	60							
Vacant	0	0	1			2	2	5			5	3	1							
Occupancy	100%	100%	98%	99%	99%	95%	97%	92%	95%	97%	91%	95%	98%	95%	96%					
25' Slips	16	16	16			16	16	16			16	16	16			16	16	16		
Occupied	15	12	11			11	10	13			15	15	14							
Vacant	1	4	5			5	6	3			1	1	2							
Occupancy	88%	75%	68%	77%	77%	77%	63%	81%	68%	72%	93%	93%	88%	91%	79%					
End Caps	4	4	4			4	4	4			4	4	4			4	4	4		
Occupied	4	4	4			4	4	4			3	2	3							
Vacant	0	0	0			0	0	0			1	2	1							
Occupancy	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	75%	50%	75%	67%	89%					
Event Deck						1	1	1	100%	100%	1	1	1	100%	100%					

***THERE ARE 210 SLIPS AVAILABLE FOR RENT, PER THE SECRETARY OF STATE 13 OF THEM HAVE TO BE KEPT AVAILABLE FOR TRANSIENT SLIPS, LEAVING 197 TO RENT FULL TIME ***

***EVENT DECK IS NOW IN THE COUNT OF SLIPS BEING USED AND TWO OF THE DESIGNATED TRANSIENT SLIPS HAVE BEEN RENTED FULL TIME.**

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